

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

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NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Invites

Request for Proposal (RFP) of Bidders

For

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

JOB NO- 44 /GM-(R.)/AO/SR.M.(E&M)-II/2020-21/ET

Issued by

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (NOIDA)

Website : www.noidaauthorityonline.com

**Officer Inviting Tender
NOIDA**

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

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**Officer Inviting Tender
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The logo for NOIDA (National Institute of Open Distance Education) is displayed in a bold, black, sans-serif font. The letters are thick and blocky, with a distinctive design where the 'O' and 'I' have a small gap in the middle, and the 'A' has a small gap at the bottom. The 'N' is also thick and blocky.

PART - I

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

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

INVITATION FOR BIDS (IFB)

FOR

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

- 1.0 Government of UP has declared Solar policy – 2017 for the promotion of Solar Energy in the State. which now has a target of 10,700 MW of grid solar power by 2022, out of which rooftop Solar PV systems is considered as very potent area and has a target of 4,300 MW. To achieve energy security and for having good optics, it is envisaged to develop solar rooftop projects in NOIDA desires to implement rooftop solar PV projects on the roofs of **NOIDA Buildings/ Identified Locations** as a part of its Renewable Energy Initiatives. The Government of Uttar Pradesh also issued GO for the implementation of rooftop solar power plant in Govt. & Semi-Govt. buildings in RESCO mode. **Uttar Pradesh Electricity Regulatory Authority (UPERC) has issued new regulation RSPV 2019 Regulation attached which disallow net-metering in all consumer category except domestic (LMV-I) & Agricultural consumer (LMV-5). Since the net-metering is not allowed in Govt/Semi-Govt buildings henceforth NOIDA intends to go for bidding in RESCO mode under deemed savings model.**
- 2.0 NOIDA, therefore, invites sealed bids from eligible bidders to participate in Request for Proposal (RFP) for Site Survey, Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation and Maintenance of Roof Top Solar PV Power Plants in RESCO mode for 25 years.
- 3.0 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 and ETS Portal (<https://etender.up.nic.in>).
- 4.0 Bidder shall submit bid proposal along with non-refundable tender fee and refundable Bid Bond/ 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 in Bid Information Sheet is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 5.0 Bid documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from NOIDA website www.noidaauthorityonline.com or from ETS Portal (<https://etender.up.nic.in>). **It is mandatory to download official copy of RFP Document from Electronic Tender System (ETS) Portal in order to participate in the Tender.** Any amendment(s)/ corrigendum/ clarification(s) with respect to this Bid shall be uploaded on NOIDA website or ETS portal only. The Bidder should regularly check for any Amendment(s)/ Corrigendum/ Clarification(s) on the above website only.

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- 6.0 The bidding process under this Rooftop scheme is for 10 MWp comprising of RESCO Model. (Rs. Per kWh -..... Tariff).
- 7.0 NOIDA reserves the Right of Transfer of capacities among the Bidders with matching of L-1 Price as per requirement of the project.
- 8.0 The bidding process under this rooftop scheme is for RESCO for NOIDA Buildings/ Identified Locations only. Bidder can apply for the minimum aggregate bid capacity of 10 MWp.
- 9.0 Successful bidders are requested to visit the sites and check the feasibility of space including installation capacity in consultation with respective site incharge / owner. However, the entire responsibility of finding the buildings lies with the Bidder. NOIDA shall not bear any responsibility in this regard. Successful bidders need to submit project sanction documents (PPA agreement between successful bidder and Power Purchaser at the quoted tariff as per RFP and project report) for the approval of NOIDA for issuance of site specific sanction letter(s). ***The PPA shall be executed in the prescribed format attached herewith this RFP document.*** However, NOIDA shall facilitate the process and will have no responsibility whatsoever because of non-availability of indicated buildings or non-signing of Agreements for any building

10.0 SCOPE OF WORK:

The Scope of the Work would essentially cover, but not limited to Identification and Site Survey of Roof Tops, Site Visit, Solar Potential Assessment, Finalization of Feasibility Report for Identified Locations, Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing, Commissioning, Submission of Project Proposals and PCRs in SPIN Portal, quality control of the rooftop Solar PV Project including Operation and Maintenance (O & M) of the project for a period of 25 years after commissioning of project.

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11.0 Bidder(s) may also come up with their suitable/ feasible potential roof top proposals for NOIDA Buildings/ Identified Locations.

12.0 As part of its e-Bid, an e-Bid security/ EMD of INR 50,000,00/- (Rupees Fifty lacs Only). Please refer user manual Annexure A for paying processing fee & EMD Online Tender without Earnest Money in the prescribed form, will not be accepted.

13.0 PBG amount shall be furnished by successful bidder after issuance of LOA/ NOA by NOIDA.

14.0 In compliance to MNRE order No 146/57/2018- P&C - **Public Procurement (Preference to make in India) dated 11/12/2018**, Minimum Percentage of local content required are as follows–

- i. Solar PV modules = 100%
- ii. Balance of system apart from civil works (Inverters etc...) =40%

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.
4. 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.
5. 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.

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BID INFORMATION SHEET

e-tender Notice

JOB NO- /GM-(R.)/AO/SR.M.(E&M)-II/2019-20/ET

Issued by

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (NOIDA)

Website : www.NOIDAAUTHORITYONLINE.com

NOIDA invites Online Bids from Prospective Bidders through e-tendering for Design, Engineering Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

The tender document is available at e-Procurement website <http://etender.up.nic.in> Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

| | | |
|-----|---|---------------------|
| (a) | Availability of tender document on website | |
| (b) | Pre-Bid queries | |
| (b) | e-Bid submission end date & Time | |
| (c) | Online technical e-Bid Opening date & time | |
| (d) | Online financial e-Bid Opening date & time (Only of technically qualified bidders) | |
| (e) | EMD/Bid bond Details | As per RFP document |
| (f) | Venue of opening of technical & financial e-Bids | NOIDA Office, |

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The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done. The companies/firms may contact U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) for their Registration. GM/ E&M Department, NOIDA reserves the right to reject any or all tenders without assigning any reason thereof. GM/ E&M Department, NOIDA will be final and binding

CONTRACTOR

**Officer Inviting Tender
NOIDA**

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PART - II

INSTRUCTIONS TO BIDDERS (ITB)

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

RFP for Implementation of 10 MWp Connected Roof Top Solar Power Plant in NOIDA Buildings/
Identified Locations in Uttar Pradesh under RESCO Model

1. INTRODUCTION

Government of UP has declared Solar policy – 2017 for the promotion of Solar Energy in the State. which now has a target of 10,700 MW of power by 2022, out of which rooftop Solar PV systems is considered as very potent area and has a target of 4,300 MW. To achieve energy security and for having good optics, it is envisaged to develop solar rooftop projects on large scale by utilizing vacant roofs of NOIDA Buildings/ Identified Locations in U.P. NOIDA desires to implement rooftop solar PV projects on the roofs of its Buildings/ Identified Locations as a part of its Renewable Energy Initiatives. The Government of Uttar Pradesh also issued GO for the implementation of rooftop solar power plant in Govt. & Semi-Govt. buildings in RESCO mode. **Uttar Pradesh Electricity Regulatory Authority (UPERC) has issued new regulation RSVP 2019 Regulation which disallow net-metering in all consumer category except domestic (LMV-I) & Agricultural consumer (LMV-5). Since the net-metering is not allowed henceforth NOIDA intends to go for bidding in RESCO mode on the basis of Deemed Savings & Actual Consumption.**

Solar Policy - 2017 is available on NOIDA website & UPERC New Regulation 2019 available on UPERC website.

The scheme aims to reduce the fossil fuel based electricity and to reduce the carbon footprint. This scheme with aggregate capacity of 10 MWp throughout Noida envisages installation of roof top solar PV projects.

2. Energy Accounting and Settlement

Under deemed savings arrangement, both parties NOIDA and energy producer shall undertake energy accounting and settlement.

The energy accounting and settlement procedure for eligible consumers installing and operating rooftop solar PV system arrangement shall be as per the following procedure:

- (i) For each billing period, both parties NOIDA or its assigned 3rd party Energy Auditor and energy producer shall take the meter reading for quantum of electricity consumed by the rooftop solar PV system installed at the premises of the NOIDA in the billing period.

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(ii) There shall be deemed generation charges payable to the energy producer as per below rule;

Payments shall be made by NOIDA against non-consumption during holidays and weekends (all downtimes) basis the minimum average energy produced by the plant in the current month. All the payments will be made only after meter readings vetted by professional energy auditors.

Consideration Of Deemed Generation during A Particular Period of Downtime:

Deemed Generation during a particular period of downtime (Offices/System non-operational days) shall be calculated as per the average generation during the current month for the downtime period and such Deemed Generation Units for the entire billing month shall be billed and the corresponding amount payable shall constitute the Deemed Generation Charges.

On partial operational days if generation is done for less than half day (5 hrs) then half day deemed generation charges would be applicable which would be in addition to the actual recorded consumption on that day , but if the generation is done for more than half day (5 hrs) then no deemed charges would be applicable.

Example:

If in a month of 30 Days, there are 8 weekends and 2 Public Holidays and remaining 20 days are operational, then the average generation of the 20 days will be considered for the payment of the total 10 (8 weekends and 2 Public Holidays) non-operational days with 20 days actual production as per the joint meter reading.

Noida will ensure the setup of the rooftop solar system as per the optimal load of the particular building/ location. If there will be no use of the produced power in case of office closure, weekends, holidays, half days, Noida will ensure the payments basis the average deemed production of the solar energy as mentioned above.

Note: Technical shutdown or other service providers related issues (e.g. delayed resolution of issues, manpower related issues, any proved misconduct, any other service provider related reasons) would not be considered in the above mentioned average deemed generation clause. All such non-operational hours/ days of that particular plant will be subject to penalty to service provider. The electricity production loss will be recovered from the service provider as per the DISCOM (UPPCL) rate in to the same month billing.

(iii) NOIDA shall be responsible for billing of the electricity consumed by the rooftop solar PV system into the NOIDA distribution system. The bills shall necessarily include the following:

- a) Quantum of electricity consumed into the distribution system by the rooftop solar PV system.
- b) Quantum of Downtime & deemed generation.
- c) Quantum of Downtime due to Technical shutdown or other service providers related issues.

Provided that the billing period and due date of the bills shall be the same as that of the eligible

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consumer in whose premises the solar system has been installed.

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Tentative Building To Be Covered in this tender:

| Sr No. | Place / Building name (Tentative) | SPV capacity (kWp) |
|---------------|--|---------------------------|
| 1 | Sector 14A Club + Open | As per survey |
| 2 | District Hospital Sector 39 | As per survey |
| 3 | Sector 6 Admin Building | As per survey |
| 4 | Sector 39 Official Compound | As per survey |
| 5 | Sector 21A Noida Stadium Cricket/ Indoor | As per survey |
| 6 | CGR-31 Central Underground Reservoir | As per survey |
| 7 | All Sewage Treatment Plant, Sector-50, 54, 123 & 168 | As per survey |
| 8 | All Master water works/Compound of Noida | As per survey |
| 9 | All Master Ganga Jal distribution of Noida | As per survey |
| TOTAL | | 10.00 MWp |

3. BID DETAILS

The bidding process under this rooftop scheme is for 10 MWp capacity under RESCO Model.. Bidder shall submit bids for the minimum aggregate bid capacity of 10MWp

3.1 SIZE OF THE PROJECTS:

The size of project shall be **10MWp** only. This project may however comprise of several rooftop units. Each roof top unit can have separately meters

3.2 BID CAPACITY:

In exceptional circumstances and at the sole discretion of NOIDA, unutilized capacity (during initial allocation only) can be transferred to other eligible bidder having demand in excess of declared capacity and total capacity of the bidder after transfer can be awarded. This is allowed only for the eligible bids received.

NOIDA reserves the right to allocate part capacity also to the bidder on the basis of outcome of the bidding.

3.3 BID DETAILS

Bidder must meet the eligibility criteria independently as a Bidding Company or as a Bidding Consortium with one of the members acting as the Lead Member of the Bidding Consortium. 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.

In case of a Bidding Consortium, the Financial Eligibility criteria like Annual turnover or Net worth

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as indicated in Clause 5 shall be fulfilled by the Lead Member or Parent Company (100% Holding Company) of the Lead Member while the Technical Eligibility Criteria shall be fulfilled by consortium members. In case bidder is a consortium, a Consortium Agreement as per the Format shall be furnished along with the bid.

Financial Consortium is not allowed in this Bidding Process. Consortium is only permitted for Technical Partnership as per Format. Further in-case where the bidding company has used the financial eligibility criteria of its Parent Company (100% Holding Company) then it needs to be ensured that no change in the controlling equity of the Bidding Company is done before 2 years from the date of commissioning of the sanctioned capacity requires prior approval of NOIDA.

All members of the consortium should be registered as a Company only.

However, Members of the Consortium may form the Project Company as specified

. Bidder including its member of the consortium can submit one bid only.

Bidder can however use the technical and financial strength of its Parent Company (100% Holding Company)/Affiliate's to fulfil the Technical and/or Financial Eligibility criteria mentioned below. In such case, Bidders shall submit an Undertaking from the Parent Company (100% Holding Company) as per Format and also furnish a certificate of relationship of Parent Company (100% Holding Company) or Affiliate with the Bidding Company as per Format, Company Secretary certificate towards shareholding pattern of the Parent Company (100% Holding Company) and the Bidding Company along with a Board resolution from the Parent Company (100% Holding Company).

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 NOIDA's future tenders.

3.4 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

| | | |
|---|--|---|
| 1 | e-tender no. | <u>JOB NO- /GM-(R.)/AO/SR.M.(E&M)-II/2020-21/ET</u> |
| 2 | Particulars of the work | Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA |
| 3 | Period of Agreement and work | 12 Months from date of issuance of LOA |
| 4 | Last date and time of uploading of e-tender on NIC website | |
| 5 | Date and Time till Pre- Bid Suggestions can be received | |
| 6 | Date and Time of opening of e-tender (Technical bid.) | |

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| | | |
|---|---|--------------------------|
| 7 | Date and Time of opening of e-tender (Financial bid.) | Shall be Intimated Later |
| 8 | Place of opening of e-tender | NOIDA Office, |

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.

2. The e-Bid prepared in accordance with the procedures enumerated in ITB of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.

3. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder's representative will be required to be produced.

4. In the event of date specified for e-Bids opening being declared a holiday for NOIDA's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.

5. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label. All the enclosures should be scanned and uploaded with bid.

6. The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done. The companies/firms may contact the UPLC officials on phone numbers 0522-2286809, 0522-2288750 (O) 0522-4130303 (Extn:303, 304 & 307), for their Registration/Digital Signature Certificate related queries

3.5 Some Bidding related Information for this Tender (E-Bid)

The entire bid-submission would be online on ETS Broad outline of submissions are as follows:

Submission of Bid-Parts

- Part I (Covering Letter, Tender Fee and EMD , Technical Bid etc) (To be submitted online Both)
- Part II (Financial-Bid)

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3.6 BID SUBMISSION BY THE BIDDER

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

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.

The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no 5. to the satisfaction of NOIDA. 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, auditors 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.

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.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid- Submission

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3.7 BID SUBMITTED BY A BIDDING COMPANY

The Bidding Company should designate one person to represent the Bidding Company in its dealings with NOIDA. 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 Format - 6), authorizing the signatory of the Bid.

3.8 CLARIFICATIONS AND PRE-BID QUERIES

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

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

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

3.9 AMENDMENTS TO RFP BY NOIDA

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

The clarification(s) / amendment(s) (if any) shall be notified on NOIDA ETS Portal (<https://etender.up.nic.in>) 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.

NOIDA 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.

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 NOIDA for the purpose.

All the notices related to this Bid which are required to be publicized shall be uploaded on / ETS Portal (<https://etender.up.nic.in>).

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3.10 BIDDING PROCESS

3.10.1 BID FORMATS

The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in tender Document. The Bid shall comprise of the following:

Part - I (COVERING LETTER, TENDER FEE AND BID BONDS etc) (TO BE SUBMITTED ONLINE)

- i. Covering Letter as per prescribed Format - 1.
- ii. Tender fee INR 8260/- inclusive of GST ,.
- iii. Bid Bond payment, as per the prescribed Format shall be submitted for the tendered capacity.
- iv. Checklist for Bank Guarantee submission requirements as prescribed in Format.
- v. Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as Format or standard power of attorney in favour of authorized person signing the Bid. **(Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013)**. However, Employer may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.
- vi. Scanned copy of the Consortium Agreement, If any

The Bidder should upload the scanned copies of all the above-mentioned original documents as Bid-Annexures during Online Bid-Submission

Vii.

(A) TECHNO-COMMERCIAL DOCUMENTS (TO BE SUBMITTED ONLINE ONLY)

- i. Covering Letter as per prescribed Format .
- ii. Certificate of Incorporation of Bidding company/Bidding consortium/Parent Company (100% Holding Company) as applicable.
- iii. General particulars of bidders as per Format.
- iv. Bidder's composition and ownership structure as per prescribed Format as Shareholding certificate certified by Director/practicing Chartered Accountant / Company Secretary and Authorised signatory of the company.
- v. Document in support of meeting Eligibility Criteria as per Clause no. 5 of ITB section.
- vi. Details for meeting Financial Eligibility Criteria as per Clause no. 5 only.
- vii. Undertakings from the Financially Evaluated Entity or its Parent Company (100% Holding Company) / Ultimate Parent Company (100% Holding Company) as per Format , if applicable.

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- viii. Format - 9, if applicable, supported by Board Resolution of the Parent Company (100% Holding Company) / Ultimate Parent Company (100% Holding Company) of the Bidding Company duly certified by the Company Secretary or Authorized signatory to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.
- ix. Signed and stamped Copy of RFP Documents (First and Last Pages including Covering Pages of each Parts) including amendments & clarifications (on each page) by Authorised signatory.

N.B: Covering letter shall be submitted online only

(B) Part II- PRICE BID(S) (To be submitted online only)

The Bidder shall inter-alia take into account the following while preparing and submitting the Price Bid duly signed by an authorized signatory.

Only online price bids shall be considered.

3.11 BID DUE DATE

The Bidder should submit the Bids by

3.1 VALIDITY OF BID

The bid and the Price Schedule included shall remain valid for **a period of 6 months** 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, NOIDA shall forfeit the Bid Bond furnished by him. *Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.*

In exceptional circumstances when letter of allocation is not issued, NOIDA 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.

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3.12 METHOD OF BID SUBMISSION

Bids are required to be submitted online mode as per instructions given in Annexure A

3.13 COST OF BIDDING

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 and incidental to or incurred by him through or in connection with submission of bid even though NOIDA may elect to modify / withdraw the invitation of Bid.

3.14 BID BOND

The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD of **Rs 50,000,00/- (Rupees Fifty lacs Only)** Please refer user manual for paying processing fee & EMD Online Tender without Earnest Money in the prescribed form, will not be accepted

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

Hundred percent (100%) of Earnest Money amount of the proposed capacity, if a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RFP document.

Hundred percent (100%) of Earnest Money amount of the proposed capacity, if the Successful Bidder fails to unconditionally accept the Allocation letter within 30 days from the date of its issue.

Hundred percent (100%) of Earnest Money amount of the proposed capacity, if the Successful Bidder fails to furnish the "Performance Security".

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3.15 PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE (PBG)

The Selected Bidder shall be bound to submit FDR/ Bank Guarantee executed on a nonjudicial stamp paper worth Rs. 500/- (Rupees Five hundred only) issued by a Nationalized Bank in favor of “**New Okhla Industrial Development Authority**” payable at Noida for Rs. 4.00 Cr. /- (Rupees Four Crore Only)(10% of Total Estimated Capital Cost – 40.00 Cr) and valid for Project Construction life . The Performance Bank Guarantee shall be submitted within 30 days of issue of “Acceptance letter”, failing which a penalty of Rs. 1000/- per day will be charged without any notice. This bank guarantee shall be released after satisfactory completion of the installation. If the Project construction period is delayed, the Bidder shall further extend the bank guarantee to cover the delay period

The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to NOIDA.

If the Successful Bidder is not able to commission the projects to the satisfaction of Consumer/NOIDA, PBG amount, pro-rata to the capacity not commissioned by the Successful Bidder. However, Hundred percent (100%) PBG amount furnished for the Sanctioned Capacity, if the Successful Bidder fails to Commission the Projects(s) to the satisfaction of NOIDA, for the already identified locations, which are notified by NOIDA for which Allocation letter/Sanction letter has been issued.

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

The Performance Security shall be valid for a minimum period of 12 Months from the date of issue of allocation letter (s)

3.16 Security Deposit

Security deposit of Rs.2,00,00,000/- (Rupees Two Crore only) (“**Security Deposit**”) (**5% of Total Estimated Capital Cost – 40.0 cr**) shall be deposited by the Selected Bidder. EMD of **Rs 50,000,00/- (Rupees Fifty lacs Only)** submitted by the Selected Bidder will get adjusted into security deposit. The remaining amount **shall be submitted in form of FDR/ Bank Guarantee executed on a non-judicial stamp paper worth Rs. 500/- (Rupees Five hundred only) issued by a Nationalized Bank in favor of “New Okhla Industrial Development Authority” payable at Noida.** The Security Deposit shall be released only after satisfactory completion of the Contract Period and handing over the same to Authority . **Security Deposit shall be submitted within 30 days of issue of “Acceptance letter”, failing which a penalty of Rs. 1000/- per day will be charged without any notice.**

Work order will be issued only after submission of the performance Bank Guarantee & Security Deposit

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3.17 RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID

This RFP may be withdrawn or cancelled by NOIDA at any time without assigning any reasons thereof. NOIDA 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.

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

NOIDA 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 NOIDA will be full and final.

3.18 ZERO DEVIATION

3.18.1 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.

3.18.2 EXAMINATION OF BID DOCUMENT

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.

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 labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.

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 NOIDA.

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.

4.0 INCORPORATION OF A PROJECT COMPANY

The successful, if wishes so, may incorporate a Project Company, subject to the condition that the Project Company shall be 100% subsidiary of the bidder company. Consortium members may also incorporate a Project Company in the same share-holding ratio as was at the time of bidding between the consortium members. However, the 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.

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Only 100% subsidiary is allowed as Project Company.

In case the bidder is a foreign company/entity and is bidding independently or as a partner of JV / Consortium, 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.

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5.0 ELIGIBILITY CRITERIA

Proposed Capacity distribution:

| | Tendered Capacity | Minimum Bid Capacity | Maximum Bid Capacity |
|-------|--------------------------|-----------------------------|-----------------------------|
| RESCO | 10 MWp | 10MWp | 10 MWp |

5.1 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 who are registered and incorporated in India and engaged in the business of Power/ Infrastructure, Limited Liability Partnership Firms registered as per LLP Act 2008, barring Government Department as well as those firms 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.

The Bid Processing Fees and EMD are exempted for MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar/ DIC Categories only. The Bid Processing Fees and Bid Bond are waived off only for those MSMEs in Joint Venture/ Consortium, wherein all the Joint Venture/ Consortium members are registered with NSIC/ Udyog Aadhaar/ DIC Categories.

5.2 TECHNICAL ELIGIBILITY CRITERIA:

The Bidder must have experience in Design, Supply, Installation & Commissioning of Solar PV Power Plants and Solar Systems under RESCO Mode of cumulative Capacity of not less than 5MWp in the last 07 (Seven) Financial Years and till last date of bid opening. The SPV Power Plants under RESCO Mode must be commissioned and should be in satisfactory operational.

5.3 FINANCIAL ELIGIBILITY CRITERIA:

5.3.1 NET WORTH

“Net Worth” of the Bidder shall be calculated as per Company Act 2013. The net worth for the last financial year should be positive.

a. The Net Worth of the Bidder should be equal to or greater than 8 crores for RESCO Mode Only, as on the last date of previous Financial Year, i.e. FY2018-19.

b. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium together with the Net Worth of 100% Holding Company of the Bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in

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accordance with the RFP.

- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto

5.3.2 LIQUIDITY

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

- a. A minimum annual turnover of INR 5 crore during the previous financial year, i.e. FY 2018-19. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.
- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of INR 1 crore, as on the last date of previous financial year, i.e. FY 2018-19.
- c. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 1.25 core, towards meeting the working capital requirement of the project quoted under this RFP. Such letter can also be obtained by the Affiliate(s) of the Bidder.

6.0 JOINT VENTURE CRITERIA

In case the bid is submitted by a Joint venture (JV) or Consortium of two firms as partners, the lead partner will be required to meet the financial eligibility criteria

All the partners of the JV/ Consortium must meet collectively 100% of Technical Eligibility Conditions given above.

A Joint Venture (JV), may or may not be incorporated as a Registered Company.

A Joint Venture (JV), if incorporated as a Registered Company, is required to submit EMD and Performance Security in the name of Joint Venture only. In case of Consortium or a JV has not formed a Registered Company, the EMD and Performance Security shall be submitted in the name of Lead Partner only.

JV is required to submit Form of Undertaking by the JV Partners and Form of Power of Attorney as per prescribed formats. Consortium is required to submit Form of Undertaking by the Consortium Partners and Form of Power of Attorney as per prescribed formats.

JV/ Consortium is also required to declare detailed scope of work to be executed by each partner of JV.

In order to avail the benefits of exemptions in JV/ Consortium, all the partners of JV/ Consortium must be MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar Category only.

Note: Shareholding of lead & consortium members as was at the time of bidding would not be changed till the completion of the project.

7.0 Restriction of non-performing Bidders

NOIDA’s rooftop solar tenders have provision of debarring non-performing bidders. In order to avoid failure of scheme, the bidders who have not implemented even a single project under UPNEDA’s scheme after accepting Letter of Allocation issued in last three years as on last date of submission of bids shall be restricted from participating in this tender.

CONTRACTOR

**Officer Inviting Tender
NOIDA**

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PART - III

EVALUATION CRITERIA

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1. BID EVALUATION

The evaluation process comprises the following four steps:

| | | |
|----------|---|---|
| Step I | : | Responsiveness check of Techno Commercial Bid Step |
| Step II | : | Evaluation of Bidder's fulfilment of Eligibility Criteria |
| Step III | : | Evaluation of Price Bid |
| Step IV | : | Successful Bidders(s) selection |

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 RFP subject to Clause 5 of Part - II. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of NOIDA:

The bids will also be evaluated by IIT to ensure that all technical parameters are complied.

- 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, Bid Bond, etc.;
- b. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- 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 RFP;
- 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 (100% Holding Company) /Affiliate;
- i. Bidder delaying in submission of additional information or clarifications sought by NOIDA as applicable;
- j. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up. Clause 5 of Part - II shall be used to check whether each Bidder meets the stipulated requirement.

1.2 PRELIMINARY EXAMINATION

1.2.1 NOIDA 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.

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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 5. 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 NOIDA to the Bidders through / ETS Portal (<https://etender.up.nic.in>) or Email. 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 RFP. Any Bid not meeting any of the requirements of this RFP may cause the Bid to be considered "Non- responsive" at the sole decision of the NOIDA.

- a. The Fixed tariff shall be calculated up to three decimal places.

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 Fixed tariff requirement quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest .

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1.6 INCREASE OF BIDDER ALLOCATED CAPACITY

During Allocation Stage only, NOIDA reserves the right to increase the Bidder(s) Allocated Capacity up to fifty percent (50%) at the sole discretion of NOIDA on the request of the successful bidder.

In case capacity is enhanced by successful bidder shall submit the equivalent amount of PBG to NOIDA within 14 days from the date of issuance of Sanction letter, failing which sanctioned capacity shall stands cancelled.

2. NOTIFICATION TO SUCCESSFUL BIDDERS

The name of Successful Bidders shall be notified indicating the allocated capacity and the offered price on NOIDA and also shall be notified individually through Letter of Allocation (LOA).

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3. PROJECT ALLOCATION AND SANCTION

The identification of the projects (roof tops) at the time of bidding is not mandatory bidders, however, in their own interest are advised to make a preliminary survey of availability of roof tops for which they intend to Bid and as prescribed in the RFP, as well as issue non- availability of roof tops and non-completion of other formalities after allocation of project will result in forfeiture of Bid Bond/PBG amount submitted by them.

The Successful Bidders selected as described in Clause 1.5 above shall be issued Letter of Allocation (LOA) indicating the allocated capacity & Project Cost etc.

The bidders who have been notified as Successful Bidders, shall be given 12 (twelve) Months from the date of issuance of Letter of Allocation for execution of the capacity. The time for submission of project sanction documents by the bidder to NOIDA will be maximum 06 (Six) Months from the date of issuance of allocation letter 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 at the sole discretion of NOIDA.

If after 09 (Nine) Months as the case may be, from the date of issuance of Letter of Allocation the successful bidder could not submit Project Sanction Documents, in such case PBG for unsanctioned allocated capacity shall be forfeited.

Successful bidders shall share the time and date stamping photographs of the roofs and location details (Address) with NOIDA before taking sanction of the project. This has to ensure that the location identified by the Successful Bidder / Developer is strictly complying the list provided along with the RFP document.

For locating of buildings, NOIDA may extend help. However, the entire responsibility of locating the buildings lies with the Bidder. Bidders are required to visit the buildings to ascertain real potential of capacity to be installed. NOIDA shall not bear any responsibility in this regard.

Onus of locating the buildings/rooftops and completing the other documentation like finalizing the Project report and entering into agreements with the buildings/rooftops owners lies with the Successful Bidder / Developer within the above-mentioned time frame even for the buildings/rooftops identified by NOIDA for preferential installation.

The Successful Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 12 (twelve) Months as the case may be from the date of issue of letter of allocation.

If the Bidder fails to commission the sanctioned project within specified time i.e. 12 (twelve) Months from the date of LOA, further period of 06 (Six) months shall be allowed to Bidder for completion of entire unexecuted allocated capacity and penalty/ LD on per day basis calculated for the Performance Security on a 06 (Six) months period would be levied. After 06 months [i.e. total 18(Eighteen) Months, as the case may be, from the date of issuance of LOA], the project will get cancelled and the pro-rata PBG would be forfeited.

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In case, due to delay, 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 RFP, failing which their projects will be cancelled and commissioning certificates will not be issued.

4 OTHER CONDITIONS

Bidder or owner of the building has to obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning and O&M of the project . NOIDA shall not have any responsibility in this regard. For works part of Scope of Work of RFP, the responsibility lies with the Bidder.

4.1 BID BOND AND PROCESSING FEE SUBMISSION:

Bid bond shall be submitted for the offered capacity (along with processing fee)

4.2 TAX EXEMPTIONS:

Price bids are invited inclusive of all Taxes and duties. Tax exemptions including certificates of any sort, if applicable may be dealt with the concerned Department of Govt of India by the bidder directly. NOIDA in no case will be responsible for providing any tax exemptions to the bidder. However, NOIDA shall provide necessary support in facilitating the same.

5.0 REQUIREMENT OF APPROVALS ON MAKES OF THE COMPONENTS:

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 RFP.

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

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

7.0 TIME OF COMPLETION OF SANCTIONED CAPACITY

The Successful Bidder shall complete the roofs identification and survey, submission of project sanction documents as per the requirement of NOIDA Engineer-in-Charge, Design, Engineering, Manufacture, Supply, Storage, Civil Work, Erection, Testing & Commissioning of sanctioned project(s) within 12 (twelve) Months from the date of issue of allocation letter(s). In case of delay beyond scheduled commissioning period. However, further period of 06 (Six) Months shall be allowed to the Successful Bidder/ Developer for completion of entire unexecuted allocated capacity and Penalty/ LD on per day basis calculated for the Performance Security on a 06 (Six) Months period would be levied. After 06 months [i.e. total 15 (Fifteen) Months, as the case may be, from the date of issuance of LOA], the project will get cancelled and the pro-rata PBG would be forfeited.

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

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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.

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.

8.0 USER ID FOR UPDATING THE PROJECT PROGRESS ON BI-WEEKLY BASIS

Successful bidder's authorised 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. 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.

9.0 INSPECTION AND AUDIT BY THE GOVERNMENT

9.1 The Successful bidder shall permit NOIDA 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 NOIDA, if so required by the NOIDA anytime.

10.0 COMMISSIONING/COMPLETION CERTIFICATE

10.1 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 Roof Top SPV power plants as per NOIDA format.
- b. Project completion and satisfaction certificate from roof top owner's.

10.1.1 FINAL DECISION AND FINAL CERTIFICATE:

10.1.1.1 Upon completion of O & M of 25 years for RESCO Projects and subject to the Engineer-in-Charge being satisfied, the Engineer-in-Charge shall (without prejudice to the rights of the NOIDA 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 Owner of Roof/NOIDA.

10.2 DEDUCTIONS FROM THE CONTRACT PRICE:

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10.2.1 All costs, damages or expenses which NOIDA may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/will be liable, will be claimed by NOIDA. All such claims shall be billed by NOIDA to the Contractor within 30 (thirty) days of the receipt of the payment request and if not paid by the Successful bidder within the said period, NOIDA 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 NOIDA of such claims.

10.3 CORRUPT OR FRAUDULENT PRACTICES

NOIDA requires that Successful Bidders / Developers should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, NOIDA defines, for the purposes of this provision, the terms set forth as follows .

10.3.1 “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

10.3.2 “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 NOIDA/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 NOIDA of the benefits of free and open competition; 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 / NOIDA schemes.

11.0 DEBARRED FROM PARTICIPATING IN NOIDA’S ROOF TOP TENDER

11.1 NOIDA 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 RFP, such Bidders may be debarred from participating in NOIDA’s any future tender for a period as decided by the competent authority of NOIDA.

11.2 The Successful bidder must ensure that the ROOF TOP SOLAR PV SCHEME i.e. for the projects whose construction/despatch of equipment’s have been started only after the issue of sanction letter/allocation letter. Any roofs on which projects has been installed or commissioned before the issue of allocation letter/sanction letter shall be construed as fraudulent activity in which case Successful bidder(s) may be debarred from participating in NOIDA’s future tender for a period as decided by the Competent authority. However, such locations may be used for installation of additional capacity with the prior approval of competent authority.

CONTRACTOR

**Officer Inviting Tender
NOIDA**

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA



PART - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

1 SCOPE OF WORK

1.1. The Scope of work for the bidder include feasibility of installation in identified buildings/ Identified Locations for 25 years, Obtaining No Objection Certificate (NOC) from NOIDA for grid connectivity, execution of PPA (in the prescribed format attached herewith this RFP document), complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including Operation and Maintenance (O & M) of the project a period of 25 years after commissioning of the projects as per NOIDA's acceptance.

2 FIXED TARIFF

2.1 The Fixed 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 (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.

The fixed 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.

Fixed tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment of amount irrespective of his actual cost of execution of the project. 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.

Fixed 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 NOIDA. However, statutory variation of taxes and duties may be paid by NOIDA.

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 of 25 years

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

The Bidder shall complete the Price Bid furnished in the RFP Documents.

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

3 INSURANCE

The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum- erection 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 including watch and ward during O&M period.

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 warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 25 years from the date of commissioning of projects. The successful bidder has to transfer all the Guarantees/ Warrantees of the different components to the Owner 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 owner of the project and NOIDA will not be responsible in any way for any claims whatsoever on account of the above.

5 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

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.

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

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

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

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

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

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

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

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. Roof Top Owner is responsible for such obligation of bidder so as to achieve guaranteed CUF.

Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and breakdown maintenance.

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

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.

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.

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.

Co-ordination with Owner / NOIDA 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 authorized Noida on a monthly basis. Furnishing generation data (JMR) each month to NOIDA positively by 1st week of every month for the previous month.

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.

For any issues related to operation & maintenance, a toll-free number shall be made available to the rooftop owner/ plant owner to resolve within 72 hours.

If any jobs covered in O&M Scope as per RFP are not carried out by the contractor/ Bidders during the O&M period, the Engineer-In-Charge shall take appropriate action as deemed fit. NOIDA 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.

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

7 METERING

Metering of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM and NOIDA E/M department. NOIDA 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 25 year for RESCO Projects for fulfilling one of the condition for release of PBG. The bidder should send the periodic plant output details to NOIDA for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

PROGRESS REPORT

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

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 RFP to NOIDA as per the Format. 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. However, the decision of Engineer - in - charge shall be final in this regard.

Submission of O & M Report (OMR)

The bidder shall submit the Monthly O&M Report mandatorily to NOIDA as per the Format. 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. However, the decision of Engineer - in - charge shall be final in this regard.

9 PROJECT INSPECTION

The project progress will be monitored by NOIDA 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 NOIDA or any agency/ experts designated / authorised by NOIDA from time to time. NOIDA 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 to be carried out by NOIDA shall be borne by bidder. The cost of re-inspection, if any shall also be borne by bidder. The projects shall be inspected at any time during commissioning or after the completion of the project.

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

10 APPLICABLE LAW

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

11 SETTLEMENT OF DISPUTE

If any dispute of any kind whatsoever arises between NOIDA 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.

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 shall be finally settled by arbitration.

12 FORCE MAJEURE

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

(a) a Act of God, including, but not limited to pandemic, epidemic, lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by the competent state / central authority / agency (as applicable);

b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by the competent state / central authority / agency (as applicable); or

c) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Successful Bidder/Project Company or those employed or engaged by the Contractor.

Notwithstanding the provisions of clauses contained in this RFP 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.

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 NOIDA and its decision shall be final and binding on the contractor and all other concerned.

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, NOIDA has the right to terminate the contract in which case,

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the PBG shall be refunded to him.

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

13 LANGUAGE

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

14 OTHER CONDITIONS

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 NOIDA in writing.

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 NOIDA and owner of the Rooftop.

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.

NOIDA 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 NOIDA after obtaining proper legal advice, the cost of which will be chargeable to the Successful bidder concerned.

14.1 SUCCESSORS AND ASSIGNEES:

In case NOIDA 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.

14.2 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.

14.3 COUNTERPARTS:

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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.

14.4 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 NOIDA & Successful bidder hereto, any rights and / or remedies herein.

15 LIQUIDATED DAMAGES:

The Successful Bidder shall complete the entire scope of work within 12 (twelve) Months from the date of issue of allocation letter(s) in line as per RFP Document.

If the Successful Bidder fails to commission the sanctioned project within specified time, Liquidated Damages on per day basis calculated for the Performance Security on a 06 (Six) Months period would be levied. After 06 (Six) Months the Project will get cancelled and the total PBG amount would be forfeited.

If a project of 1 MWp is delayed by 36 days then the Liquidated Damages will be levied as given below

Liquidated Damages = [(Performance Security)/360 Days]*delayed days

CONTRACTOR

**Officer Inviting Tender
NOIDA**

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

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PART - V

**SPECIAL CONDITIONS OF
CONTRACT (SCC)**

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

1 DEFINITIONS & ABBREVIATIONS

In this “Bid / RFP 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 ownership 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 for solar power plants without battery. For the purpose of this RFP, the benchmark cost will be considered as defined

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 RFP, 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 this RFP, in the prescribed Format- 3

1.7 “Bid Deadline” shall mean the last date and time for submission of Bid in response to this RFP 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 (GM) of NOIDA himself and/or a person or group of persons nominated by GM 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 RFP.

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

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.

$$\text{CUF} = \text{Actual Plant Output in kWh over the year} / (\text{Installed Plant Capacity in kW} * \text{x 365 x 24})$$

$$\text{Monthly CUF: Monthly Plant output in kWh} / (\text{Installed Plant Capacity in kW} * \text{x number of days in a month x 24})$$

“Category” shall mean either bidders participating as Entrepreneur or New Entrepreneur”

* Installed Capacity for Calculation of CUF at the end of any year shall be taken considering degradation of 1% per annum.

1.15 “Eligibility Criteria” shall mean the Eligibility Criteria as set forth in this RFP.

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

1.17 “IEC” shall mean specifications of International Electro-Technical Commission.

This will be further governed by MNRE Benchmark Cost and discovered project cost. **“kWp”** shall mean Kilo-Watt Peak as defined in Company Act 2013 and Amendment, if any.

1.18 “O&M” shall mean Operation & Maintenance of 5 years for CAPEX model and 25 years for RESCO model of Rooftop Solar PV system.

1.19 “Owner of project” shall mean anyone who has ownership of the roof (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 roof on mutually agreed terms and conditions from the roof top owner(s) 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.

1.20 “Fixed Tariff” shall mean the tariff offered by the Bidder for 25 years for the Scope of work as per RFP document subject to the maximum fixed tariff of 25 years of as per RFP.

1.21 “Project capacity” means Capacity in kWp allocated to the Bidder consisting of single or multiple roof tops. The project capacity specified is on “DC” output Side only.

1.22 “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.

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

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1.23 “Parent Company (100% Holding Company)” shall mean a company that holds more than 50% percent of the paid- up equity capital directly or indirectly in the Bidding Company as the case maybe;

1.24 “Project Company” shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 4 of Part - II.

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

1.25 “Project Sanction Documents” shall mean the documents as specified in Annexure.
“Price Bid” shall mean Envelope II of the Bid, containing the Bidder’s quoted Price as per the Annexure of this RFP;

1.26 “Qualified Bidder” shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 5 of Part-II stand qualified for opening and evaluation of their Price Bid;

1.27 “RFP” shall mean Request for Selection (RFP) / Bid document / Tenderdocument

1.28 “RESCO” shall mean Renewable Energy Service Companies

1.29 “RESCO model” shall mean where the bidders intend to take a rooftop owned by some other entity on mutually agreed terms and conditions including lease agreement from the roof top owner(s) and enters into the PPA with rooftop owner / DISCOM / others for supply of Solar power for 25 years at a tariff as per RFP from the date of Commissioning of project.

1.30 “PPA” shall mean Power Purchase Agreement to be executed between successful bidder / project developer and the rooftop owner. The prescribed format for execution of PPA is attached as Annexure IV to this RFP.

1.31 “Rooftop Solar PV” shall mean solar PV array/system installed on the flat /inclined roof of the building / elevated platform on metallic or concrete structure minimum 10 feet above ground level / Ground mounted system (in the places where sufficient shadow free rooftop area is not available.) In such instance up to 40% Solar PV array/system capacity can be accommodated on nearby unutilised land subject to the NOIDA’s approval.

1.32 “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.

1.33 “Successful Bidder(s) / Contractor(s) / Project Developers(s)” shall mean the Bidder(s) selected by NOIDA pursuant to this RFP of different Category for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFP Documents, and to whom Letter of Allocation has been issued;

1.34 “NOIDA” shall mean New Okhla Industrial Development Authority, UP.

1.35 “SNA” shall mean State Nodal Agency.

1.36 “Tendered Capacity” shall mean the total aggregate capacity in for 10MWp, proposed to be allocated by NOIDA to the Successful Bidder through this bidding process as per terms and conditions

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specified therein.

1.37 “Ultimate Parent Company (100% Holding 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.

1.38 “Wp” shall mean Watt Peak

CONTRACTOR

**Officer Inviting Tender
NOIDA**

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA



PART - VI

SAMPLE FORMS & FORMATS

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

Format-1

FORMATS FOR SUBMITTING RFP

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
GM, E/M
Noida**

Sub:_____

Dear Sir,

1. We, the undersigned... [insert name of the 'Bidder'] having read, examined and understood in detail the RFP Document for Implementation of Grid connected Roof Top 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 (100% Holding Company) has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.
2. We give our unconditional acceptance to the RFP, datedand RFP Documents attached thereto, issued by NOIDA, as amended. As a token of our acceptance to the RFP Documents, the same have been initialed by us and enclosed to the Bid. We shall ensure that we execute such RFP Documents as per the provisions of the RFP and provisions of such RFP Documents shall be binding on us.
3. Bid Capacity

We have submitted bid for RESCO Mode Basis for the total capacity

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of 10MWp. as per RFP terms and conditions.

4. Bid Bond

We have enclosed a Bid Bond/DD/FDR of Rs..... (Insert Amount), in the form of bank guarantee no.....(Insert number of the bank guarantee) dated... [Insert date of bank guarantee] as per Formatfrom(Insert name of bank providing Bid Bond) and valid up to.....in terms of Clauseof this RFP. The offered quantum of power by us is 10MWp. (Insert total capacity offered).

- 5. We have submitted our Price Bid strictly as per this RFP, 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 effect that neither we have availed nor we shall avail in future any Incentive other than received from NOIDA for implementation of the project.

7. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by NOIDA in respect of any matter regarding or arising out of the RFP 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 fulfil 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 RFP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFP 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 :

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

10. We are enclosing herewith the Envelope-I (Covering letter, Processing fee and Bid Bonds (if applicable) etc as per the RFP document (through Offline) and Envelope-II (Techno- Commercial documents) (through online) and Envelope III (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Noida. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP 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 _____, 2020

Thanking you, We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution/Declaration .

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Format-2

GENERAL PARTICULARS OF THE BIDDER

| S No | Particulars | Details |
|-------------|---|----------------|
| | Name of the Company | |
| | Registered Office Address | |
| | Address of Bidder | |
| | E-mail | |
| | Web site | |
| | Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made | |
| | Year of Incorporation | |
| | Have the bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work. | |
| | Bank Details (Name, Account No, IFSC Code) | |
| | Reference of any document information attached by the Bidder other than specified in the RFP. | |
| | PAN No. (enclosed a copy) | |
| | Whether the Bidder wishes to form a Project Company for execution of work | Yes/No |
| | GST Address | |
| | GST ID (enclosed a copy) | |
| | Bidding company is listed in India | Yes/No |
| | Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below | |
| | Whether company is MSME as on the bidding date | Yes/No |

Please strike-off whichever is not applicable.

(Signature of Authorized Signatory)

With Stamp

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Format-A (Shareholding certificate)

| Name of the Equity holder | Type and Number of shares owned | % of equity holding | Extent of Voting rights |
|---------------------------|---------------------------------|---------------------|-------------------------|
| | | | |
| | | | |
| | | | |

(Signature of Authorized Signatory)

With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

Format-3

FORMAT FOR BID BOND/ EMD

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

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for selection of the Project of the capacity of MWp in response to the RFP No. dated _____ issued by New Okhla Industrial Development Authority (hereinafter referred to as NOIDA) and NOIDA considering such response to the RFP of [insert the name of the Bidder] as per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to NOIDA at [Insert Name of the Place from the address of NOIDA] forthwith on demand in writing from NOIDA or any Officer authorized by it in this behalf, any amount upto and not exceeding Indian Rupees [Insert amount not less than that derived on the basis of INR 50.00 Lakh of cumulative capacity proposed only, on behalf of M/s. [Insert name of the Bidder].

Further, _____ [insert name & address of bank] hereby agrees that any claim due and arising under this guarantee shall be enforceable against our Bank branch _____ [insert name & address of bank] and they shall honour such demand in any case not later than next working day.

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with this RFP] 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 INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with this RFP]. NOIDA shall be entitled to invoke this Guarantee till [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the NOIDA 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 NOIDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NOIDA.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow

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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 NOIDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by NOIDA or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of this RFP] with an additional claim period of thirty

(30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NOIDA 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____

Email ID of the Bank Branch :

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Format-4

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 RFP inter alia for selection of the Project of the capacity of kWp / MWp, at Roof Top scheme in response to the RFP no..... dated... issued by NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (hereinafter referred to as NOIDA) and NOIDA considering such response to the RFP 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 RFP 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 RFP, the_[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to NOIDA at [Insert Name of the Place from the address of the NOIDA] forthwith on demand in writing from NOIDA or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees..... [Total Value] only, on behalf of M/s _____[Insert name of the selected Solar Power Developer / Project Company]

Further, _____[insert name & address of bank] hereby agrees that any claim due and arising under this guarantee shall enforceable against our Bank branch _____[insert name & address of bank] and they shall honour such demand in any case not late then next working day.

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 toRs. _____

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

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

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

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

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require NOIDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NOIDA in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow 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 NOIDA 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 NOIDA or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

Notwithstanding anything contained hereinabove, 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 NOIDA serves upon us a written claim or demand. We undertake to extend the period of this guarantee and confirm to you in writing the extension of time on NOIDA's request, till such time as may be requested.

As per the RBI Guideline, if required, correspondence for confirmation of this Bank Guarantee shall be made on following address: (Address & Official Email ID of the Supervising Branch/ Office of the BG issuing Branch with name & designation of the officer concerned).

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

Email ID of the Bank Branch

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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 Bank from the List of Banks enclosed as per Annexure-B

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Format-5

CHECK LIST FOR BANK GUARANTEES

| Sl.No. | Details of checks | YES/NO. |
|--------|--|---------|
| a) | Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution | |
| b) | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG). | |
| c) | Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG? | |
| d) | Is each page of BG duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa? | |
| e) | Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents? | |
| f) | Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG | |
| g) | Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant? | |
| h) | Contact details of issuing bank including email id, mobile number etc. | |

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Format-6

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 favour 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 Roof top solar PV scheme in the State_in response to the RFP No

..... dated issued by NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY 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 NOIDA may require us to submit. The aforesaid Attorney is further authorized for making representations to the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, and providing information / responses to NOIDA, representing us in all matters before NOIDA, and generally dealing with NOIDA, in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned RFP.

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 RFP.

Signed by the within named

..... (Insert the name of the executant 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)

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Attested

.....
(Signature of the executant)

(Name, designation and address of the executant)

.....

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.....

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, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant 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 executant(s) 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 executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

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Format -7

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidding Company)

To,

GM, E/M
NOIDA

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System scheme in response to the RFP No: NOIDA/NIT/RESCO-10MW GCRT/2019 dated xxyyzzzz

We submit our Bid/Bids for the total capacity of 10 MWp put together for which details of our Financial Eligibility Criteria Requirements are as follows.

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover or Net worth (strike out whichever is not applicable) of Rs.Crore computed as per instructions provided in this RFP based on unconsolidated audited annual accounts (refer Note-1 below) any of the last 3 Years immediately preceding the Bid Deadline.

| Name of Financially Evaluated Entity* | Relationship with Bidding Company** | Financial year | Year of Incorporation | Annual Turnover (Rs. Crore) | Net worth (in Rs. Crore) |
|--|--|-----------------------|------------------------------|------------------------------------|---------------------------------|
| | | | | | |

* The Financially Evaluated Entity may be the Bidding Company itself.

** The column for "Relationship with Bidding Company" is to be filled in only in case financial capability of Parent Company (100% Holding Company) has been used for meeting Qualification Requirements.

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Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name:

Date:

Place:

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:

Date:

Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

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For

mat-8

FORMAT FOR

**CERTIFICATE OF RELATIONSHIP OF PARENT COMPANY (100% HOLDING COMPANY)
THE BIDDING
COMPANY**

To,

.....
.....

Dear Sir,

Sub:

We hereby certify that M/s.....,M/s.....,M/s... are the Parent Company (100% Holding Company) of the Bidding Company as per the definition of Parent Company (100% Holding Company) as provided in this RFP and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Parent Company (100% Holding Company)/Bidding Company or vice versa as on seven

(7) days prior to the Bid Deadline are given as below:

| Name of Bidding Company | Name of the Bidding Company/ Name of the Parent Company (100% Holding Company) of the Bidding Company | Name of the Company having common control on the Bidding Company | Percentage of Equity Holding of Parent Company (100% Holding Company) in the Bidding Company |
|-------------------------|---|--|--|
| | | | |

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*Strike out whichever is not applicable.

.....

(Insert Name and Signature of Statutory Auditor or practising Company Secretary of the Bidder)

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Format-9

UNDERTAKING FROM THE FINANCIALLY EVALUATED ENTITY

OR

ITS PARENT COMPANY (100% HOLDING COMPANY)

(On the Letter Head of the Financially Evaluated Entity or its Parent Company (100% Holding Company))

Name:
Full Address:
Telephone No.:
E-mail address:
Fax/No.:
To,

.....

Dear Sir,

We refer to the RFP No.....dated..... for Implementation of 10 MW Grid connected Roof Top Solar PV System scheme in response to the RFP No: NOIDA/NIT/RESCO-10MW GCRT/2019 dated

“We have carefully read and examined in detail the RFP, including in particular, Clauseof the RFP, regarding submission of an undertaking, as per the prescribed Formatat Annexureof the RFP.

We confirm that M/s... (Insert name of Bidding Company/) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in Clause....of the RFP referred to above.

We have also noted the amount of the Performance Guarantee required to be submitted as per Clause....of the RFP the (Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder”.

In view of the above, we hereby undertake to you and confirm that in the event of failure of(Insert name of the Bidding Company) to submit the Performance Guarantee in full or in part at any stage, as specified in the RFP, we shall submit the Performance Guarantee not submitted by(Insert name of the Bidding Company)”.

We have attached hereto certified true copy of the Board Resolution Whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

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Signature of Authorised Signatory

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

WITNESS

.....

(Signature)

Name.....

Designation.....

.....

(Signature)

Name.....

Designation.....

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Format-10

CONSORTIUM AGREEMENT

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

This Consortium Agreement (“Agreement”) executed on this _____ day of _____ 2019 between M/s [insert name of Lead Member] _____ a Firm / Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Lead Member”, which expression shall include its successors, executors and permitted assigns)

and
M/s _____ a Firm / Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Technical Member”, which expression shall include its successors, executors and permitted assigns), which expression shall include its successors, executors and permitted assigns)

WHEREAS, each Member individually shall be referred to as the “Member” and both the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS the New Okhla Industrial Development Authority (hereinafter called NOIDA), a Company incorporated under the Company’s Act, 2013 has invited response to RFP No. dated for design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of 10 MW Roof Top Solar PV power system.

WHEREAS the RFP documents stipulates that the Lead Member may enter into a Technical Consortium Agreement with another Company / Corporate entity to fulfill the Technical Eligibility Criteria as stipulated in the RFP document. The Members of the Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format enclosed with the RFP document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Technical Member _____.
2. The Lead Member is hereby authorized by the Technical Member of the Consortium to bind the Consortium and receive instructions for and on their behalf.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each

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Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

4. Subject to the terms of this Agreement, the Technical member shall be responsible for providing technical knowledge for “Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance” to the lead member.
5. In case of any breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
6. i)- Noida has the right to reject the RFP without assigning any reason. No claim submitted by the bidder would be entertained if RFP rejected and deposited EMD will be released/return to the bidder as per the Noida rule & regulation.

ii)-**Arbitration**-Any dispute or difference between the Noida and the Contractor as to the rights or liabilities of the parties hereto or as to any matter or thing whatsoever arising under this contract or concerning its construction whether such dispute or difference arises during the continuance of this contract or after its determination by completion or breach or otherwise however, shall in the first instance be referred to the C.E.O. NOIDA, who shall give his decision in writing thereon. Such decision shall be final and binding on the parties unless the Contractor within fourteen days of the receipt thereof give the C.E.O. notice in writing objecting to such decision, in which case and in the any case in which the C.E.O. fails to have a decision in writing within twenty-one days after receipt of notice in writing given to him by the Contractor requiring his decision such dispute or difference shall be referred to an arbitrator appointed by the C.E.O. NOIDA and in either case the decision of the arbitrator (including his decision as to costs) shall be final and binding on the both the parties and the cost of the arbitration shall be borne by the parties in such manner as the arbitrator may decide. If any such dispute arises in consequence of an act of God, war or civil commotion and is referred to arbitration under the provisions of this clause, the arbitrator shall decide whether this contract shall continue or shall be determined and shall in either case determine the terms and conditions which it shall continue or shall be determined. Provision of arbitration of conciliation Act 1996 or any statutory modification more enactment, there of as rules made there under and for time being enforce shall to be the arbitration proceedings under this clause. The following clauses are to be deemed included in these conditions only when plant or machinery is included in the contract.

iii)-All disputes arising out of this agreement shall be subject to the jurisdiction of civil court at Gautam Budh Nagar and Allahabad High Court.

7. It is hereby further agreed that in case of being short listed, the Members do hereby agree that they shall abide by the terms & conditions of the RFP document.
8. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the RFP submitted to NOIDA and shall remain valid till completion of the job assigned to the Contractor.
9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFP.
10. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of NOIDA.
11. This Agreement
 - (a) Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - (b) Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - (c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of NOIDA.

12. Stack of bidders

- (a) Main bidder.....% Stack Holder
- (b) Technical Partner (JV Partner).....% Stack Holder

Note:- Stack of main bidder should be 51%

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IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Lead Member]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s----- [Technical Member]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

Annexure-A

DOCUMENTS REQUIRED FOR PROJECT SANCTION

Following documents will be required to be submitted for project sanction:

1. Agreement between the bidder and NOIDA (Notarized original agreement on stamp paper of appropriate value should be enclosed).
2. All Agreement shall generally have reference to the NOIDA's RFP No. and Letter of Allocation and provisions as per terms and conditions, technical specification and performance parameter in line with the NOIDA's RFP Document against which Letter of Allocation has been issued. In addition, it shall indicate the price / tariff payable by the roof top Owner to the developer, payment terms, completion period along with other conditions of contract like insurance, warranty, force majeure, arbitration, jurisdiction, governing law, site access for the developer, and, site access for NOIDA officials for the entire plant life, obligation of the roof top owner regarding providing of data to NOIDA as per the RFP Document etc.
3. No Objection Certificate from the NOIDA E/M department for grid connectivity or CEIG approval (In case CEIG approval is suffice for grid connectivity). Undertaking of Successful Bidder on stamp Paper for indemnification of NOIDA shall be furnished in case approval of CEIG is only furnished for grid connectivity.
(Not mandatory during project identification, however mandatory for project commissioning/operation).
4. Summary Project Report (2-3 pages only) as per Format..
5. **NOIDA Service Charges if applicable:** DD / Bankers cheque for an amount, drawn in favor of NOIDA, payable at Noida against payment of NOIDA Service Charges.

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Check List

For issuance of Sanction Order

| S. No | Documents | Yes/No | Page No |
|-------|---|--------|---------|
| 1 | Covering Letter on Letter head | | |
| 2 | Copy of RESCO Agreement | | |
| 3 | NOC/ Acknowledgement from NOIDA | | |
| 4 | Copy of Electricity Bill | | |
| 5 | Colored Site Photos with Date & Time Stamping | | |
| 6 | BOM & SLD | | |
| 7 | Solar PV Module Specs Sheet | | |
| 8 | Solar PV Module IEC Certificates | | |
| 9 | Inverter Specs Sheet | | |
| 10 | Inverter IEC Certificates | | |
| 11 | Performance Bank Guarantee | | |
| 12 | NOIDA Service Charges (if applicable) | | |

Signature

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

Annexure-B

LIST OF BANKS

| 1. SCHEDULED COMMERCIAL BANKS | 3. FOREIGN BANKS |
|--------------------------------------|---|
| SBI AND ASSOCIATES | 24. A B BANK |
| 1. State Bank of India | 25. SHINHAN BANK |
| 2. State Bank of Indore | 26. CTBC BANK Co. Ltd. |
| NATIONALISED BANKS | 27. MIZUHO BANK, Ltd. |
| 1. Allahabad Bank | 28. Krung Thai Bank Public Company Ltd. |
| 2. Andhra Bank | 29. Antwerp Diamond Bank N.V |
| 3. Bank of India | 30. Australia And New Zealand Banking Group Limited |
| 4. Bank of Maharashtra | 31. Sumitomo Mitsui Banking Corporation |
| 5. Canara Bank | 32. American Express Banking Corporation |
| 6. Central Bank of India | 33. Commonwealth Bank of Australia |
| 7. Corporation Bank | 34. Credit Suisse A.G |
| 8. Dena Bank | 35. FirstRand Bank Ltd. |
| 9. Indian Bank | 36. Industrial And Commercial Bank of China Ltd. |
| 10. Indian Overseas Bank | 37. JSC VTB Bank |
| 11. Oriental Bank of Commerce | 38. National Australia Bank |
| 12. Punjab National Bank | 39. Rabobank International |
| 13. Punjab & Sind Bank | 40. Sberbank |
| 14. Syndicate Bank | 41. USB AG |
| 15. Union Bank of India | 42. United Overseas Bank Ltd. |
| 16. United Bank of India | 43. Westpac Banking Corporation |
| 17. UCO Bank | 44. Woori Bank |

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| | |
|---|-----------------------------------|
| 18. Vijaya Bank | 45. Doha Bank Qsc |
| 19. Bank of Baroda | |
| 20. EXIM Bank | 4. SCHEDULED PRIVATE BANKS |
| 2. OTHER PUBLIC SECTOR BANKS | 1. Federal Bank Ltd. |
| 1. IDBI Bank Ltd. | 2. ING Vysya Bank Ltd. |
| 3. FOREIGN BANKS | 3. Axis Bank Ltd. |
| 1. Bank of America NA | 4. ICICI Bank Ltd. |
| 2. Bank of Tokyo Mitsubishi UFJ Ltd. | 5. HDFC Bank Ltd. |
| 3. BNP Paribas | 6. Yes Bank Ltd. |
| 4. Calyon Bank | 7. Kotak Mahindra Bank |
| 5. Citi Bank N.A. | 8. IndusInd Bank Ltd. |
| 6. Deutsche Bank A.G | 9. Karur Vysya Bank |
| 7. The HongKong and Shanghai Banking Corpn. Ltd. | 10. Catholic Syrian Bank |
| 8. Standard Chartered Bank | 11. City Union Bank |
| 9. SocieteGenerale | 12. Dhanlaxmi Bank. Ltd |
| 10. Barclays Bank | 13. Jammu & Kashmir Bank Ltd |
| 11. Royal Bank of Scotland | 14. Karnataka Bank Ltd |
| 12. Bank of Nova Scotia | 15. Laxmi Vilas Bank Ltd |
| 13. Development Bank of Singapore (DBS Bank Ltd.) | 16. Nainital Bank Ltd |
| 14. Crédit Agricole Corporate and Investment Bank | 17. Ratnakar Bank Ltd |
| 15. Abu Dhabi Commercial Bank Ltd | 18. South Indian bank Ltd |
| 16. Bank of Bahrain & Kuwait B.S.C | 19. Tamilnadu Mercantile Bank Ltd |
| 17. Mashreq Bank p.s.c | 20. DCB Bank Ltd |
| 18. HSBC Bank Oman S.A.O.G | 21. IDFC Bank |
| 19. Sonali Bank Ltd. | |

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

| | |
|---|--|
| 20. J. P. Morgan Chase Bank, National Association | |
| 21. State Bank of Mauritius Ltd. | |
| 22. BANK of CEYLON | |
| 23. BANK INTERNASIONAL INDONESIA | |

Note: In addition to the banks listed above, the bidder can furnish the Bank Guarantees towards EMD/ PBG issued by any Scheduled Commercial Bank as per RBI.

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

BANK DETAILS OF NOIDA

A. DETAILS OF BENEFICIARY/ ACCOUNT HOLDER

| | |
|---------------------|--------------------------|
| Name of Beneficiary | Noida |
| Address | Sector 6, Noida - 201301 |
| Contact Number | Telephone : |
| E-mail ID | |

B. BANK DETAILS

| | |
|--------------------------|--|
| Bank Name | |
| Branch Address | |
| Beneficiary Account No. | |
| Beneficiary Account Name | |
| Type of Bank Account | |
| MICR Code of the Bank | |
| IFSC Code of the Bank | |

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

Annexure C

OPERATION AND MAINTENANCE GUIDELINES OF PV PLANTS

For the optimal operation of a PV plant, maintenance must be carried out on a regular basis.

All the components should be kept clean. It should be ensured that all the components are fastened well at their due place.

Maintenance guidelines for various components viz. solar panels, inverter, wiring etc. are discussed below:

1. SOLAR PANELS

Although the cleaning frequency for the panels will vary from site to site depending on soiling, it is recommended that

- ✓ The panels are cleaned at least once every fifteen days.
- ✓ Any bird droppings or spots should be cleaned immediately.
- ✓ Use water and a soft sponge or cloth for cleaning.
- ✓ Do not use detergent or any abrasive material for panel cleaning.
- ✓ Iso-propyl alcohol may be used to remove oil or grease stains.
- ✓ Do not spray water on the panel if the panel glass is cracked or the back side is perforated.
- ✓ Wipe water from module as soon as possible.
- ✓ Use proper safety belts while cleaning modules at inclined roofs etc.
- ✓ The modules should not be cleaned when they are excessively hot. Early morning is particularly good time for module cleaning.
- ✓ Check if there are any shade problems due to vegetation or new building. If there are, make arrangements for removing the vegetation or moving the panels to a shade-free place.
- ✓ Ensure that the module terminal connections are not exposed while cleaning; this poses a risk of electric shock.
- ✓ Never use panels for any unintended use, e. g. drying clothes, chips etc.
- ✓ Ensure that monkeys or other animals do not damage the panels.

2. CABLES AND CONNECTION BOXES

- ✓ Check the connections for corrosion and tightness.
- ✓ Check the connection box to make sure that the wires are tight, and the water seals are not damaged.
- ✓ There should be no vermin inside the box.
- ✓ Check the cable insulating sheath for cracks, breaks or burns. If the insulation is damaged, replace the wire.
- ✓ If the wire is outside the building, use wire with weather-resistant insulation.
- ✓ Make sure that the wire is clamped properly and that it should not rub against any sharp edges or corners.
- ✓ If some wire needs to be changed, make sure it is of proper rating and type.

3. INVERTER

- ✓ The inverter should be installed in a clean, dry, and ventilated area which is separated from, and not directly above, the battery bank.

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- ✓ Remove any excess dust in heat sinks and ventilations. This should only be done with a dry cloth or brush.
- ✓ Check that vermin have not infested the inverter. Typical signs of this include spider webs on ventilation grills or wasps' nests in heat sinks.
- ✓ Check functionality, e.g. automatic disconnection upon loss of grid power supply, at least once a month.
- ✓ Verify the state of DC/AC surge arrestors, cable connections, and circuit breakers.

4. SHUTTING DOWN THE SYSTEM

- ✓ Disconnect system from all power sources in accordance with instructions for all other components used in the system.
- ✓ Completely cover system modules with an opaque material to prevent electricity from being generated while disconnecting conductors.
- ✓ To the extent possible, system shutdown will not be done during day time or peak generation.

d. INSPECTION AND MAINTENANCE SCHEDULE

| Component | Activity | Description | Interval | By |
|----------------|---|---|---|-----------------|
| PV Module | Cleaning | Clean any bird droppings/ dark spots on module | Immediately | User/Technician |
| | Cleaning | Clean PV modules with plain water or mild dishwashing detergent. Do not use brushes, any types of solvents, abrasives, or harsh detergents. | Fortnightly or as per the site conditions | User/Technician |
| | Inspection (for plants > 100 kW _p) | Use infrared camera to inspect for hot spots; bypass diode failure | Annual | Technician |
| PV Array | Inspection | Check the PV modules and rack for any damage. Note down location and serial number of damaged modules. | Annual | User/Technician |
| | Inspection | Determine if any new objects, such as vegetation growth, are causing shading of the array and move them if possible. | Annual | User/Technician |
| | Vermin Removal | Remove bird nests or vermin from array and rack area. | Annual | User/Technician |
| Junction Boxes | Inspection | Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. | Annual | Electrician |

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| | | | | |
|-------------|------------|--|-----------|---------------|
| | | Check position of switches and breakers. Check operation of all protection devices. | | |
| Wiring | Inspection | Inspect cabling for signs of cracks, defects, loose connections, overheating, arcing, short or open circuits, and ground faults. | Annual | Electrician |
| Inverter | Inspection | Observe instantaneous operational indicators on the faceplate of the inverter to ensure that the amount of power being generated is typical of the conditions. Inspect Inverter housing or shelter for physical maintenance, if required. | Monthly | Electrician |
| Inverter | Service | Clean or replace any air filters. | As needed | Electrician |
| Instruments | Validation | Spot-check monitoring instruments (pyranometer etc.) with standard instruments to ensure that they are operational and within specifications. | Annual | PV Specialist |
| Transformer | Inspection | Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc. | Annual | Electrician |

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| Component | Activity | Description | Interval | By |
|-------------------------|-----------------|--|-----------------|----------------|
| Tracker (if present) | Inspection | Inspect gears, gear boxes, bearings as required. | Annual | Technician |
| | Service | Lubricate tracker mounting bearings, gearbox as required. | Bi-annual | Technician |
| Plant | Monitoring | Daily Operation and Performance Monitoring | Daily | Site in charge |
| Spare Parts | Management | Manage inventory of spare parts. | As needed | Site in charge |
| Log Book | Documentation | Document all O&M activities in a workbook available to all service personnel | Continuous | Site in charge |

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Annexure- D

QUALITY CERTIFICATION, STANDARDS AND TESTING FOR GRID-CONNECTED ROOFTOP SOLAR PV SYSTEMS/POWER PLANTS

Quality certification and standards for grid-connected rooftop 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 rooftop solar PV system/ plant must conform to the relevant standards and certifications given below:

| Solar PV Modules/Panels | |
|---|--|
| IEC 61215/ IS 14286 | Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV) Modules |
| IEC 61701 | Salt Mist Corrosion Testing of Photovoltaic (PV) Modules |
| IEC 61853- Part 1/ IS 16170: Part 1 | Photovoltaic (PV) module performance testing and energy rating –: Irradiance and temperature performance measurements, and power rating |
| IEC 62716 | Photovoltaic (PV) Modules – Ammonia (NH3) Corrosion Testing (As per the site condition like dairies, toilets) |
| IEC 61730-1,2 | Photovoltaic (PV) Module Safety Qualification – Part 1: Requirements for Construction, Part 2: Requirements for Testing |
| Solar PV Inverters | |
| IEC 62109-1, IEC 62109-2 | Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 for outdoor mounting, IP 54 for indoor mounting) |
| IEC/IS 61683 (as applicable) | Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions) |
| IEC 62116/ UL 1741/ IEEE 1547 (as applicable) | Utility-interconnected Photovoltaic Inverters - Test Procedure of Islanding Prevention Measures |

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| | |
|---|--|
| IEC 60255-27 | Measuring relays and protection equipment – Part 27: Product safety requirements |
| IEC 60068-2 / IEC 62093 (as applicable) | Environmental Testing of PV System – Power Conditioners and Inverters |
| Fuses | |
| IS/IEC 60947 (Part 1, 2 & 3), EN 50521 | General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests |
| IEC 60269-6 | Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems |
| Surge Arrestors | |
| BFC 17-102:2011 | Lightening Protection Standard |
| IEC 60364-5-53/ IS 15086-5 (SPD) | Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control |
| 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/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947 (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 | |

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| | |
|--|--|
| 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 Mounting Structure | |
| IS 2062/IS 4759 | Material for the structure mounting |

Note- Equivalent or above standards may be used for different system components of the plants. In case of clarification, following person/agencies may be contacted.

- Ministry of New and Renewable Energy (Govt. of India)
- National Institute of Solar Energy
- The Energy & Resources Institute
- TUV Rheinland
- UL

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Annexure-E

PROJECT REPORT FORMAT

**Format for Summary Project Report for
Grid Connected Rooftop Power Plants**

1. Name of Bidder
2. RFP no.
3. Project details (Site location & Address)
4. Brief about the Rooftop Solar Power Generation System
5. Details of the beneficiary
6. Specifications of the Components and Bill of Material/ Quantities

| Sl. no | Component | Specifications | Quantity | Make |
|--------|---|-------------------|----------|------|
| A | Solar PV module | | | |
| A.1 | Aggregate Solar PV capacity (MWp) | | | |
| B | Grid Tie inverter (Type and Capacity) | | | |
| B.1 | Aggregate Inverter capacity (kVA) | | | |
| C | Module mounting structure (Certified by a Structural Engineer (Mandatory for 10 kWp to 10MWp) | | | |
| D | Array Junction Box | | | |
| E | AC Distribution Board | | | |
| F | Cable (All type) | DC AC | | |
| G | Earthing Cable/ Strip Kit (maintenance free) | | | |
| H | Lightening Arrestor | | | |
| I | Earthing Pits (No.) | LA: DC: AC: | | |
| J | Online monitoring system | | | |
| K | Transformer | | | |
| L | Any other component | | | |

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7. Unit cost of solar power generation
 8. Cost benefit analysis, payback period
 9. Expected output/annum
 10. Respective drawings for layout, electrical wiring connections, earthing, components etc.
 11. Connectivity details with grid and metering arrangement (with sketch diagram)
 12. Copy of electricity bill of the beneficiary and consumer number
 13. Any other information
 14. Documentary proof regarding beneficiary type as per the RFP
- (The above information should be limited up to 2-3 pages only)**

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Annexure F

DECLARATION of AUTHORIZATION

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

I/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..... 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..... (Name of Work of Tender) response to the RFP No datedissued by NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (NOIDA) 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 NOIDA may require us to submit.

The aforesaid undertaking is further authorized for making representations to the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY and providing information / responses to NOIDA representing us in all matters before NOIDA and generally dealing with NOIDA in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned RFP.

We hereby agree to ratify all acts, deeds and things done by our said undertaking pursuant to this undertaking and that all acts, deeds and things done by our aforesaid undertaking 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 RFP.

Signed by the within named

..... (Insert the name of the executant company)

Name:

Company:

Phone:

E-mail:

Address:

Sincerely,

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

Annexure G

Monthly O & M Report

Month and year:

Name of the bidder:

RFP ref no.:

Project Capacity:

Address of the site:

Part A

| Component | Activity | Description | Date | Name / Signature | *Remarks |
|------------------|--|--|-------------|-------------------------|-----------------|
| PV Module | Cleaning | Immediately clean any bird droppings/ dark spots on module. | | | |
| | Cleaning | Clean PV modules with plain water or mild dishwashing detergent. | | | |
| | Inspection (for plants > 100 kW _p) | Infrared camera inspection for hot spots; bypass diode failure. | | | |
| PV Array | Inspection | Check the PV modules and rack for any damage. | | | |
| | Inspection | If any new objects, such as vegetation growth etc., are causing shading of the array. Remove if any. | | | |
| | Vermin Removal | Remove bird nests or vermin from array and rack area. | | | |

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| | | | | | |
|----------------|------------|--|--|--|--|
| Junction Boxes | Inspection | <ul style="list-style-type: none"> • Inspect electrical boxes for corrosion, intrusion of water or vermin. • Check position of switches and breakers. • Check status of all protection devices. | | | |
| Wiring | Inspection | Inspect cabling for signs of cracks, defects, loose connections, corrosion, overheating, arcing, short | | | |

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| Component | Activity | Description | Date | Name / Signature | *Remarks |
|------------------|---------------|--|------|------------------|----------|
| | | or open circuits, and ground faults. | | | |
| Inverter | Inspection | <ul style="list-style-type: none"> • Observe instantaneous operational indicators on the faceplate. • Inspect Inverter housing or shelter for any physical maintenance. • Check for connection tightness. | | | |
| Inverter | Service | Clean or replace any air filters. | | | |
| Instruments | Validation | Verify monitoring instruments (pyranometer etc.) with standard instruments to verify their operation within tolerance limits. | | | |
| Transformer | Inspection | Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc. | | | |
| Plant | Monitoring | Daily Operation and Performance Monitoring. | | | |
| Spare Parts | Management | Manage inventory of spare parts. | | | |
| Log Book | Documentation | Maintain daily log records. | | | |
| Tracker (if any) | Inspection | Inspect gears, gear boxes, bearings, motors. | | | |
| | Service | Lubricate bearings, gear as required. | | | |

*Provide details of any replacement of systems/components, damages, plant/inverter shut down (planned/forced), breakdown, etc under remarks.

*Daily register is to be maintained by the bidder at each location. The same may be inspected by NOIDA or its authorised representative at any time of O&M period. The Register will have the information about the daily generation, Inverter downtime if any, Grid outages.

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

Part B

| Date | Generation kWh | Grid outage (hh:mm) | Inverter down period (hh:mm) | Remarks |
|-------------|-----------------------|----------------------------|-------------------------------------|----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
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| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |
| 31 | | | | |

Total generation for the month in kWh:

Cumulative generation since commissioning in kWh:

CUF for month in %:

Cumulative CUF since commissioning in %:

Date: Signature of the Authorised signatory of the Bidder

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Annexure H

Project Completion Report for Grid-Connected Rooftop

| | | | |
|--|--|-------------------------------|--------------------|
| Financial year * : | | | |
| Approval No. * : | | | |
| Proposal Title : | | | |
| Installed by agency : | | | |
| Project initiated by : | | | |
| Title of the Project* : | | SPV Capacity (kWp)*: | |
| Category of the organization / beneficiary* : | | Name of the contact person* : | |
| Address of contact person* : | | | |
| State* : | | District/City* : | |
| Mobile* : | | Email* : | |
| Telephone No. : | STD code- | Website : | |
| Other info | | | |
| Electricity Distribution Company Name : | | | |
| Electricity consumer account no. as per electricity bill : | | as on Date : | |
| Bank Details of Beneficiary | | | |
| Name of A/c holder : | | | |
| Name of Bank : | | | |
| Name of Branch and Address : | | | |
| Bank IFSC Code : | | | |
| 9 Digit Micr Code : | | | |
| Type of Account : | | | |
| Account No. : | | | |
| Adhar Card Number : | | | |
| Technology Description & System Design /Specification | | | |
| (Compliance to BIS/IEC Standards is mandatory) | | | |
| 1. Module | | | |
| Capacity/Power of each PV Module(Wp)* : | 1. Capacity/Power 2. Capacity/Power | | 1. Nos: 2. Nos: |
| Cumulative Capacity of Modules(KWp): | | | |
| Solar cell technology : | | | |
| Module efficiency (in Percentage) : | | | |
| | | | |
| 2. Inverters | | | |
| Type of inverter : | | | |
| Make of inverter : | | | |
| Capacity/Power of each PCU/inverters (VA)* : | Capacity/Power Nos. | | |

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| | | | |
|--|-----|------------------------------------|-----|
| Capacity/Power of PCU/inverters (KVA) : | | | |
| Inverter efficiency (Full load) : (in percentage) | | | |
| 3. Metering Arrangement | | | |
| Details of Metering | | | |
| Type of Meter* : | | | |
| Make of Meter : | | | |
| 5. Other informations | | | |
| Units of electricity generated by the solar plant as per meter (in KWh): | | | |
| Monitoring Mechanism : | | | |
| No. of personnel to be trained in O&M | | | |
| Task & Expected Schedule(in Months) | | | |
| Grid connectivity level | | | |
| Grid connectivity level phase* : | | Grid connectivity level Voltage* : | |
| | | | |
| Costing of Project | | | |
| Hardware cost : | Rs. | Total Cost of Installation : | Rs. |
| | | | |
| Means of Finance | | | |
| Envisaged Central Financial Assistance from MNRE* | Rs. | | |
| Incentive from states if any | Rs. | | |
| Contribution of Beneficiaries* | Rs. | | |
| Other Source (s) of Funding | Rs. | | |
| | | | |

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Annexure-I

**INTIMATION TO NOIDA FOR IMPLEMENTATION OF GRID CONNECTED
ROOFTOP SOLAR PV PLANT UNDER
_____SCHEME**

To,

Date:

_____ (Designated Officer, Noida)

| | | |
|---------------|---|---|
| 1. | Name of SPD/Implementing Agency | |
| 2 | Name of the Consumer* | |
| Site Details* | | |
| 3 | Address of the Rooftop Project Site:* | H No: |
| | | Street Name: |
| | | Village Name: |
| | | District Name: |
| | | State: |
| | | Pin Code: |
| 4 | Phone / Mobile no. * | |
| 5 | Email Id: | |
| 6 | Electricity Consumer No. * | |
| 7 | Category (Please) * | <input type="radio"/> Residential Commercial Industrial <input type="radio"/> Educational Government Specify |
| 8 | Installed Plant Capacity (kWp)* | |
| 9 | Connected load (kVA)* | |
| 10 | Voltage level at interconnection* | <input type="radio"/> 415 V <input type="radio"/> 11 kV <input type="radio"/> above 11 kV |
| 11 | Nearest Transformer Details | Location: Capacity: |
| 12 | Details of Inverter with Anti-Islanding Protection* Phase (Φ): (Please) Galvanic Isolation (Please) | Make: Capacity: <input type="radio"/> Single phase 3-Phase <input type="radio"/> Inverter |
| 14 | Both AC and DC components of the SPV power plants Earthed*: <input type="checkbox"/> | |
| 15 | CEIG Inspection required* | <input type="radio"/> Yes <input type="radio"/> No |
| 16 | If, Yes, Inspection date * (Attach copy of CEIG Certificate) | |
| 18 | Bank Account details | Account No. Bank Branch |
| 19 | Date of Grid Synchronisation* | |
| 20. | Metering and grid connectivity | Applied on: |

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(Attach acknowledgment from
NOIDA, if received)

*to be provided mandatorily

It is certified that the information furnished above is true to the best of my knowledge.

Authorised Signatory of Consumer /
Implementing Agency on behalf of consumer

Copy To:

Engineer In-charge, Noida

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PROFORMA OF BANK GUARANTEE FOR NOIDA SERVICE CHARGES (IF applicable)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:.....

Date:

LOA No.....

..... *[Name of Contract]*

To:

GM, E/M
Noida

Dear Sir / Madam,

We refer to the Contract ("the Contract")vide letter of award issued on *(insert date of the notification of award)*
by you to M/s*(Name of Contractor)*having its Principal place of business at*(Address of Contractor)* and Registered Office at *(Registered address of Contractor)* ("the Contractor") concerning
(Indicate brief scope of work) for the complete execution of the *(insert name of the Project)*

By this Bank Guarantee, we, the undersigned, *(insert name & address of the issuing bank)*....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at*(insert address of registered office of the bank)*..... do hereby irrevocably guarantee payment to you up to i.e., five percent (5%) of the maximum NOIDA service charges for MW *(insert capacity of projects for which bank guarantee isrequired)* under the Contract upto and inclusive of.....

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

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

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This Bank Guarantee shall remain in full force and shall be valid from the date of issuance upto and inclusive ofand shall be extended from time to time for such period, as may be desired by Noida on whose behalf this Bank Guarantee has been given.

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

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

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

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed_____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto.....
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before"

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

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Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Email ID of the Bank Branch:

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded.”

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Check List for Offline Documents:

| S. No | Documents Details | Attached , (Yes/No) |
|--------------|---|----------------------------|
| 1. | Covering Letter | |
| 2 | General Particulars | |
| 3 | Original copy of the Bid Bond as per format in the form of a Bank Guarantee/DD/FDR. | |
| 4 | DD/Bankers cheque for an amount, drawn in favour of NOIDA, payable at New Delhi against payment of Tender Processing Fee. | |
| 5 | Original Power of Attorney supplemented with Board resolutions for RESCO Mode. | |
| 6 | Financial eligibility criterion | |
| 7 | Certificate for certificate of relationship of Parent Company (100% Holding Company) the Bidding Company , if required | |
| 8 | Undertaking from the Financially Evaluated Entity or its Parent Company (100% Holding Company) as per Format if required. | |
| 9 | Original copy of the Consortium Agreement as per Format, if any | |
| 10 | Share Holding certificate | |

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PART - VII

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

The proposed projects shall be commissioned as per the technical specifications given below. 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 Tied Solar Rooftop 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 tied 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 lightening protections.
- IR/UV protected PVC Cables, pipes and accessories

1.1 SOLAR PHOTOVOLTAIC MODULES:

The PV modules used should be made in India.

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 centres.
- e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.
- f) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. NOIDA/owners shall allow only minor changes at the time of execution.
- g) Other general requirement for the PV modules and subsystems shall be the Following:

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- 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).

Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules. 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, I_m , V_m 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

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 Owners 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.

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1.2 ARRAY STRUCTURE

- a) Hot dip galvanized 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 Delhi-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 NOIDA. 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 need 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 roof and need arrange suitable structures based on the quality of roof.
- 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 roof level should be 300 mm.
- j) Ballast type structures can be used only for plants for capacity more than 40kWp.

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

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- 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 tied 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, 50Hz
- 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

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| | |
|-------------------------------|----------|
| Variation in supply voltage | +/- 10 % |
| Variation in supply frequency | +/- 5 Hz |

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:

| | |
|---|--|
| Switching devices | IGBT/MOSFET |
| Control | Microprocessor /DSP |
| Nominal AC output voltage and frequency | 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.) |
| Output frequency | 50 Hz |
| Grid Frequency Synchronization range | +/- 5 Hz |
| Ambient temperature considered | -20° C to 50° C |
| Humidity | 95 % Non-condensing |
| Protection of Enclosure | IP-20(Minimum) for indoor. |
| | IP-65(Minimum) for outdoor. |
| Grid Frequency Tolerance range | +/- 5 Hz |
| Grid Voltage tolerance | -0.20.15 |

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| | |
|-------------------------------|--|
| No-load losses | Less than 1% of rated power |
| Inverter efficiency(minimum) | >93% (In case of 10 kW or above with in-built galvanic isolation) >97% (In case of 10 KW or above without in- built galvanic isolation) |
| Inverter efficiency (minimum) | > 90% (In case of less than 10 kW) |
| THD | < 3% |
| PF | > 0.9 |

- 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 roof top 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.

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- 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 for each of the solar PV plant above **10 kWp** capacity.
- 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

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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 energymeter.
- 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 owner / NOIDA 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 receiver 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 NOIDA for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to NOIDA before commissioning of SPV plant.
- d) Reverse power relay shall be provided by bidder (if necessary), as per the local NOIDA requirement.

5 POWER CONSUMPTION:

- a) Regarding the generated power consumption, priority need to give for internal consumption only. As solar plant will be setup as per the load of that particular building therefore no excess power can be produced. In holidays/ not working days, deemed generation will be considered by NOIDA.

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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 lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/NOIDA 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-tied equipment. The Rooftop 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

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- ii. Temp. Range: -10°C to $+80^{\circ}\text{C}$
- 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 multi-stranded flexible copper/Aluminium 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 clamped to the rooftop, walls and ceilings with thermo- plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm^2 copper; the minimum AC cable size shall be 4.0 mm^2 copper. In three phase systems, the size of the neutral wire size shall be equal or half 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%.

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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.

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

- a) The maximum permissible capacity for rooftop shall be 1 MW for a single gross metering point.
- b) Utilities may have voltage levels other than above, Noida 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 NOIDA/owner.
- 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 NOIDA/ owner.

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 shortcircuits

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- 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 on the Roof or site where the PV arrays have been installed.
- d) Electrical Safety Certificate need to get for the Solar Power Plant as per the instruction of the Govt.

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 NOIDA/owners 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 labour. The bidder should submit the array layout drawings along with Shadow Analysis Report to NOIDA/Owner for approval.
- b) NOIDA reserves the right to modify the landscaping design, Layout and specification of sub-systems 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 roof

15 SOLAR PV SYSTEM ON THE ROOFTOP FOR MEETING THE ANNUAL ENERGY REQUIREMENT

The Solar PV system on the rooftop of the selected buildings will be installed to inject 100% power to grid.

16 SAFETY MEASURES:

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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 NOIDA/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 **Annexure-G** for IEC standards to be mandatorily adhered.

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Annexure-I

MODEL POWER PURCHASE

AGREEMENT (PPA)

BETWEEN

CONTRACTOR AND NOIDA

**Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive
Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO
Model at Identified Buildings of NOIDA**

This Power Purchase Agreement (PPA) is executed on (date), (month), (year) at <location> between Authorized representative of Purchaser <NOIDA>(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 <NOIDA> for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of _____MWp Rooftop Solar PV System at (building name)" (Project) and as per competitive bidding under RFP 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 rooftop 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 here in after 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:

**Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive
Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO
Model at Identified Buildings of NOIDA**

1. Definitions and Interpretation

1.1 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) "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.
- (c) "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 1:4 such Governmental Authority.
- (d) "Assignment" has the meaning set forth in Section 14.1:
- (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:

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- (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) "Disruption Period" has the meaning set forth in Section 5.3 (c)

- (l) "Distribution Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;

- (m) "Due Date" has the meaning set forth in Section 7.4;

- (n) "Effective Date" has the meaning set forth in Section 2;

- (o) "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;

- (p) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

- (q) "Force Majeure Event" has the meaning set forth in Section 11.1

- (r) "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.

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- (s) "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.
- (t) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.
- (u) "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 the perform them.
- (v) "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.
- (w) "Invoice Date has the meaning set forth in Section 7.2.
- (x) "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)

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(aa) "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. $PR = (\text{Measured output in kW} / \text{Installed plant capacity in kW} * 1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2)$

(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" 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 entirety 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 fee payable by Power Purchaser to the Power Producer under the circumstances described in Section 3.2

(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

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(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) "Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved .by the Purchaser (ii) or proposed by the Purchaser in accordance. with Schedule III hereof and approved by - the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of afresh power purchase agreement in-accordance with the terms and conditions contained in the said Schedule.

(oo) "Solar Power" means the supply of electrical energy output from the System.

(pp) "Solar Power Payment" has the meaning set forth in Section 7.1.

(qq) "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.

(rr) "System Operations" means the Power Producer's operation; maintenance and repair of the System performed in accordance the requirement herein.

(ss) "Tariff" means the price per kWh set forth in Schedule II hereto.

(tt) "Term" has the meaning set forth in Section 3.1:

1.2 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.

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Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO
Model at Identified Buildings of NOIDA**

3. Terms and Termination

3.1 Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.

3.2 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 as per Schedule III to this Agreement. 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. 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.

3.3 Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, 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 liens or encumbrances 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)

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4 Construction , Installation, Testing and Commissioning of the System.

4.1 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 RFP 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 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.
- e) Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or(b) water proofing of roof to be disturbed ;(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.
- g) 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.

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- h) 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 (Force Majeure or Purchaser Default), 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> RFP appended as Schedule VI format as per respective RFP document to this Agreement.
- i) 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 laws through the Term of the Agreement.
- j) Power Producer shall fulfill all obligations undertaken by it under this Agreement.

4.2 Approvals 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.

4.3 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 and injection of. Power at Delivery Point shall be the "Commercial Operation Date"

5 System Operations

5.1 The Power Producer as Owner and Operator

The System will be legally and beneficially owned by the Power Producer 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.

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.

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5.2 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 **Noida E/M Department**.
- (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 RFP (reference to be quoted).

5.3 System Disruptions

- (a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide restricted access of the Premises to Power Producer for operation and maintenance of solar power plant.
- (b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.
- (c) Roof Repair and other System Disruptions In the event that (a) the Purchaser repairs the Premises' roof 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, and such events attributable to Purchaser (except Force majeure, 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 preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation (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

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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

6.1 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. In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

- a) In the event Power Producer is generating power, and the Purchaser is not able to record the units generated due to faults in the equipment's of the Purchaser e.g., 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 Solar Power Plant 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 till the issue is finally settled.

6.2 Estimated Annual Production

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

6.3 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

7.1 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 whether any or all units of Solar Power has been drawn, has been injected 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.

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7.2 Invoice

The Power Producer shall invoice Purchaser on the first day of each month (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 month. The last invoice shall include production only through the Expiration Date of this Agreement.

7.3 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.

7.4 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**").

7.5 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 account designated by the Power Producer from time to time. 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.

7.6 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.

7.7 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. 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, If the dispute is still-not resolved by the next following invoice it shall be referred to Arbitration as provided in the present Agreement.

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

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

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

(iii) 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

(iv) 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.

(v) Any benefit arising due to change in above para (i) to (iv) 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.

(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

8.1 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.

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- (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) at the time of commissioning and related Capacity Utilization Factor (CUF) 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 rooftop 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 rooftop 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.

8.2 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:

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8.3 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) **Liens:** Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien.
- (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 (b) neither Purchaser nor Purchaser's landlord will interfefer or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
- (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

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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 one or more of the Solar Power Plant 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 Solar Power Plant, 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 affected Solar Power Plant(s).

9 Representations & Warranties

9.1 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

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- (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 100% holding company is a party or by which it or any of its 100% holding company or its or their property is bound,
- (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 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 Section 10.1 excludes taxes specified in Section 10.2.

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

11.1 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, pandemic, 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.

11.2 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.

11.3 Termination as a Consequence of Force Majeure Event

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If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations here under and that has continued for a continuous period of one hundred eighty(180) days, then Purchaser shall be entitled to terminate the Agreement 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).

12 Default

12.1 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 RFP 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 Purchaser shall be at liberty avail the services of any other firm / successful bidder.

(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 Solar Power generated for a period of two years following the termination, considered on normative capacity utilization factor.

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(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.

12.2 Power 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 if (A) 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 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 Sections 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, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. 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, 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

13.1 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.

13.2 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.

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

14 Assignment & Novation

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14.1 **Assignment:** Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party (“Assignment”), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser ,if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

14.2 **Novation:** The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party (“New Party”), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, the NewParty 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. If the parties agree to do Novation then separate Novation agreement shall be executed.

14.3 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:

Purchasers address and contact details:

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14.4 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 through 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

15.1 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 Produce's need for it has expired or upon the request of the Purchaser.

15.2 Permitted Disclosures

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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 filing, 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; or
- (d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality..

16 Indemnity

16.1 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.

16.2 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 cl6mage 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

17. Miscellaneous

17.1 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.

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17.2 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 fillings 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 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 Lucknow 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

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rights to any form of appeal in so far as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.

(c) Arbitration Procedure:

Settlement of Dispute :

i)- Noida has the right to reject the RFP without assigning any reason. No claim submitted by the bidder would be entertained if RFP rejected and deposited EMD will be released/return to the bidder as per the Noida rule & regulation.

ii)-Any dispute or difference between the Noida and the Contractor as to the rights or liabilities of the parties hereto or as to any' matter or thing whatsoever arising under this contract or concerning its construction whether such dispute or difference arises during the continuance of this contract or after its determination by completion or breach or otherwise however, shall in the first instance be referred to the C.E.O. NOIDA, who shall give his decision in writing thereon. Such decision shall be final and binding on the parties unless the Contractor within fourteen days of the receipt thereof give the C.E.O. notice in writing objecting to such decision, in which case and in the any case in which the C.E.O. fails to have a decision in writing within twenty-one days after receipt of notice in writing given to him by the Contractor requiring his decision such dispute or difference shall be referred to an arbitrator appointed by the C.E.O. NOIDA and in either case the decision of the arbitrator (including his decision as to costs) shall be final and binding on the both the parties and the cost of the arbitration shall be borne by the parties in such manner as the arbitrator may decide. If any such dispute arises in consequence of an act of God, war or civil commotion and is referred to arbitration under the provisions of this clause, the arbitrator shall decide whether this contract shall continue or shall be determined and shall in either case determine the terms and conditions which it shall continue or shall be determined. Provision of arbitration of conciliation Act 1996 or any statutory modification more enactment, there of as rules made there under and for time being enforce shall to be the arbitration proceedings under this clause. The following clauses are to be deemed included in these conditions only when plant or machinery is included in the contract.

iii)-All disputes arising out of this agreement shall be subject to the jurisdiction of civil court at Gautam Budh Nagar and Allahabad High Court.

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17.8 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.

17.9 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.

17.10 Counterparts

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

17.11 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.

17.12 Non-Exclusive Agreement

This Agreement is on a 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.

17.13 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 form a part of this Agreement.

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17.14 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.

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

17.16 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 | | FOR & ON BEHALF OF | |
|----------------------------|--|--------------------|--|
| (Name of Power Purchaser) | | POWER PRODUCER | |
| Signature: | | Signature: | |
| Name: | | Name: | |
| Designation: | | Designation: | |

| WITNESSES | | WITNESSES | |
|-----------|--------------|-----------|--------------|
| 1) | Signature: | 1) | Signature: |
| | Name: | | Name: |
| | Designation: | | Designation: |

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| | | | | | |
|----|--------------|--|----|-------------|--|
| 2) | Signature: | | 2) | Signature | |
| | Name: | | | Name | |
| | Designation: | | | Designation | |

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SCHEDULE-I

Description of the Premises:

| | |
|--------------------|--------------------------------------|
| Premises Overview | |
| Segment | |
| Type of Roof | |
| Hours of Operation | |
| Security | |
| | Capacity and Area Requirement |
| | |
| Capacity | _____ kWp |
| Module Area | _____ sqr mtr (PV System) |
| Number of Building | _____ |
| Roofs | |
| Capacity | _____ |
| Distribution | |
| | |

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SCHEDULE II

FEES

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

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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 if any) and generation and supply of solar power from the Project.

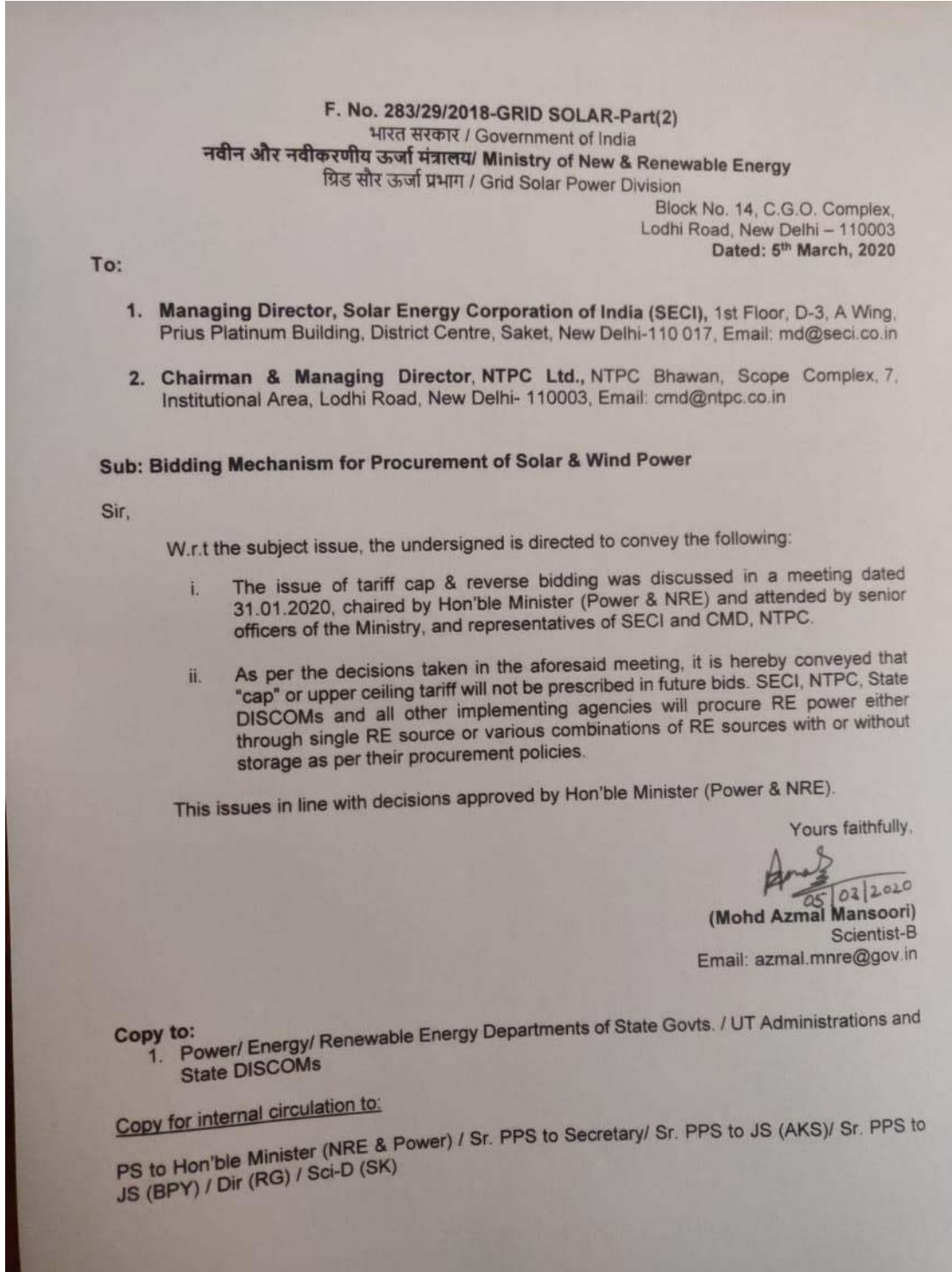
2. To be obtained by Power Purchaser

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

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Annexure-IV

No capping required as per the below Govt. order;



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Annexure – V

INSTRUCTIONS FOR E-TENDERING

(A) THE TENDER DOCUMENT

1 Cost of Bid Document/ e-Tender Processing Fee

a) The tenderer shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Electronics Corporation Ltd, Lucknow/ Noida Authority hereinafter referred to as “the Department”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

b) This tender document is available on the web site <http://etender.up.nic.in> on Noida Authority website at E-link and Corporation’s website www.uplclko.in to enable the tenderers to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/e-Tender processing fee of Rs 8260/- (including GST) (Rupees Eight Thousand Two Hundred Sixty Only) Please refer user manual for paying processing Fee & EMD online.

This cost of bid document/e-Tender processing fee of INR 8260/- (INR 7000+GST) will be non-refundable. Tender without cost of bid document/e-Tender processing fee in the prescribed form, will not be accepted.

2 Contents of e-Bid Document

2.1 The scope of work, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

| TOPIC |
|--|
| PART - I : Invitation for Bids (IFB) / Bid Details |
| PART - II : Instructions to Bidders (ITB) |
| PART - III : Evaluation Criteria |
| PART - IV : General Conditions of Contract (GCC) |
| PART - V : Special Conditions of Contract (SCC) |
| PART - VI : Sample Forms & Formats |
| PART VII : Scope of Work & Technical Specification |
| Annexure - I : Price Bid |
| Annexure II : Model PPA Agreement |

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- 2.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the tenderer's risk and may result in rejection of the said e-Bid.
- 3 Amendment of e-Bid Document
- 3.1 At any time prior to the deadline for submission of e-Bid, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website <http://etender.up.nic.in> , Noida Authority web site at E-link and Corporation's website www.uplclko.in through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 3.2 It shall be the sole responsibility of the prospective tenderers to check the web site <http://etender.up.nic.in> or Corporation's website www.uplclko.in from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Department shall not be responsible for it.
- 3.3 In order to allow prospective e-Tenderers a reasonable time to take the amendment into account in preparing their e-Bids, the Department, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Corporation's website www.uplclko.in

(B) PREPARATION OF e-Bid

4 Language of e-Bid

4.1 The e-Bid prepared by the tenderer, as well as all correspondence and documents relating to the e-Bid exchanged by the tenderer and the Department shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

5 Documents Constituting the e-Bid

5.1 The e-Bid prepared by the tenderer shall comprise the following components:

(a) **Technical e-Bid** - Technical e-Bid will comprise of :

- (i) **Fee Details** – It will consist of the INR 8260/- (INR 7000+GST) (Rupees Eight Thousand Two Hundred Sixty Only) cost of tender document and prescribed earnest money in prescribed form.
- (ii) **Qualification Details** – includes copies of required documents in PDF format justifying that the tenderer is qualified to perform the contract if his/her bid is accepted and that the

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tenderer has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract.

(b) **Financial e-Bid** – Financial e-Bid will comprise of :

(i) **Price Schedule/BOQ** – includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

6 e-Bid Form

6.1 The tenderer shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document.

7 e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

8 Documents Establishing tenderer's Qualification

8.1 The tenderer shall furnish, as part of its Technical e-Bid, documents establishing the tenderer's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the tenderer electronically in the PDF format.

8.2 The documentary evidence of tenderer's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in e-tender document.

9 e-Bid Security/Earnest Money Deposit (EMD)

9.1 The tenderer shall furnish, as part of its e-Bid, an e-Bid security/ EMD of **INR 50,000,00/- (Rupees Fifty lacs Only)**. Please refer user manual for paying processing fee & EMD Online Tender without Earnest Money in the prescribed form, will not be accepted.

9.2 Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Department.

9.3 Unsuccessful tenderer's e-Bid security will be returned promptly as possible after issued of LOI (as a Special Case in View of Covid-19).

9.4 The successful tenderer's e-Bid EMD will be converted into security upon the tenderer signing the Contract.

9.5 The e-Bid security may be forfeited:

(a) if a tenderer (i) withdraws its e-Bid during the period of e-Bid validity specified by the tenderer on the e-Bid Form; or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the tenderer on the e-Bid form or

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- (b) in case of a successful tenderer, if the tenderer fails:
(i) to sign the Contract with the Department.

10 Period of Validity of e-Bid

- 10.1 e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Department. An e-Bid valid for a shorter period shall be rejected by the Department as non-responsive.
- 10.2 In exceptional circumstances, the Department may solicit the tenderer's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A tenderer may refuse the request without forfeiting its e-Bid security. A tenderer granting the request will not be required nor permitted to modify its e-Bid.

11 Format and Signing of e-Bid

- 11.1 The tenderer shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 11.2 The e-Bid document shall be digitally signed, at the time of uploading, by the tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

12 Submission of e-Bid

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the tenderers to submit the e-Bid online in response to this e-tender published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Tenderers should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The tenderers should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the tenderers cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the tenderers shall only be held responsible.

The tenderers have to follow the following instructions for submission of their e-Bid:

- 12.1 For participating in e-Bid through the e-tendering system, it is necessary for the tenderers to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The tenderers must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- 12.2 In addition to the normal registration, the tenderer has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the tenderer should first log on to the e-

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tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the tenderer must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in) is presently accepting DSCs issued by these authorities only. The tenderer can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Department shall not be held responsible if the tenderer tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 12.3 The tenderer can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the tenderer intends to e-Bid, from "My Tenders" folder, the tenderer can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the tenderer should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The tenderer should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 12.4 After clicking the 'Pay Offline' option, the tenderer will be redirected to the Terms and Conditions page. The tenderer should read the Terms & Conditions before proceeding to fill in the Rs. 8260/- (Including GST) and EMD payment details. After entering and saving the Rs. 8260/- (Including GST) and EMD details, the tenderer should click "Encrypt & Upload" option given in the payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details available in the scanned copy of tender form cost and of EMD shall be verified by the department and in case of any discrepancy the e-bid shall be rejected.
- 12.5 Next the tenderer should upload the Technical e-Bid documents for Fee details Rs. 8260/- (Including GST) and EMD, Qualification details. Before uploading, the tenderer has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the tenderer should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the tenderer's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 12.6 The tenderer should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the tenderer and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

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12.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The tenderer can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

12.8 Department reserves the right to cancel any or all e-Bids without assigning any reason.

13 Deadline for Submission of e-Bid

13.1 e-Bid (Technical and Financial) must be submitted by the tenderers at e-Procurement website <http://etender.up.nic.in> not later than the time 5.00 PM on the prescribed date (as the server time displayed in the e-Procurement website).

13.1 The Department may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Department and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

14 Late e-Bid

14.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the tenderer cannot submit his/her e-Bid. Tenderer has to start the Bid Submission well in advance so that the submission process passes off smoothly. The tenderer will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

15 Withdrawal and Resubmission of e-Bid

15.1 At any point of time, a tenderer can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the tenderer should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the tenderer has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The tenderer also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The tenderer has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

15.2 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the tenderer's forfeiture of his/her e-Bid security.

15.3 The tenderer can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the tenderer earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes.

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For resubmission, the tenderer should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The tenderer should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents.

15.4 The tenderers can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

15.5 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(C) e-Bid OPENING AND EVALUATION OF e-Bid

16(A) Opening of Technical e-Bid by the Department

16.A.1 The Department will open all technical e-Bids, in the presence of tenderers' representatives who choose to attend at _____ on the prescribed date of opening at Tender Senior Manager (E&M)-II, Sector-39, Noida. The tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Department, the e-Bids shall be opened at the appointed time and place on the next working day.

16.A.2 The tenderer's names and the presence or absence of requisite e-Bid security and such other details as the Department at its discretion may consider appropriate, will be announced at the opening. The name of such tenderers not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

16.A.3 The Department will prepare minutes of the e-Bid opening.

16(B) Opening of Financial e-Bid

16.B.1 After evaluation of technical e-Bid, through the evaluation committee the Department shall notify those tenderers whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Department will simultaneously notify the tenderers, whose technical e-Bids were considered acceptable to the Department. The notification may be sent by e-mail provided by bidder.

16.B.2 The financial e-Bids of technically qualified tenderers shall be opened in the presence of tenderers who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Tenderers subsequently after completion of technical bids evaluation through e-mail provided by the bidder. The name of tenderers, percentage Price quoted for

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various items etc will be announced at the meeting.

16.B.3 The Department will prepare the minutes of the e-Bid opening.

17 Clarification of e-Bid

17.1 During evaluation of e-Bid, the Department may, at its discretion, ask the tenderer for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

18 Evaluation of technical e-Bid and Evaluation Criteria

The Department will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

18.1 The tenderer should submit a notarized affidavit that the tenderer's firm has not been black listed from any State/Central Government Departments/Organisations. The e-Bids of the black-listed tenderers or those not submitting the required affidavit shall be rejected.

18.2 All e-Bids submitted shall also include the following:

- (i) Filled in form Capability Statement.
- (ii) Certified Copies of relevant pages of following documents:

Part - I (COVERING LETTER, TENDER FEE AND BID BONDS etc) (TO BE SUBMITTED ONLINE)

- vii. Covering Letter as per prescribed Format - 1.
- viii. Tender fee INR **8260/-** inclusive of GST ,.
- ix. Bid Bond payment, as per the prescribed Format shall be submitted for the tendered capacity.
- x. Checklist for Bank Guarantee submission requirements as prescribed in Format.
- xi. Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as Format or standard power of attorney in favour of authorized person signing the Bid. **(Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013)**. However, Employer may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.
- xii. Scanned copy of the Consortium Agreement, If any

The Bidder should upload the scanned copies of all the above-mentioned original documents as Bid-Annexures during Online Bid-Submission

Vii.

(C) TECHNO-COMMERCIAL DOCUMENTS (TO BE SUBMITTED ONLINE ONLY)

- x. Covering Letter as per prescribed Format .

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- xi. Certificate of Incorporation of Bidding company/Bidding consortium/Parent Company (100% Holding Company) as applicable.
- xii. General particulars of bidders as per Format.
- xiii. Bidder's composition and ownership structure as per prescribed Format as Shareholding certificate certified by Director/practicing Chartered Accountant / Company Secretary and Authorised signatory of the company.
- xiv. Document in support of meeting Eligibility Criteria as per Clause no. 5 of ITB section.
- xv. Details for meeting Financial Eligibility Criteria as per Clause no. 5 only.
- xvi. Undertakings from the Financially Evaluated Entity or its Parent Company (100% Holding Company) as per Format , if applicable.

- xvii. Format - 8, if applicable, supported by Board Resolution of the Parent Company (100% Holding Company) of the Bidding Company duly certified by the Company Secretary or Authorized signatory to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.
- xviii. Signed and stamped Copy of RFP Documents (First and Last Pages including Covering Pages of each Parts) including amendments & clarifications (on each page) by Authorised signatory.

The e-Bids of the tenderers not submitting certified copies mentioned above documents shall be rejected.

18.3 It shall be the discretion of the Department to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

18.4 The tenderers are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the tenderers having financial bid document in the technical bid will out rightly be rejected.

19. Contacting the Department

19.1 No tenderer shall contact the Department on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Department, he/she can do so in writing.

19.2 Any effort by a tenderer to influence the Department in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the tenderer's e-Bid.

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19.3 In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred/blacklisting from Noida works and the legal proceeding can also be initiated.

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(D) AWARD OF CONTRACT

20 Award Criteria

- 19.1 The Department will award the contract to the lowest evaluated successful Tenderer whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

21 Department's right to accept any e-Bid and to reject any or all e-Bids

- 21.1 The Department reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

22 Notification of Award

- 22.1 Prior to the expiration of the period of e-Bid validity, the Department will notify the successful tenderer in writing by letter/e-mail/fax, that its e-Bid has been accepted.
- 22.2 The notification of award will constitute the formation of the Contract.

23 Signing of Contract

- 23.1 At the same time as the Department notifies the successful tenderer that its e-Bid has been accepted, the successful tenderer shall have to sign the contract agreement within 30 days of notification. After that the tender will be cancelled and retender after getting of approval from competent Authority.

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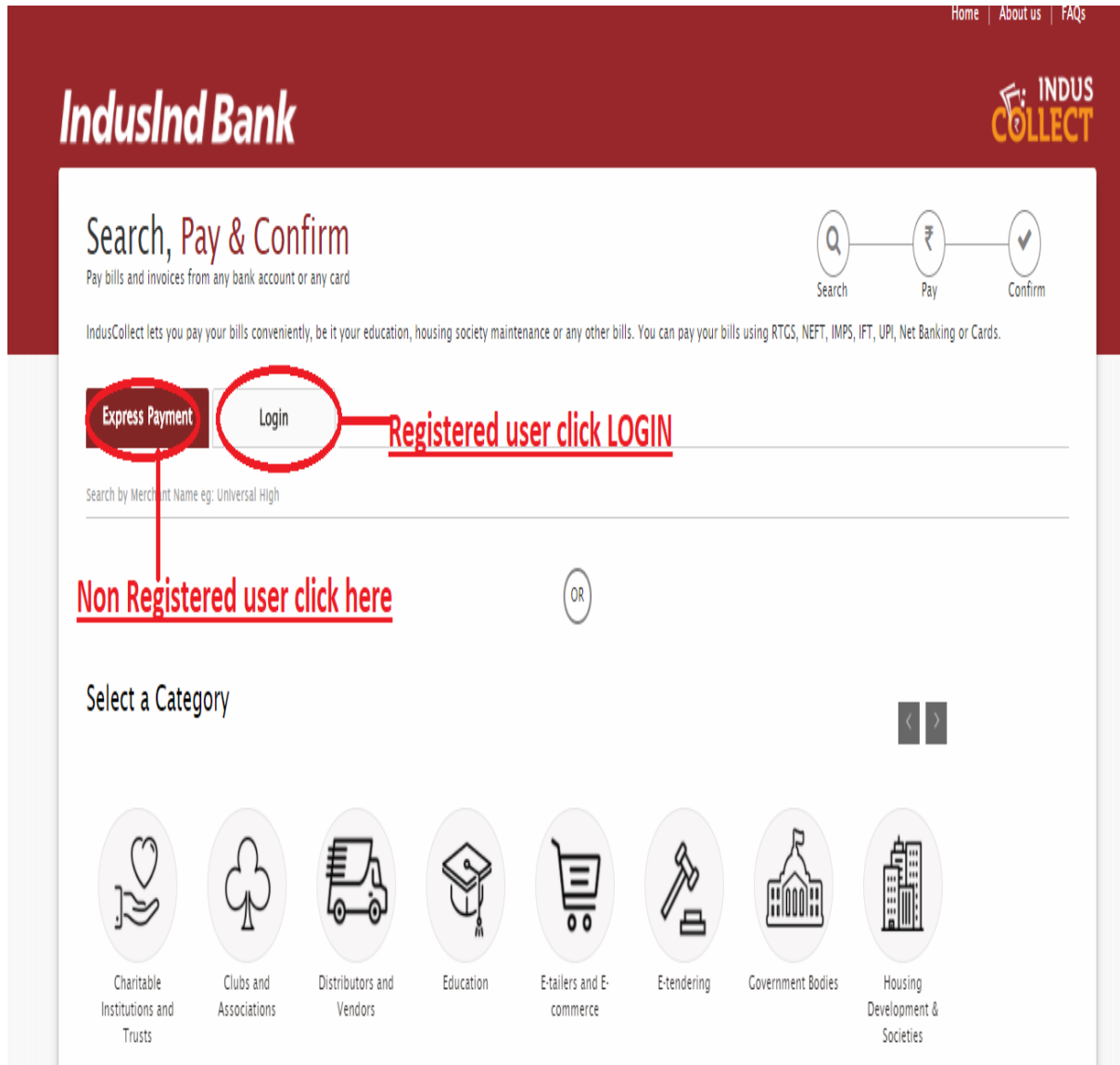
For The Visiting Contractor's Of This Tender Document

1. The Contractors/Firm/Bidders who are interested to participate in Tender are requested to get them registered and get their signature digitalized with UP Electronics Corporation, 10, Ashok Marg, Lucknow by depositing prescribed fee. The Agencies/Contractors registered shall be allowed to participate only in e-tenders floated after their registration.
2. The other important information are being mentioned below at a glance for the ease of e-tenderers :-
 - 1) Date of Inviting tender
 - 2) Date of opening tender
 - 3) cost of bid document/ e-Tender processing fee : **Rs. 8260/- (Incl. GST)**
 - 4) Earnest money **Rs. 50,000,00/-**
 - 5) Validity period **180 days.**
 - 6) Time of completion of work **365 Days**
 - 7) The Tender is percentage rate tender. **Yes**
 - 8) For operation & Maintenance period 25 Year (9125 day) after completion of work.
3. **Bank account details for RTGS :-**
 - a) Please refer user manual for paying" Processing Fee" & EMD Online.
 - b) Please refer user manual for paying" Processing Fee" & EMD Online.

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Instructions for bidder to do payment:

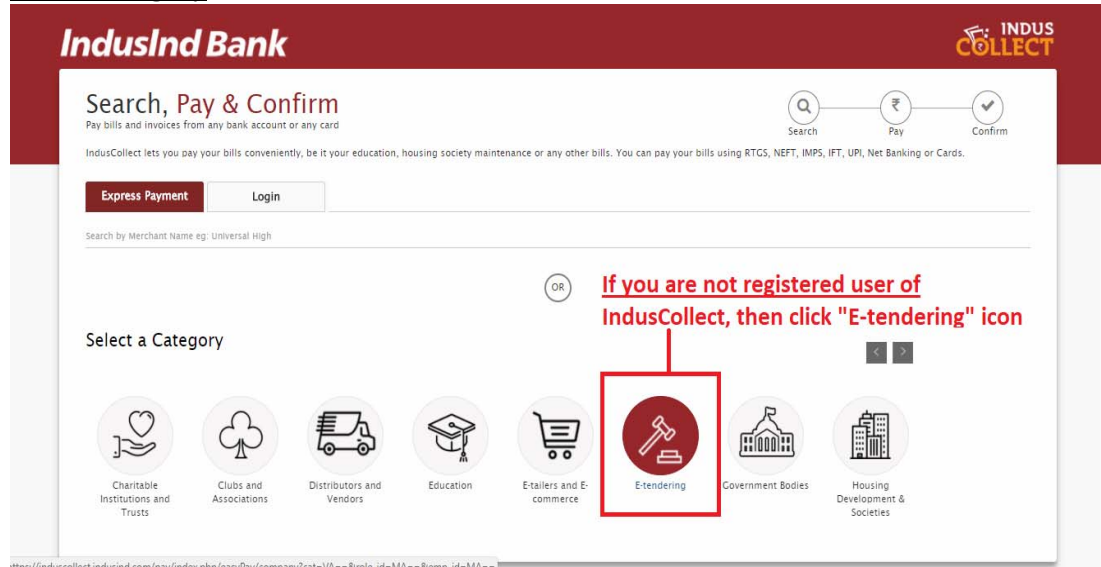
1. Visit IndusCollect website: <https://induscollect.indusind.com/pay/index.php>
2. If you are a registered user of IndusCollect, then login click on LOGIN tab. If you are not registered user of IndusCollect then click on Express Payment tab.



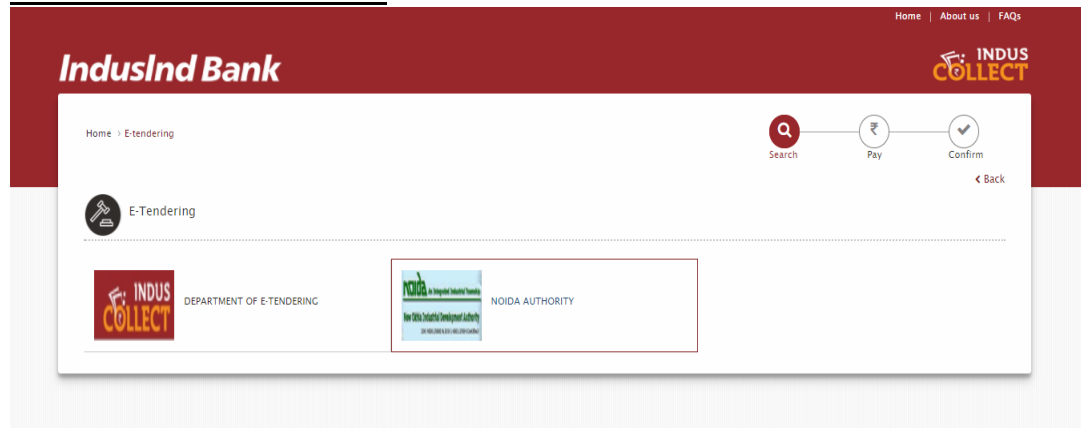
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3. Flow for Non Registered users of IndusCollect:

a. Select Category



b. Select NOIDA AUTHORITY:



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c. Select type of payment:

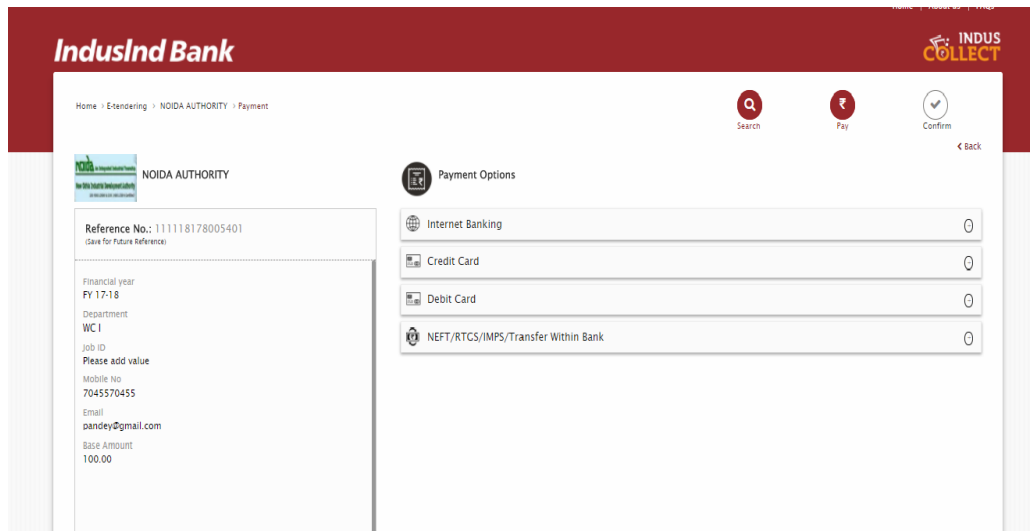
The screenshot shows the IndusInd Bank website interface. At the top, there is a navigation bar with 'Home', 'About us', and 'FAQs'. The main header features the 'IndusInd Bank' logo and the 'INDUS COLLECT' logo. Below the header, the breadcrumb trail reads 'Home > Etendering > NOIDA AUTHORITY'. On the right side, there are three circular icons: 'Search', 'Pay', and 'Confirm', with a '< Back' link below them. The main content area is titled 'NOIDA AUTHORITY' and contains a form with the text 'I want to make payment for :'. A dropdown menu is open, showing the following options: 'Please select', 'EMD', and 'Tender Fees'. The 'EMD' option is currently selected.

d. Enter Data & Click Submit:

The screenshot shows the IndusInd Bank website interface with the payment form filled out. The breadcrumb trail is 'Home > Etendering > NOIDA AUTHORITY > EMD'. The form fields are as follows: 'I want to make payment for :' is set to 'EMD'; 'Financial year *' is 'FY 17-18'; 'Department *' is 'WC 1'; 'Job ID *' is 'Please add value'; 'Tender type' is 'Re Tender'; 'Name' is 'Mr. Pandey'; 'Bid Submission Last Date' is '30/06/2018'; 'Mobile No *' is '7045570455'; 'Email *' is 'pandey@gmail.com'; 'Amount *' is '100'; and 'Verify Code*' is 'hefeva'. The 'hefeva' logo is visible next to the verify code field, with a 'Generate New Code' link below it. At the bottom of the form, there are 'Submit' and 'Cancel' buttons.

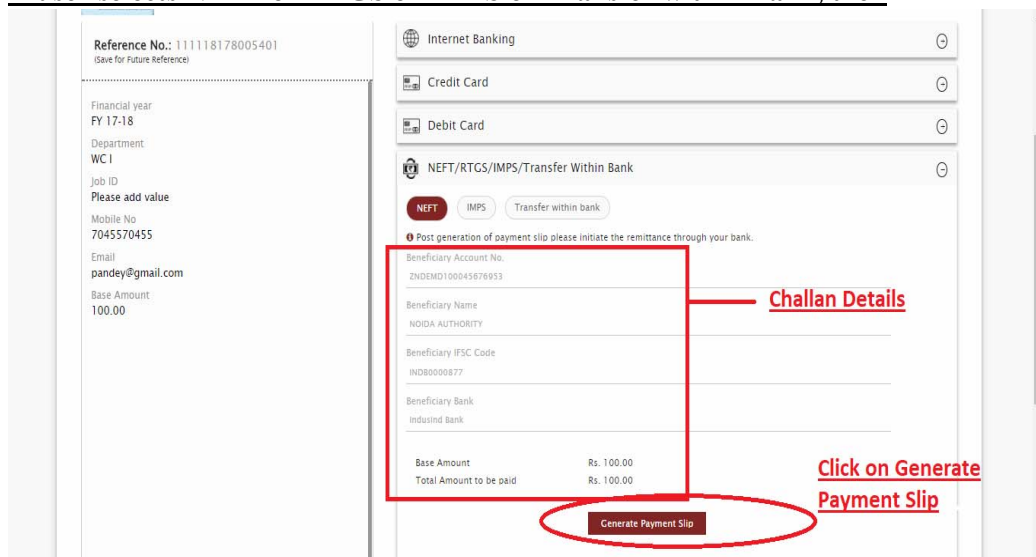
e. Select the payment mode:

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f. **If user clicks “Internet Banking” or “Credit Card” or “Debit Card”, then user will be redirected to Payment Gateway page. User has to enter authority details.**

g. **If user selects NEFT or RTGS or IMPS or Transfer within Bank, then**



- i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code.
- ii. User will then login to their own bank’s Netbanking or mobile app.
- iii. User will add beneficiary basis the details on Challan.
- iv. User will then make the payment to beneficiary

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4. Flow for Registered users of IndusCollect:

a. Login to IndusCollect

IndusInd Bank **INDUS COLLECT**

Search, Pay & Confirm
Pay bills and invoices from any bank account or any card

IndusCollect lets you pay your bills conveniently, be it your education, housing society maintenance or any other bills. You can pay your bills using RTGS, NEFT, IMPS, IFT, UPI, Net Banking or Cards.

Express Payment **Login**

CUSTOMER

Email/Mobile No. * 7045414367

Password

Verify Code **maiveex**
[Generate New Code](#)

MERCHANT

User Id

Password

Verify Code * **xineno**
[Generate New Code](#)

Reset Login [Not yet registered? / Forgot password](#)

b. Click on MAKE PAYMENT

IndusInd Bank **INDUS COLLECT**

Payment Analysis

3 Months 6 Months 1 Year

E-tendering Education

Last Payment

| Date | Amount | Reference No. |
|------------|---------|-----------------|
| 15/06/2018 | ₹ 54.28 | 111118160004432 |
| 15/06/2018 | ₹ 56.64 | 111118160004431 |
| 15/06/2018 | ₹ 17.7 | 111118160004429 |
| 15/06/2018 | ₹ 53.1 | 111118160004428 |
| 15/06/2018 | ₹ 64.9 | 111118160004425 |

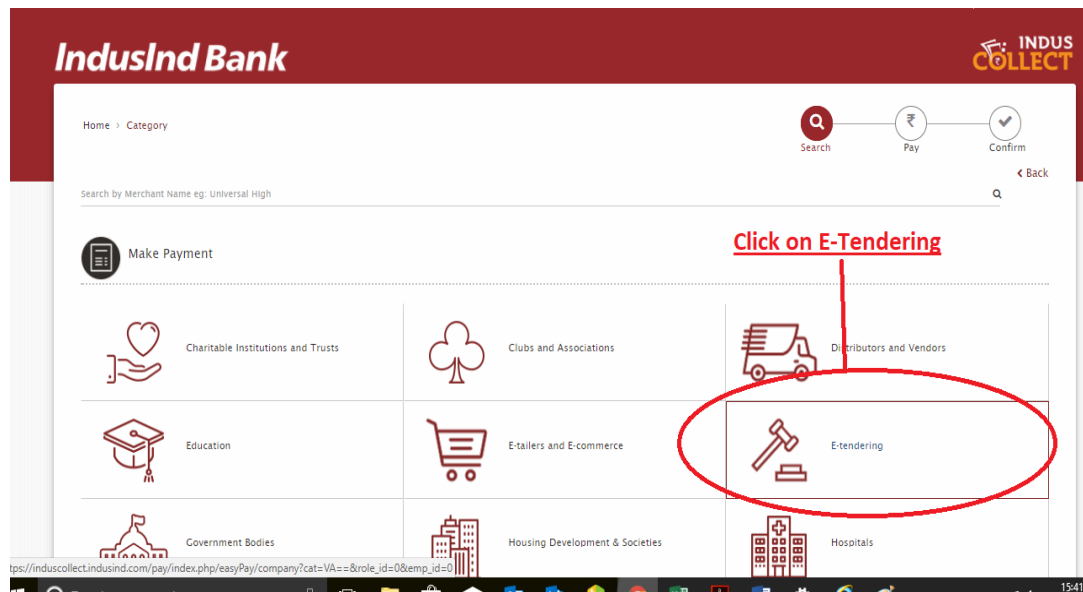
View All

My Favorite Biller [Add Biller](#)

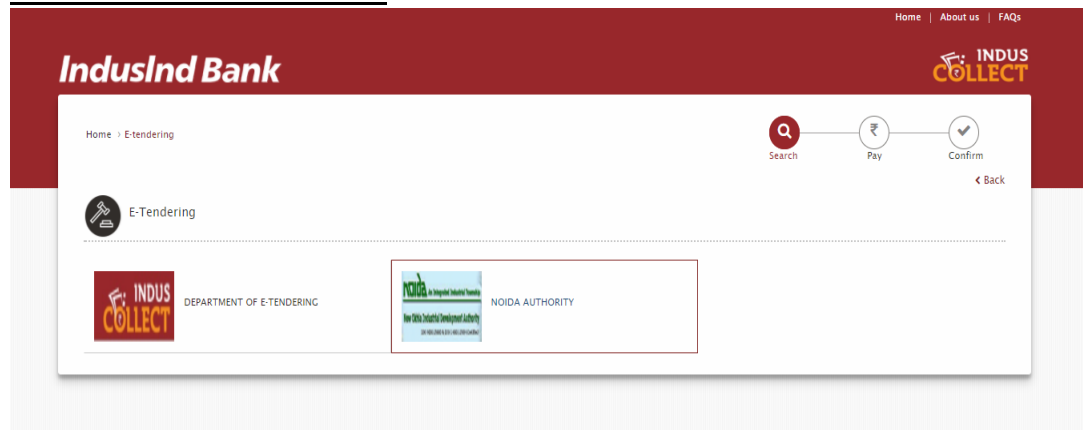
INDUS COLLECT

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c. Select Category



d. Select NOIDA AUTHORITY:



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e. Select type of payment:

Home > Etendering > NOIDA AUTHORITY

INDUS COLLECT

NOIDA AUTHORITY

I want to make payment for :

Please select

- Please select
- EMD
- Tender Fees

Search Pay Confirm < Back

f. Enter Data & Click Submit:

Home > Etendering > NOIDA AUTHORITY > EMD

NOIDA AUTHORITY

I want to make payment for : EMD

Financial year * FY 17-18

Department * WC 1

Job ID * Please add value

Tender type Re Tender

Name Mr. Pandey

Bid Submission Last Date 30/06/2018

Mobile No * 7045570455

Email * pandey@gmail.com

Amount * 100

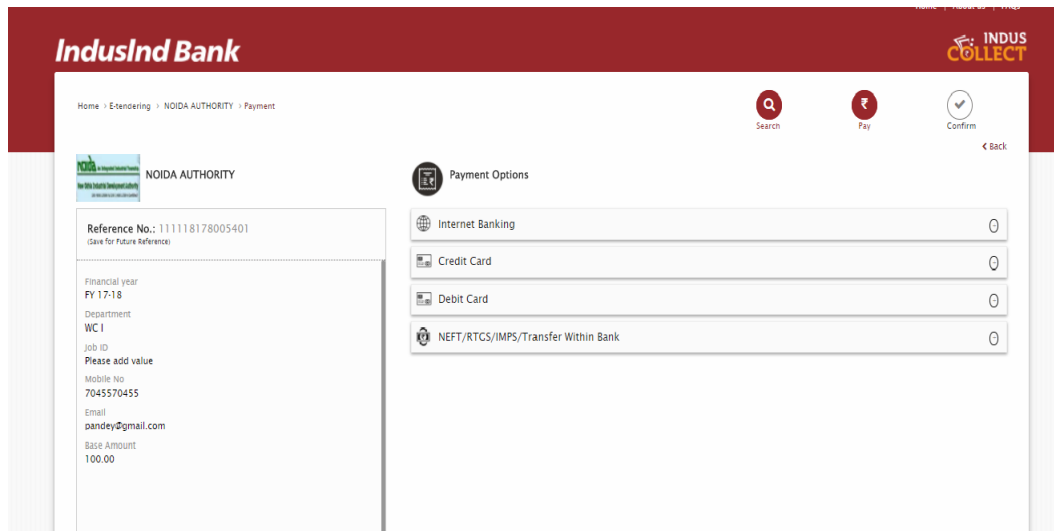
Verify Code * hefeva

Generate New Code

Submit Cancel

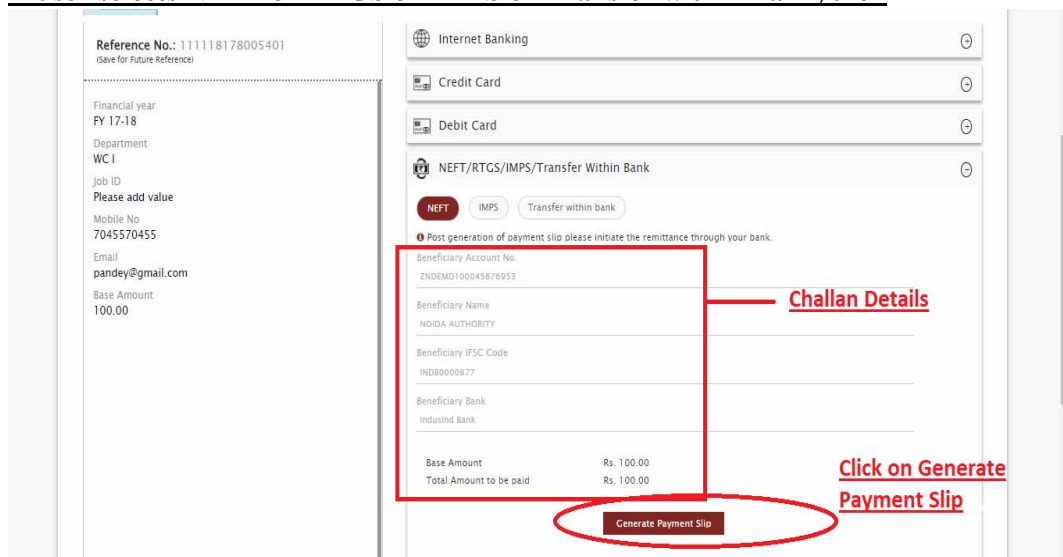
g. Select the payment mode:

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h. If user clicks “Internet Banking” or “Credit Card” or “Debit Card”, then user will be redirected to Payment Gateway page. User has to enter authority details.

i. If user selects NEFT or RTGS or IMPS or Transfer within Bank, then



- i. User has to click on Generate Payment Slip to generate challan. It will have beneficiary account number and IFSC code.
- ii. User will then login to their own bank’s Netbanking or mobile app.
- iii. User will add beneficiary basis the details on Challan.
- iv. User will then make the payment to beneficiary

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E-TENDER NOTICE

E-Tenders are invited on behalf of Chief Executive Officer, Noida for the following works in Noida, Distt.- Gautam Buddha Nagar. From contractors/firm of registered with Noida Authority, State PWD, CPWD, other govt./public sector undertaking etc. by the undersigned. Earnest money is required in the shape of RTGS in prescribed bank account in favour of Noida only and payable at Noida. The cost of bid documents/E-tender processing fee documents with GST is required in shAp of RTGS in prescribed bank accounts in favour of NOIDA and payable at Noida

The tender shall be on two bid system, where techno-commercial details such as experience certificates, qualification document etc. shall be verified fist. The Tender of contractors who do not qualify the pre-qualification requirements shall be summarily rejected and their price bids shall not be opened. The price bid of contractors who are found eligible in prequalification shall be downloaded through E-Tender procurement solution after filling their details on the E-Tender portal.

Noida Authority can reject any or all tenders without assigning any reason for taking part in E-Procurement Solution the contractors are required to visit the E-Tender link on www.noidaauthorityonline.com.

| S. No. | Job No./ Name of work | Estimate cost, Cost of Tender, Earnest Money (Rs. In Lacs) | Date of Release of E-tender in E-Procurement Solution | Last date/ time of receipt E-procurement with scan copy of RTGS receipt with transaction ID for cost of bid documents /E-tender processing fee and EMD | Date/ time of Prequalificati on part through E-tender procurement solution | Date/Time of opening of price bid through E-tender procurement solution | Place of opening of E-tender |
|--------|---|--|---|--|--|--|---|
| 1. | 44 /GM-(R). /AO/Sr. M.(E&M)-II/2020-21/ET Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA | Rs. 40,00,00,000 /- Rs. 8260/- (Including GST) Rs. 50,000,00/- | 31.07.2020 | 13.08.2020 UPTO 5.00 PM | 14.08.2020 AT 11.00 AM | This information shall be displayed on the website after two working days of opening of prequalificati on documents. | Office of Senior Manager (E&M)-II Sector-39 Noida |

The Tender document shall be available at the [E-tender](http://www.noidaauthorityonline.com) link on website of Noida Authority at www.noidaauthorityonline.com and at UP Electronics Corporation website <https://etender.up.nic.in> Interested bidders are requested to regularly visit the websites and update themselves with regard to any change or additional information related to the tender.

**Sr. Manager (E&M)-II
Noida**

**Office:-
Senior Manager (E&M)-II Sector-39, Noida.
G.B. Nagar, (U.P.)**

**Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and
Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC)
Solar PV Plant on RESCO Model at Identified Buildings of NOIDA**

ई-निविदा आमंत्रण सूचना

मुख्य कार्यपालक अधिकारी, नौएडा की ओर से नौएडा जिला गौतमबुद्धनगर के क्षेत्र में निम्न कार्यों के लिए नौएडा, राज्य लोक निर्माण विभाग, केन्द्रीय लोक निर्माण विभाग तथा अन्य शासकीय/सार्वजनिक उपक्रमों में सूचीबद्ध टेकेदारों से अधोहस्ताक्षर द्वारा ई-निविदायें आमंत्रित की जाती हैं। आवश्यक धरोहर राशि नौएडा के नाम सम्बन्धित बैंक में आर0टी0जी0एस0 कराकर स्वीकार की जायेगी। निविदा प्रपत्र का मूल्य सम्बन्धित बैंक में आर0टी0जी0एस0 कराकर नौएडा के पक्ष में तथा नौडा द्वारा अधिकृत बैंक अकाउन्ट में जमा किया जायेगा।

निविदायें द्विस्तरीय पद्धति से खोली जायेगी। निविदाकार द्वारा तकनीकी एवं व्यवसायिक जानकारी से सम्बन्धित प्रपत्र में अनुभव, आदि तथा प्री-क्वालिफिकेशन प्रपत्र पहले डाउनलोड किए जायेंगे तथा जिन निविदाकारों की आवश्यक अहतायें पूरी नहीं होगी, उनकी दरें डाउनलोड नहीं की जायेगी। जो निविदाकार प्री-क्वालिफिकेशन में उपयुक्त पाये जायेंगे उनका विवरण ई-टेन्डर पोर्टल भरते हुए प्राईस बिड का भाग खोला जायेगा। सक्षम अधिकारी को किसी भी निविदा अथवा समस्त निविदाओं को बिना कारण बताये निरस्त करने का अधिकार सुरक्षित है। E-Procurement Solution में भाग लेने के लिए टेकेदारों को noidaauthority.com के E-Tender link को विजिट करना होगा।

| क्र सं० | जॉब सं०/कार्य का नाम | अनुमानित लागत निविदा प्रपत्र का मूल्य/टेण्डर प्रोसेसिंग फीस धरोहर राशि | ई-प्रीक्योरमेंट सोल्यूशन में ई-निविदा जारी करने की तिथि | ई-प्रीक्योरमेंट द्वारा निविदा प्राप्ति की अन्तिम तिथि तथा जिसके साथ निविदा प्रपत्र के मूल्य व धरोहर राशि की आर0टी0जी0एस0 रसीद संलग्न करनी है। | ई-प्रीक्योरमेंट द्वारा ई-निविदा की प्राईस-बिड खोलने की तिथि तथा समय | ई-प्रीक्योरमेंट सोल्यूशन द्वारा ई-निविदा की प्राईस-बिड खोलने की तिथि तथा समय | ई-निविदा खोलने का स्थान |
|------------|---|---|---|---|---|--|--|
| | 44/मह0-(आर)/ए0ओ0/वरि0प्र0 -(वि0यॉ0)-11/2020-21 /नौएडा शहर में GREEN ENERGY को बढ़ावा देने हेतु 10 MW (AC) क्षमता के Photo Voltaic सौर ऊर्जा प्लान्ट की स्थापना एवं 25 (पच्चीस) वर्षों के अनुरक्षण के साथ RESCO Model पर किये जाने के सम्बन्ध में। | Rs. 40,00,00,000 /- Rs. 8260/- (Including GST) Rs. 50,000,00/- | 31.07.2020 | 13.08.2020 UPTO 5.00 PM | 14.08.2020 AT 11.00 AM | इसकी सूचना वेब साईट पर प्री-क्वालिफिकेशन खुलने की तिथि के बाद देखी जा सकती है। | कार्यालय वरिष्ठ प्रबन्धक-(वि0/यॉ0)-11, सैक्टर-39, नौएडा। |

निविदा प्रपत्र प्राधिकरण की वेब साईट www.noidaauthority.com के निविदा लिंक पर तथा उत्तर प्रदेश इलेक्ट्रॉनिक कारपोरेशन की वेबसाईट <https://etender.up.nic.in> पर देखे जा सकते हैं। इच्छुक टेकेदारों से अनुरोध है कि वे नियमित रूप से उक्त वेब साईटों पर देखते रहें क्योंकि निविदाओं के संबंध में कोई बदलाव अथवा अतिरिक्त सूचना वेबसाईट पर उपलब्ध कराई जायेगी।

**वरिष्ठ प्रबन्धक-(वि0/यॉ0)-11
नौएडा**

कार्यालय:-
वरिष्ठ प्रबन्धक
वि0/यॉ0-11, सैक्टर-39, नौएडा।

**Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and
Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC)
Solar PV Plant on RESCO Model at Identified Buildings of NOIDA**

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

REQUIREMENTS

for

PREQUALIFICATION OF TENDER

Name of Works:

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

JOB No:- /GM-(R.)/AO/Sr. Manager(E&M)-II/2020-21/ET

**Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and
Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC)
Solar PV Plant on RESCO Model at Identified Buildings of NOIDA**

REQUIREMENTS FOR PREQUALIFICATION OF TENDER

1. The details regarding pre-qualification and tender containing rates are to be uploaded as per up to due date & time in the prescribed format.
2. The rates of only those contractors will be opened and recorded on comparative statement who pre-qualify as per requirements mentioned hereinafter.

Part - I (COVERING LETTER, TENDER FEE AND BID BONDS etc) (TO BE SUBMITTED ONLINE)

- xiii. Covering Letter as per prescribed Format - 1.
- xiv. Tender fee INR 8260/- inclusive of GST ,.
- xv. Bid Bond payment, as per the prescribed Format shall be submitted for the tendered capacity.
- xvi. Checklist for Bank Guarantee submission requirements as prescribed in Format.
- xvii. Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as Format or standard power of attorney in favour of authorized person signing the Bid. **(Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013).** However, Employer may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.
- xviii. Scanned copy of the Consortium Agreement, If any

The Bidder should upload the scanned copies of all the above-mentioned original documents as Bid-Annexures during Online Bid-Submission

Vii.

(D) TECHNO-COMMERCIAL DOCUMENTS (TO BE SUBMITTED ONLINE ONLY)

- xix. Covering Letter as per prescribed Format .
- xx. Certificate of Incorporation of Bidding company/Bidding consortium/Parent Company (100% Holding Company) as applicable.
- xxi. General particulars of bidders as per Format.
- xxii. Bidder's composition and ownership structure as per prescribed Format as Shareholding certificate certified by Director/practicing Chartered Accountant / Company Secretary and Authorised signatory of the company.
- xxiii. Document in support of meeting Eligibility Criteria as per Clause no. 5 of ITB section.
- xxiv. Details for meeting Financial Eligibility Criteria as per Clause no. 5 only.
- xxv. Undertakings from the Financially Evaluated Entity or its Parent Company (100% Holding Company) / as per Format , if applicable.
- xxvi. Format - 8, if applicable, supported by Board Resolution of the Parent Company (100% Holding Company) of the Bidding Company duly certified by the Company Secretary or Authorized signatory to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.

**Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and
Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC)
Solar PV Plant on RESCO Model at Identified Buildings of NOIDA**

xxvii. Signed and stamped Copy of RFP Documents (First and Last Pages including Covering Pages of each Parts) including amendments & clarifications (on each page) by Authorised signatory.

(4) Performance Security

The Selected Bidder shall be bound to submit FDR/ Bank Guarantee executed on a nonjudicial stamp paper worth Rs. 500/- (Rupees Five hundred only) issued by a Nationalized Bank in favour of "New Okhla Industrial Development Authority" payable at Noida for Rs. 40,000,000/- (Rupees Four Crore Only) (10% of Total Estimated Capital Cost – 40 Cr) and valid for Project Construction life . The Performance Bank Guarantee shall be submitted within 30 days of issue of "Acceptance letter", failing which a penalty of Rs. 1000/- per day will be charged without any notice. This bank guarantee shall be released after satisfactory completion of the installation. If the Project construction period is delayed, the Bidder shall further extend the bank guarantee to cover the delay period.

(5) Security Deposit

Security deposit of Rs.2,00,00,000/- (Rupees Two Crores only) ("Security Deposit") (5% of Total Estimated Capital Cost – 40.00 Cr) shall be deposited by the Selected Bidder. EMD of Rs. 5000000 lacs (Fifty Lacs only) submitted by the Selected Bidder will get adjusted into security deposit. The remaining amount shall be submitted in form of FDR/ Bank Guarantee executed on a non-judicial stamp paper worth Rs. 500/- (Rupees Five hundred only) issued by a Nationalized Bank in favor of "New Okhla Industrial Development Authority" payable at Noida. The Security Deposit shall be released only after satisfactory completion of the Contract Period and handing over the same to Authority . Security Deposit shall be submitted within 30 days of issue of "Acceptance letter", failing which a penalty of Rs. 1000/- per day will be charged without any notice.

Notes :

- भवन एवं अन्य सन्निर्माण कर्मकार (नियोजन तथा सेवा शर्त विनियमन) अधिनियम, 1996 के प्रावधानों के अन्तर्गत भवन एवं अन्य सन्निर्माण कार्यों में वही निर्माण एजेन्सी/ठेकेदार/सेवायोजक पात्र होंगे, जिनकी फर्म एवं उनके कार्यरत श्रमिकों का पंजीकरण श्रम विभाग में होगा ।
या
यह कि प्राधिकरण द्वारा प्रदत्त निविदा के अन्तर्गत कार्य प्रारम्भ होने के दो मॉह के भीतर संविदाकार द्वारा दायित्व होगा कि वह निर्धारित अवधि में उत्तर प्रदेश भवन एवं अन्य सन्निर्माण कर्मकार कल्याण अधिनियम की धारा-7 के अन्तर्गत श्रम कार्यालय नौएडा में पंजीकरण सुनिश्चित कराते हुए उसकी प्रति प्राधिकरण का उपलब्ध करायेगें ।
- मा0 राष्ट्रीय हरित अधिकरण (NGT) द्वारा वायु प्रदूषण रोकने के लिए Guideline का पालन सम्बन्धित संविदाकार द्वारा कार्यस्थल पर किया जायेगा तथा इन आदेशों की अवहेलना पाये जाने पर उसके विरुद्ध दण्डात्मक कार्यवाही की जायेगी तथा पेनल्टी भी लगायी जायेगी । इस हेतु Engineer-in-Charge का नोटिस अन्तिम माना जायेगा तथा तदनुसार कार्यवाही सुनिश्चित की जायेगी । अतः सभी संविदाकारों को निर्देशित किया जाता है कि मा0 राष्ट्रीय हरित अधिकरण (NGT) के वायु प्रदूषण सम्बन्धित दिशा-निर्देशों का पालन सुनिश्चित करें ।
- यह कि संविदाकार द्वारा निर्माण कार्य में नियोजित शर्त प्रतिशत पात्र श्रमिकों का पंजीकरण भी श्रम विभाग में कराया जायें और उसकी सूचना यथासमय प्राधिकरण को उपलब्ध करायी जायें । उक्त शर्तों के अनुपालन न होने की दशा में संविदाकार को आवंटित कार्य निरस्त किये जाने की कार्यवाही की जायेगी ।
- यदि किसी फर्म अथवा कम्पनी का मर्जर किसी अन्य फर्म अथवा कम्पनी में होता है तो सम्बन्धित पुरानी फर्म अथवा कम्पनी के सम्बन्ध में यह प्रमाण देना अनिवार्य है कि वह पुरानी फर्म अथवा कम्पनी के नाम से नये कार्य नहीं ले रहा है तथा जो भी टर्न ओवर , अनुभव पुरानी फर्म अथवा कम्पनी का मर्जर के बाद का हैतभी नई कम्पनी में विभाग द्वारा नितिगत रूप में मान्य होगा
- Contractor has to sign the agreement after submission of stamp papers within thirty days from the date of award of the work. In case of delay on the part of the contractor beyond seven days from the date of award of work, a penalty of Rs. 1000/- per will be imposed and shall be liable from contractor's payment, which will be deducted from any dues available of the contractor.
- The bidders should ensure that they are GST complaint and their quoted tax structure /rates are as per GST law.
- The bidders are required to indicate the rate of GST applicable for the rendered item in their bids separately.
- The bidders while submitting their bids shall give the following declaration. " we agree to pass on such additional set off/input tax credit as may become available in further under the GST provision in respects of all the inputs used in the manufacture of the tendered item on the date of supply by way of reduction in price and the advise the purchaser accordingly.
- The Authority will not reimburse any GST paid the supplier/vender/contractor due to misclassification.
- 11—मुख्य परियोजना अभियन्ता महोदय के पत्रांक संख्या—नौएडा/मु0प0अ0/2015/181, दिनांक 13.05.2015 के अनुपालन में विभिन्न संविदाकारों द्वारा जो चरित्र प्रमाण पत्र प्रस्तुत किये जा रहे हैं, उनमें एकरूपता नहीं है । कुछ चरित्र प्रमाण पत्र प्रभारी अधिकारी जिलाधिकारी कार्यालय अथवा कृति जिलाधिकारी के हस्ताक्षरों से जारी किये जा रहे हैं । जोकि मान्य नहीं है । केवल जिलाधिकारी महोदय द्वारा जारी चरित्र प्रमाण पत्र ही मान्य होंगे । इसी प्रकार दिल्ली व अन्य क्षेत्रों से जारी किये गये चरित्र प्रमाण पत्र, जो एस0डी0एम0 के हस्ताक्षर से जारी किये गये हैं, ही मान्य होंगे ।
- 12—वित्त नियंत्रक नौएडा महोदय के पत्रांक संख्या—नौएडा/वि0नि0/2019/3023, दिनांक 18.07.2019 के अनुपालन में अवगत कराया गया है कि सूक्ष्म लघु एवं मध्यम उद्यम अनुभाग-2 के शासनादेश संख्या-711/18-02-2013-71क/99, दिनांक 21.05.2013 जो मुख्य सचिव, उत्तर प्रदेश के हस्ताक्षर से जारी है, में लघु उद्योग इकाईयों से सामग्री क्रय हेतु भारत सरकार लघु मंत्रालय द्वारा आरिक्षित किये गये 358 आईटम्स को क्रय में लघु उद्योग के लिए आरिक्षित किये गये एवं प्रदेश सरकार के क्रय सम्बन्धी आदेशों का अनुपालन किये जाने का उल्लेख है । उक्त शासनादेश के आलोक में तत्कालीन अपर मुख्य कार्यपालक अधिकारी द्वारा हस्ताक्षरित कार्यालय आदेश पत्रांक संख्या—नौएडा/ अ0मु0का0अ0/18/ वरि0प्र0(वि0/याँ0)—11/2087, दिनांक 07.12.2018 को अतिक्रमित करते हुए निम्नानुसार संशोधित किया जाता है:- प्राधिकरण के वर्क सर्किलों/विभिन्न खण्डों में निष्पादित होने वाले अन्य प्रकृति के कार्य हेतु प्राप्त की जाने वाली निविदाओं में Earnest Money जमा करने की छूट लागू नहीं होगी अपितु यह मात्र सामग्री क्रय हेतु भण्डार क्रय अनुभाग पर लागू होगी ।
- 13— वित्त नियंत्रक नौएडा महोदय के पत्रांक संख्या—नौएडा/वि0नि0/2020/3403, दिनांक 21.05.2020 के अनुपालन में अवगत कराया गया है कि नौएडा प्राधिकरण की निविदाओं में भाग लेने हेतु निविदा की नियम एवं शर्तों के अनुसार सनदी लेखाकार द्वारा जारी किये जाने वाले समस्त प्रपत्रों यथा Turn Over अथवा Balance Sheet इत्यादि पर UDIN अंकित होना, The Institute of Charter Accountants of India द्वारा दिनांक 01.07.2019 से Mandatery कर दिया गया है । तदनुसार सभी सम्बन्धित विभागों में उनके द्वारा एन0आई0टी0 की नियम एवं शर्तों में संशोधन हेतु आवश्यक कार्यवाही कर ली जायें ।

**CONTRACTOR SIGNATURE
WITH SEAL**

OFFICER INVITING TENDER

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

New Okhla Industrial Development Authority

SALABLE FORM FOR TENDER INVITED

Job No.

The required fee of tender form has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF ERNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

CONTRACOR

Note : Out of two Banks Account given by Noida Authority, Contractors are requested to mentioned that in which bank account he/they have deposited the cost of bid document/ e-Tender processing fee and Earnest Money.

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APPENDIX 'B'

This is to certify that M/s.
.....

have been dealing with us for last... .. years, satisfactorily. The balance lying in the his/her accounts with us is Rs. The turnover during the year in the accounts have been to the turnover Rs. Lac, on the basis of information available with us we assess their solvency is not less than Rs. Lac.

Dated:

Manager
Seal of the Bank

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Annexure - VI

Capex Cost for 10 MW of installing a rooftop PV Solar plant for NOIDA

Ref: IIT Rookee Solar Project / Jamia Millia Islamia Solar Project / Gujrat Gov. 2017

| Sr. No. | Equipment /Components | Total Price (INR)/MW |
|---------|---|--|
| 1 | Photovoltaic Modules | 22,000,000 |
| 2 | Inverters with SCBs & SCADA | 3,073,000 |
| 3 | Module Mounting Structures | 5,000,000 |
| 4 | Building, Installation, Logistics and Civil Works | 2,300,000 |
| 5 | Isolation Transformer/ Switch Yard 132/33/11KV | 5,500,000 |
| 6 | Wires, Earthing and Electrical | 1,500,000 |
| 7 | Design, Engineering and Project Management | 627,000 |
| | Total installation cost per MW | 40,000,000 ((Four Crore Rupees Only/-) |
| | Total installation cost per MW | 40,000,000 (Four Crore Rupees Only/-) |
| | Total installation cost per 10 MW | 400,000,000 (Forty Crore Rupees Only/-) |

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

Annexure-II

| CAPABILITY STATEMENT | | | |
|---|---|--|--|
| *It is compulsory for the bidder to fill this statement and the bidder <i>must upload only those documents</i> that support this statement. | | | |
| Reference No-44 /GM-(R.)/AO/Sr. Manager.(E&M)-II/2020-21/ET | | | |
| Tender- | Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA | | |
| Name of Tenderer | | | |
| TOTAL NIT COST OF PROJECT (In INR) | | | 400000000 |
| S. NO. | ELIGIBILITY CRITERIA | | (Value To Be Filled By the Tenderer In Indian Rs.) |
| | | Minimum Value | |
| 1 | SOLVENCY (Issued within a period of minimum six months). | 20% OF TOTAL ESTIMATED COST | 80000000 |
| 2 | Work Experience of Specialized agencies and as well as registered contractor in this field with CPWD/MES/P&T/RAILWAYS | The Bidder must have experience in Design, Supply, Installation & Commissioning of Solar PV Power Plants and Solar Systems under RESCO Mode of cumulative Capacity of not less than 5MWp in the last 07 (Seven) Financial Years and till last date of bid opening. The SPV Power Plants under RESCO Mode must be commissioned and should be in satisfactory operational. | 5.00 MWp |
| 3 | RESULT OF EXPERIENCE TURNOVER (During 2018-19 financial years) along with Affidavits. | Year 2018-19 | 50000000.00 |
| 4 | Profit Before Depreciation Interest and Taxes Year 2018-19 | | 10000000 |
| 5 | Line of Credit for a minimum amount | | 12500000 |
| 6 | Covering Letter as per prescribed Format - 1. | | |
| 7 | Tender fee INR 8260/- inclusive of GST ,. | | |
| 8 | Bid Bond payment, as per the prescribed Format shall be submitted for the tendered capacity. | | |
| 9 | Checklist for Bank Guarantee submission requirements as prescribed in Format. | | |
| 10 | Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as Format or standard power of attorney in favour of authorized person signing the Bid. (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013). However, Employer may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company. | | |
| 11 | Scanned copy of the Consortium Agreement, If any | | |

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

| | | | |
|----|---|--|--|
| 12 | Certificate of Incorporation of Bidding company/Bidding consortium/Parent Company (100% Holding Company) as applicable. | | |
| 13 | General particulars of bidders as per Format. | | |
| 14 | Bidder's composition and ownership structure as per prescribed Format as Shareholding certificate certified by Director/practicing Chartered Accountant / Company Secretary and Authorised signatory of the company. | | |
| 15 | Document in support of meeting Eligibility Criteria as per Clause no. 5 of ITB section. | | |
| 16 | Details for meeting Financial Eligibility Criteria as per Clause no. 5 only. | | |
| 17 | Undertakings from the Financially Evaluated Entity or its Parent Company (100% Holding Company) / as per Format , if applicable. | | |
| 18 | Format - 8, if applicable, supported by Board Resolution of the Parent Company (100% Holding Company) of the Bidding Company duly certified by the Company Secretary or Authorized signatory to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so. | | |
| 19 | Signed and stamped Copy of RFP Documents (First and Last Pages including Covering Pages of each Parts) including amendments & clarifications (on each page) by Authorised signatory. | | |

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Annexure-III

Percentage BoQ

Tender Inviting Authority: Senior Manager (E&M)-II

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning and Comprehensive Operation & Maintenance for 25 (Twenty-Five) years of 10 MW (AC) Solar PV Plant on RESCO Model at Identified Buildings of NOIDA

Contract No: - 44 /GM-(R)/AO/Sr.M.(E&M)-II/2020-21/ET

Bidder Name :

| | |
|--|--|
| | |
|--|--|

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

| NUMBER # | TEXT # | NUMBER # | TEXT # | NUMBER | NUMBER # | TEXT # |
|-------------------------------|---|----------|----------|----------------------|--------------------------|-----------------------|
| Sl. No. | Item Description | Quantity | Units | Estimated Rate | TOTAL AMOUNT Incl. Taxes | TOTAL AMOUNT In Words |
| 1 | 2 | 4 | 5 | 6 | 53 | 55 |
| 1 | Rate per KWh (A.C.) to be quoted by Bidder for per unit electricity consumed by NOIDA | 1 | Per Unit | 3.33 | | INR Only |
| Total in Figures | | | | | | INR Only |
| Quoted Rate in Figures | | | Select | | 0.0000 | INR Zero Only |
| Quoted Rate in Words | | | | INR Zero Only | | |