

**TENDER DOCUMENT FOR GRID CONNECTED ROOFTOP SOLAR PV SYSTEM  
UNDER RESCO MODEL**

**REQUEST FOR SELECTION (RFS) OF BIDDERS FOR IMPLEMENTATION OF GRID CONNECTED  
ROOF TOP SOLAR PV SYSTEM FOR GOVERNMENT BUILDINGS IN ANDHRA PRADESH UNDER  
RESCO MODEL.**

**RFS No: NREDCAP/GM(ESW)/42-191 /RESCO/1-1000 KWp/2019-21 Dated: 07.08.2019**



**NEW & RENEWABLE ENERGY DEVELOPMENT CORPORATION OF  
ANDHRA PRADESH LIMITED (NREDCAP)  
# 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur(Dist)  
Pin:522 501  
Tel: 0863-2347650/51/52/53, Fax: 0863-2347690  
web: www.nredcap.in**

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2. This Tender is issued by New & Renewable Energy Development Corporation of AP Ltd (NREDCAP).
3. The Bid document is not a prospectus or offer on invitation to the public in relation to the sale of shares, debentures or securities, nor shall this Bid document or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.
4. In considering a response to this Tender, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.
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7. This Tender document, if includes certain statements, estimates, projections, designs, targets and forecasts with respect to the Project, such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and employees of NREDCAP, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this document is, or should be relied on as a promise, representation or warranty.
8. NREDCAP reserves the right to modify, amend or supplement or cancel this Tender document, without any prior notice or without assigning any reason.

**Authorised Person:** The VC & Managing Director, NREDCAP

**Address:** 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam road, Tadepalli, Guntur District; **Tel:** 0863 -2347650 /651/652/653

**Email:** [info@nredcap.in](mailto:info@nredcap.in); [we@nredcap.in](mailto:we@nredcap.in);

**Place:** Tadepalli

**Date:** 07. 08.2019

**Information pertaining to Bid submission via e-Procurement platform**

The Bidder shall submit response to the tender on e-Procurement platform at <https://tender.apecurement.gov.in> by following the procedure given below.

The Bidder would be required to register on the e-procurement market place <https://tender.apecurement.gov.in> and submit their Bids online. Online submission of Bids is mandatory and Offline Bids shall not be entertained by the Tender Inviting Authority.

The Bidders shall submit their eligibility and qualification details, Bid Processing Fee and EMD (Prequalification), Technical Bid, Financial Bid etc., in the online standard formats displayed in e-Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Technical Bid/Bid Processing Fee/EMD and other certificate/documents in the e-Procurement web site. The Bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Bidder shall attach all the required documents specific to the RFP after uploading the same during the Bid submission as per the RFP and Bid Documents.

**1. Registration with e-Procurement platform:**

For registration and online Bid submission Bidders may contact HELP DESK of Vupadhi Techno Services

**M/s Vupadhi Techno Services Pvt. Ltd**

Flat No:407, 4<sup>th</sup> Floor, Sreeram's Sneha Avenue,  
Near aravinda School, Kunchanpalli,  
Tadepalli Mandal, Guntur district-522501.  
Phone: 08645-243670/71/72/73/74

**Email id: [contact@vupadhi.com](mailto:contact@vupadhi.com)**

<https://tender.apecurement.gov.in>.

**2. Digital Certificate authentication:**

The Bidder shall authenticate the Bid with Digital Certificate for submitting the Bid electronically on eProcurement platform. The Bids not authenticated by Digital Certificate of the Bidder will not be accepted.

For obtaining Digital Signature Certificate, you may please Contact:

Andhra Pradesh Technology Services Limited,  
Plot No. 302, 3rd Floor, Banukrishna Nilayam, Ashoka Nagar, Velanki Rammohan Rao street,  
Vijayawada  
Mob: 9963029443

### 3. Hard copies:

- i) Bidders shall submit hard copies of the Bid as specified in **Clause 3.8.2 of this RFP, as per the timelines specified in Clause 3.2 of this RFP.**
- ii) All the Bidders shall invariably upload the scanned copies of DD/BG/PO/RTGS particulars in eProcurement system and this will be one of the key requirements to consider the Bid responsive.

### 4. Deactivation of Bidders:

If any Successful Bidder fails to submit the original hard copies of uploaded certificates/documents, within stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the Bidder, as the successful Bidder will be barred from participating in the tenders on eProcurement platform for a period of 3 years. The eProcurement system would deactivate the user ID of such defaulting Bidder based on the trigger/recommendation by the Authorised Representative in the system. Besides this, the Authorised Representative shall invoke all processes of law including criminal prosecution of such defaulting Bidder as an act of extreme deterrence to avoid delays in the Bid Process for execution of the development schemes taken up by the government. Other conditions as per the Tender are applicable.

### 5. Payment Of Transaction Fee:

It is mandatory for all the participant Bidders to electronically pay a Non-refundable Transaction fee to MD, APTS as per the relevant GoAP guidelines in regard to e-procurement fund to be administered by APTS limited, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. GST is applicable for Transaction on the transaction amount payable to MD APTS.

### 6. Nodal Person for enquiries and clarifications

All correspondence, clarifications in respect of the Bid document and submission of the Bid shall be addressed to:

Designation:	The VC & Managing Director, NREDCAP
Address:	12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam road, Tadepalli, Guntur District
Telephone:	0863 -2347650 /651/652/653
E-mail id:	<a href="mailto:info@nredcap.in">info@nredcap.in</a> ; <a href="mailto:we@nredcap.in">we@nredcap.in</a>

**BID INFORMATION SHEET**

Document Description	<b>This RFS document comprises for “Bidding process upto 15MWp” Grid connected Solar PV systems in Govt Buildings under RESCO Model</b>
RFS No. & Date	RFS No: NREDCAP/GM(ESW)/42-191/RESCO/1-1000/2019-21 Dated: 07.08.2019
Broad Scope of Work for Bidding	Implementation of Grid Connected Rooftop Solar PV systems in Government Buildings in Andhra Pradesh under RESCO Model
Tender Type	Open tender
Tender Category	Competitive bidding procurement
Bid Document Download Start Date	07 .08.2019 from 17 .00 Hours
Bid Document Download End Date	26 .08.2019 at 17.00 Hours
Bid closing date	27 .08.2019 at 17.00 Hours
End date for submission of hard copies of Technical bid (scanned) with supporting documents	28 .08.2019 at 14.00 Hours
Technical Bid Opening date	28 .08.2019, 15.00 Hours
Financial Bid Opening date	Will be intimated to the technically qualified bidders in advance or by notifying in the website.
Place of Tender Opening	O/o NREDCAP, Tadepalli
Contact Officer	VC & Managing Director
Address/E-mail id	NREDCAP 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District, Andhra Pradesh – 522 501.
Telephone Nos.	Telephone – 0863 -2347650 /651/652/653
Tender Validity Period	90 Days from the Bid deadline date

<p>Bid Security /EMD (INR)</p>	<p>As specified in the Bid document as per the prescribed Format, proposals would need to be accompanied by a Bid security in Indian Rupees for an amount of Rs. 5 lakhs per MW and valid for 90 days <b>beyond the tender offer validity (3 months i.e upto _31.10.2019).</b></p> <p>The bid security shall be kept valid throughout the Proposal Validity Period including any extensions in the Proposal Validity Period and would be required to be further extended if so required by NREDCAP.</p> <p>Any extension of the validity of the Bid Security as requested by NREDCAP shall be provided by the agency a minimum of seven calendar days prior to the expiry of the validity of the Bid Security, being extended.</p>
<p>Bid Processing Fee (non-refundable)</p>	<p>Bidder shall pay Bid processing fee of Rupees 50,000/- (Rupees Fifty Thousand only) plus applicable GST (18%) by way of Demand draft drawn in favour of NREDCAP, payable at Tadepalli.</p> <p>Additionally, Bidder shall pay E-tendering fees (Rs.10,000) of requisite amount to the hosting agency.</p> <p>No exemption towards processing fees or E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt. / semi Govt. / PSUs.</p>
<p>Procedure for bid submission</p>	<p>The Bidder shall submit his response through Bid submission to the tender on e-Procurement platform at <a href="https://tender.apecurement.gov.in">https://tender.apecurement.gov.in</a> by following the procedure.</p> <p>The Bidder would be required to register on the e-procurement market place <a href="https://tender.apecurement.gov.in">https://tender.apecurement.gov.in</a> and submit their Bids online. Offline Bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform.</p>

The Bidders shall submit their eligibility and qualification details, EMD, Technical Bid, Financial Bid etc., in the online standard formats displayed in e-Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Technical Bid/EMD and other certificate/documents in the e-Procurement web site.

The Bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

The Bidder shall upload the entire required documents specific to the Bid document in the e-tender platform duly signing each and every document. The bidder shall invariably submit the hard copies of the Technical bid to the Authorised Representative either personally or through courier or post before the timelines as indicated in this tender document. Non-submission of Technical bid along with relevant documents shall lead to rejection of tender.

1. Hard Copies:

**Bidders shall submit hard copies of EMD and Bid Processing fee to the address mentioned in the respective clause of this Bid document before tender dead line.**

Bidders shall also upload scanned copies of these **documents**( DD/PO towards processing fee and EMD) as a part of the Qualification criteria of bid on the e-Procurement platform.

All the Bidders shall invariably upload the scanned copies of DD/BG/PO in e-procurement system and this will be one of the key requirements to consider the bid responsive.



	<p>The Authorized Representative will not take any responsibility for any delay in receipt/non-receipt of original, Certificates/Documents from the successful Bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinity of certificates/documents uploaded by the Bidder in e-Procurement system, in support of the qualification criteria.</p>
Uploading	<ol style="list-style-type: none"><li>1. Financial Bid shall be uploaded at the commercial stage available on the e-Procurement platform which has an encryption facility.</li><li>2. The Bidder SHALL AVOID zipping two versions of the same Financial Bid into a single folder.</li><li>3. In case the Authorized Representative finds multiple versions of the same Financial Bid in a single zip folder, such Bids are liable for rejection by the Authorized Representative.</li></ol>

## A. DEFINITIONS & ABBREVIATIONS

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

- a. **“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.
- b. **“B.I. S”** shall mean specifications of Bureau of Indian Standards (BIS);
- c. **“Bid”** shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RFS, in accordance with the terms and conditions hereof.
- d. **“Bidder/Bidding Company”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium/Joint Venture in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
- e. **“Bidding Consortium or Consortium”** shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid, in response to RFP for the project.
- f. **“Bid Bond”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 3.13 of this RFS, in the prescribed Format- 3;
- g. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFS as specified in Bid information Sheet;
- h. **“Bid Capacity”** shall means capacity offered by the bidder in his Bid under invitation.
- i. **“CEA”** shall mean Central Electricity Authority.

- j. **“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;
- k. **“Competent Authority”** shall mean (Designation of Competent Authority) of New & Renewable Energy Development Corporation of Andhra Pradesh Ltd himself and/or a person or group of persons nominated by V.C & Managing Director for the mentioned purpose herein;
- l. **“Commissioning”** means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RFS.
- m. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- n. **“Capacity Utilization Factor” (CUF)** shall mean the ratio of actual energy generated by SPV project over the year to the equivalent energy output at its rated capacity over the yearly period.

*CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kW \* 365 \* 24).*

However, for demonstration of successful Completion, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus installed Project capacity x 1 x 24, adjusted to seasonality as per the provisions of RFS.

- o. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in Clause 3.3 of this RFS;
- p. **“Financially Evaluated Entity”** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 3.3.3 hereof;
- q. **“IEC”** shall mean specifications of International Electro-technical Commission;
- r. **“kWp”** shall mean kilo-Watt Peak;
- s. **“kWh”** shall mean kilo-Watt-hour;
- t. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;

- u. **“Minimum Bid Capacity”** shall mean 1 MWp which is the minimum capacity for which the Bidder can submit its Bid. Bidder(s) quoting less the minimum bid capacity shall be out-rightly rejected;
- v. **“Maximum Bid Capacity”** shall mean 5MWp which is the maximum capacity for which the Bidder can submit its Bid.;
- w. **" O&M"** shall mean insurance, warranty, spare parts and comprehensive operation & maintenance of Projects during the term of the PPA;
- x. **“Owner of the project”** shall mean anyone who has ownership (including lease ownership also) of the roof and is the legal owner of all equipments of the project. Owner of the project can enter into a PPA with the consumer (s) of power for supply of solar power for at least 25 years from the date of Commissioning of project.
- y. **“PPA”** means Power Purchase Agreement to be executed between successful bidder / Project Developer and the rooftop owner. The prescribed format for execution of PPA is attached at Annexure ‘C’.
- z. **“Project Cost / Project Price”** shall mean the price as per MNRE Benchmark Price for the Scope of work as per RFS.
- aa. **“Project capacity”** means Capacity in kWp offered by the Bidder project capacity specified is on “DC” output Side only.
- bb. **“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.  $PR = (\text{Measured output in kW} / \text{Installed Plant capacity in kW} * (1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2))$ .
- cc. **“Parent”** shall mean a company, which holds more than 51% equity either directly or indirectly in the Bidding Company or Project Company or a Member in a Consortium developing the Project
- dd. **“Project Company”** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 3.4.

- ee. **“Price Bid”** shall mean Envelope III of the Bid, containing the Bidder’s quoted Price as per the Section- IV of this RFS;
- ff. **“Qualified Bidder”** shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 3.1 stand qualified for opening and evaluation of their Price Bid;
- gg. **“RFS”** shall mean Request for Selection (RFS)/Bid document/Tender document
- hh. **“RESCO”** shall mean Renewable Energy Service Companies;
- ii. **“RESCO model”** shall mean where the bidders intend to take a roof top owned by some other entity on mutually agreed terms and conditions from the roof top owner(s) and enters into the PPA with rooftop owner / DISCOM / others for supply of Solar power for 25 years from the date of Commissioning of project.
- jj. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
- kk. **“Successful Bidder(s) /Contractor/Project Developers(s)”** shall mean the Bidder(s) selected by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd pursuant to this RFS for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFS Documents, and to whom an Allocation Letter has been issued;
- ll. **“Subsidy or Incentive Grant”** shall mean Financial Assistance upto maximum of 20% of the Bench Mark Cost notified by MNRE, Govt. of India and disbursed by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.
- mm. **“Tendered Capacity”** shall mean the Total aggregate capacity in MW proposed to be allocated by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd to the Successful Bidder through this bidding process as per terms and conditions specified therein;
- nn. **“Ultimate Parent”** shall mean a company, which owns at least more than fifty one percent (51%) equity either directly or indirectly in the Parent and Affiliates.
- oo. **“Wp”** shall mean Watt Peak.
- pp. **1MWp** for the purpose of conversion in **kWp** shall be considered as 1000kWp.

**B. INTERPRETATIONS**

- i. Words comprising the singular shall include the plural & vice versa
- ii. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- iii. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- iv. 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.
- v. 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.

## SECTION – I

### A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS

#### 1. INTRODUCTION

##### 1.1 Bidder can:

- a. Submit bids as mentioned in RFS as per Clause 2.1.

1.2 The scheme targets installation of grid-connected roof top solar PV projects on the roofs of Government Buildings. The generated solar power may be utilized for captive application and the surplus power will be fed to the grid. The scheme aims to reduce the fossil fuel-based electricity load on main grid and make building self-sustainable from the point of electricity, to the extent possible.

1.3 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, which expression shall also include its successors and permitted assigns, hereby invites interested companies to participate in the bidding process for the selection of Successful Bidder(s) for implementation of large scale grid-connected roof top Solar Photovoltaic Projects herein under.

1.4 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.

1.5 The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

#### 2.1 BID DETAILS:

2.1.1 The bidding process under this RFS of the rooftop scheme is upto **15MWp**.

**2.1.2** Bids are invited from the prospective bidders for the tendered capacity as indicated below. NREDCAP will extend subsidy equivalent 20 % of the Bench Mark Cost

notified by MNRE during the year of commissioning of the project. However, this subsidy is limited to certain category of Government Institutions only. ***The bidder shall quote different rates separately for installation of Grid Connected Solar Rooftop systems i.e with subsidy and without subsidy.***

2.1.3 ***Maximum allowable Levelled tariff for 25 years cost at the rate of Rs. 5/- per kWh and the bids with tariff more than Rs. 5/- Per kWh will not be considered for evaluation and award.***

## 2.3 SIZE OF THE PROJECTS:

2.3.1 The size of each project shall be in the range of 1 KWp to 1000 kWp at each location. One project may however comprise of several rooftop units or cluster of installations in a given area or District. Each roof top unit can separately connect with the grid and may have separate meters.

## 2.4 BID CAPACITY

2.4.1 The minimum bid capacity shall be 1 MW. Bids can submit the bid for maximum capacity of **5MW** only.

## 3 INSTRUCTIONS TO THE BIDDERS

- 3.1 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 as indicated in Clause 3.6.3, shall be fulfilled by the Lead Member or Parent Company of the Lead Member while the Technical Eligibility Criteria shall be fulfilled by consortium member.
  - In case bidder submitting bid through consortium, a Consortium Agreement shall be furnished along with the bid.
  - Financial Consortium is not allowed in this Bidding Process. Consortium is only permitted for Technical partnership.
  - Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that any change in the controlling equity of the Bidding company requires prior approval of New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.



- f. All members of the consortium should be registered as company only. However, Member of the Consortium may form the Project Company as specified in Clause 3.4.
- g. Bidder including its member of the consortium can submit one bid only.

### **3.2 USE OF TECHNICAL AND/OR FINANCIAL STRENGTH OF PARENT COMPANY**

- 3.2.1 Bidder can use the financial strength of its Parent Company or Affiliate to fulfil the Financial Eligibility criteria mentioned below. Members of consortium can also use the credentials of the parent company or Affiliate to fulfil the eligibility requirement.
- 3.2.2 In above case, Bidders shall submit an Undertaking from the Parent Company/Affiliate as per **Format- 9** and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per **Format-8**. A certificate from a Chartered Accountant/Company Secretary towards shareholding pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company shall also be submitted.
- 3.2.3 Bidder can use the technical strength of its Parent Company (or companies where Parent Company directly owns shares of projects)/Affiliate to fulfil the Technical Eligibility criteria mentioned above. If the Bidder/Parent/Affiliate holds less than 100% share of the particular Project for which the Eligibility is being claimed, the Eligibility shall be considered proportionately. The same shall be supported by a certificate from a Chartered Accountant.
- 3.2.4 Only Technical consortium is allowed for submission of Bids.

### **3.3 ELIGIBILITY CRITERIA**

#### **3.3.1 GENERAL**

- (a) The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power. including any amendment thereto, Government owned Enterprises, foreign company(ies) from all countries in the World who are registered and incorporated in their respective countries as per the local act and engaged in the business of Power/Infrastructure, Limited Liability Partnership Firms barring Government Department as well as those firms from the countries against whom sanction for conducting business is imposed by Government of India

**A copy of certificate of incorporation shall be furnished along with the bid in support of above.**

### 3.3.2 TECHNICAL ELIGIBILITY CRITERIA:

The Bidder should have installed and commissioned at least one Grid connected Solar PV Power Project having a capacity of not less than 1000 kW or installed and commissioned an aggregate capacity of at least 500 KWp Grid connected solar rooftop systems with at least 100 KWp capacity at single location. The list of projects commissioned prior to Techno-Commercial Bid, indicating whether the project is grid connected, along with a copy of the Commissioning certificate / Work Order with Chartered Accountant Certificate/Work order / Contract / Agreement/ from the Client/Owner shall be submitted in support of Clause 3.3.2 above.

### 3.3.3 FINANCIAL ELIGIBILITY CRITERIA:

- i. The Bidder should have a Net worth equal to or greater than the value calculated at rate of Rs. 2.00 Crore per MW of capacity offered by the Bidder in its Bid. The Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net-worth calculation in case of listed companies in India only.

The formula of calculation of net-worth shall be as follows:

Net-worth = (Paid up share capital) + {(Free reserves - Share premium) + Share premium of listed companies} - (Revaluation of reserves)-(Intangible assets) - (Miscellaneous expenditure to the extent not written off and carry forward losses).

For the purposes of meeting financial eligibility criteria, audited annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company and provided further that the financial capability of such companies shall not be considered again for the purpose of evaluation of the Bid.

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.

Bidders shall furnish documentary evidence as per the **Format -7**, duly certified by

Authorized Signatory and the Statutory Auditor / Practicing Chattered Accountant of the Bidding Company in support of their financial capability.

### **3.4 INCORPORATION OF A PROJECT COMPANY**

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

3.4.2 The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of one (1) year from the date of commissioning of the entire Sanctioned Capacity of the Project Developer.

### **3.5 JOINT VENTURE CRITERIA**

In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, they must meet the following requirements:

- i) The lead Partner shall meet, not less than 75% of the Financial eligibility criteria as per clause 3.3.3. However, all the partners shall jointly meet the 100% financial eligibility criteria as per clause 3.3.3.
- ii) All the partners of the JV shall collectively meet 100% of Technical Experience criteria as per clause 3.3.2.

Note:

- a) The Bid Security may be submitted in the name of the Lead Partner.
- b) JV is required to submit form of Power of Attorney and Form of undertaking by the JV partners.
- c) JV is required to declare scope of work to be executed by each partner of JV.

### **3.6 BID SUBMISSION BY THE BIDDER**

3.6.1 The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-III & Section IV of this document.

3.6.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has

to be duly signed and stamped by the authorized signatory of the Bidder.

- 3.6.3 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no. 3.3.1, 3.3.2 and 3.3.3 to the satisfaction of New & Renewable Energy Development Corporation of Andhra Pradesh Ltd and shall also furnish unconsolidated/consolidated audited annual accounts in support of meeting financial requirement, which shall consist of 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.
- 3.6.4 In case the annual accounts for the latest financial year are not audited and therefore the bidder cannot make it available, the applicant shall give certificate to this effect from their directors. In such a case, the Applicant shall provide the Audited Annual Reports for 3(Three) years preceding the year or from the date of incorporation if less than 3 years for which the Audited Annual Report is not being provided.

### **3.7 BID SUBMITTED BY A BIDDING COMPANY:**

The Bidding Company should designate one person to represent the Bidding Company in its dealings with New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

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**

- 3.8.1 The New & Renewable Energy Development Corporation of Andhra Pradesh Ltd will not enter into any correspondence with the Bidders, except to furnish clarifications on RFS Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFS in writing, through a letter or by email to reach New & Renewable Energy Development Corporation of Andhra Pradesh Ltd at the address, date and time mentioned in Bid information sheet.
- 3.8.2 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

### 3.9 AMENDMENTS TO RFS

3.9.1 At any time prior to the deadline for submission of Bids, the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFS document by issuing clarification(s) and/or amendment(s).

The clarification(s) / amendment(s) (if any) may be notified by NREDCAP. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.

3.9.2 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.

3.9.3 In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid. Bids received by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd shall be returned to the concerned Bidders on their request through registered post or courier and it will be for the Bidders to submit fresh Bids as the date notified by the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd for the purpose.

### 3.10 BIDDING PROCESS

#### 3.10.1 BID FORMATS

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

**(A). Technical Bid shall be submitted online as per the formats covering the following along with supporting documents by online in the e-procurement platform.**

- Covering Letter indicating the Capacity quoted under each category as per the prescribed Format-1.
- Copy of PAN,GST and TAN certificates of Bidding company.
- Bid processing fee @ Rs. 50,000/- ( P l u s G S T @ 1 8 % )
- Bid Bond, as per the prescribed Format-3 shall be submitted separate for the offered capacity in a separate envelop.
- Checklist for Bank Guarantee submission requirements as prescribed in Format- 5

**(B). Techno-commercial documents shall be submitted on line as per the formats covering the following along with supporting documents by online in the e-procurement platform.**

- 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-6 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).** However, New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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.
- General particulars of bidders as per Format-2
- Shareholding certificate signed by the company secretary of the bidding company and shareholding certificate signed by the company secretary of the Parent company (if parent company credentials are used).
- Document in support of meeting Eligibility Criteria as per Clause no. 3.3.1 & 3.3.2.
- Certificates of incorporation of Bidding company and parent company (if parent company credentials are used)
- Certificates of incorporation of bidding consortium, if technical consortium is envisaged in the bid submitted by bidder.
- Details for meeting Financial Eligibility Criteria in the prescribed Format-7 along with documentary evidence for the same.
- If credentials of Parent company are being used by the Bidding company/lead member of the bidding consortium than Format 8 shall be furnished.
- Undertakings from the Financially Evaluated Entity or its Parent Company /Ultimate Parent Company as per Format-9.
- Board Resolution of the Parent Company /Ultimate Parent Company of the Bidding company duly certified by the Company Secretary to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.
- Board resolution for Authorised signatory Signed and stamped Copy of RFS Documents including amendments & clarifications by Authorised signatory on each page.

**(C) PRICE BID shall be submitted online as per the format and uploaded in the e-procurement platform.**

### **3.11 VALIDITY OF BID**

3.11.1.1 The bid and the Price Schedule included shall remain valid for a **period of 3 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, New & Renewable Energy Development Corporation of Andhra Pradesh Ltd shall forfeit the Bid Bond furnished by him. *Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.*

3.11.1.2 In exceptional circumstances when letter of allocation is not issued, the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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 provided under Clause 3.13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

### **3.12 COST OF BIDDING**

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

### **3.13 BID BOND**

**The Bidder shall furnish the Interest free Bid Bond @ Rs. 5 Lakhs (Rupees Five Lakhs only) per MWp** in the form of Bank Guarantee (BG) / Demand Draft drawn in favour of "New & Renewable Energy Development Corporation of Andhra Pradesh Ltd", payable at Tadepalli. The initial validity of Bid Bond shall be for a period of **3 months from the Bid Deadline**, which shall be extended by the bidder as per the bid validity. If the bidder fails to extend the bid bond validity as per above on request by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd then entire Bid bond may be forfeited. The Bid Bond of unsuccessful bidders shall be returned within 15 days from the date of issue of Letter of Allocation(s) to successful bidders.

Example: Participating for 1.5 MWp, the bidder has to submit Bid Bond of Rs. 5 Lakh x 1.5 MWp = Rs. 7.5 Lakh (Rupees Seven Lakhs Fifty Thousand Only).

3.13.1 The Bid Bond shall be denominated in Indian Rupees and shall:

- i. at the Bidder's option, be in the form of either a demand draft, or a bank guarantee from a Scheduled bank.

3.13.2 The Successful Bidder shall sign and stamp the Allocation Letter and return the duplicate copy of the same to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd within 7 days from the date of its issue.

### **3.14 PERFORMANCE SECURITY / PERFORMANCE BANK GUARANTEE (PBG)**

3.14.1 Within 30 days from the date of issue of Allocation letter, Successful Bidder shall furnish the Performance Security for the amount of Rs. 10 Lakhs/MWp.

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

- a. a demand draft, or a bank guarantee from the List of banks as given in Annexure-B
- b. be confirmed for payment by the branch of the bank giving the bank guarantee at Tadepalli/Vijayawada

3.14.3 The Performance Security shall be valid for a minimum period of **60 months (5 years)** from the date of issue of Allocation letter(s) and shall be renewed / extended till the completion of 60 months of O&M from the date of commissioning.

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

- a. If the Successful Bidder is not able to identify the projects and submit Project Sanction Documents to the satisfaction of NREDCAP, PBG amount, pro-rata to the capacity for which the Successful Bidder is not able to identify the projects and submit Project sanction Documents.
- b. If the Successful Bidder is not able to commission the projects to the satisfaction of NREDCAP, 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 NREDCAP, for the already identified locations, which are notified by NREDCAP in the RfS or otherwise and for which Allocation Letter/ Sanction Letter has been issued.
- c. In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.

### **3.15 OPENING OF BIDS**

3.15.1 Technical Bids shall be opened **at 15.00 hours on 28.08.2019** i.e. Bid Deadline date at New & Renewable Energy Development Corporation of Andhra Pradesh Ltd office, in the presence of one representative from each of the Bidders who wish to be present.



- 3.15.2 Name of the Bidder, capacity offered shall be read out to all the Bidders at the time of opening.

### **3.16 RIGHT TO WITHDRAW THE RFS AND TO REJECT ANY BID**

- 3.16.1 This RFS may be withdrawn or cancelled by the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd at any time without assigning any reasons thereof. The New & Renewable Energy Development Corporation of Andhra Pradesh Ltd further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- 3.16.2 The New & Renewable Energy Development Corporation of Andhra Pradesh Ltd reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFS and make its own judgment regarding the interpretation of the same. In this regard the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd shall have no liability towards any Bidder and no Bidder shall have any recourse to the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd with respect to the selection process. New & Renewable Energy Development Corporation of Andhra Pradesh Ltd shall evaluate the Bids using the evaluation process specified in Section -I, at its sole discretion. New & Renewable Energy Development Corporation of Andhra Pradesh Ltd decision in this regard shall be final and binding on the Bidders.
- 3.16.3 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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 or rejection of bid by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd will be final.

### **3.17 EXAMINATION OF BID DOCUMENT**

- 3.17.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.
- 3.17.2 The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.

3.17.3 Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

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

## **B. CONDITIONS OF CONTRACT**

### **3.18 SCOPE OF WORK**

3.18.1 The scope of work for the bidder include Identification of buildings/leasing rooftop of buildings for 25 years, Obtaining No Objection Certificate (NOC)" from Distribution Company (DISCOM) for grid connectivity, 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 for a period of Twenty-Five years after commissioning.

### **3.19 LEVELLIZED TARIFF**

3.19.1 Levellized tariff shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a "single responsibility" basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 25 years, 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.

3.19.2 Levellized tariff quoted is on lump sum turnkey basis and the bidder is responsible for the total Scope of Work described.

**3.19.3 The bidder may quote levellized tariff for each category i.e. 1-9 KWp; 10-49 KWp; 50-99 KWp; 100-499 KWp and 500-1000 KWp. The bidder may quote for the categories of his choice and there is no compulsion that they should quote for all categories.**

3.19.4 Levellized tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment of subsidy 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.

- 3.19.5 Levellized 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
- 3.19.6 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.
- 3.19.7 The successful bidder shall share the revenue on sale of solar power to the roof owner / identified Government Department, equivalent to 20 paisa per unit to NREDCAP towards supervision and coordination charges. The charges are exclusive of Service Tax and any other taxes, levies , duties, etc. levied by the Government from time to time, which shall be paid extra as per applicable norms.**
- 3.19.8 NREDCAP service charges are charged towards site visits, inspection; liaison, monitoring etc. Taxes and duties shall be paid extra. **The NREDCAP service charges are non-refundable and for each project the service charges have to be paid on monthly basis** based on the metered power units.

### **3.20 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 during O&M period.

### **3.21 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 system warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts. 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd will not be responsible in any way for any claims whatsoever on account of the above.

### **3.22 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 and Codes and codes as approved by the MNRE shall be used.

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.

### **3.23 OPERATION & MAINTENANCE (O&M)**

The bidder shall be responsible for Operation and Maintenance of the Roof top Solar PV system for a period of 25 years, during which New & Renewable Energy Development Corporation of Andhra Pradesh Ltd will monitor the project for effective performance in line with conditions specified. During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

### **3.24 METERING AND GRID CONNECTIVITY**

Metering and grid connectivity of the roof top solar PV system under this scheme shall be the responsibility of the bidder in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). New & Renewable Energy Development Corporation of Andhra Pradesh Ltd/consumer could facilitate connectivity; however, the entire responsibility lies with bidder only.

### **3.25 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 for release of eligible incentive amount Minimum CUF of 15% should be maintained for a period of 5 years for fulfilling of one of the conditions for release of PBG. The bidder should send the periodic plant output details to New &

Renewable Energy Development Corporation of Andhra Pradesh Ltd for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

### **3.26 PROGRESS REPORT**

The bidder shall submit the progress report monthly to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd in Prescribed Proforma. New & Renewable Energy Development Corporation of Andhra Pradesh Ltd will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the bidder.

### **3.27 PROJECT INSPECTION.**

3.27.1 The project progress will be monitored by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd or any authorized agency/ experts.

3.27.2 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd may also depute a technical person(s) from its list of empaneled experts for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufactures facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required.

### **3.28 APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws in the jurisdiction of state of Andhra Pradesh.

### **3.29 SETTLEMENT OF DISPUTE**

3.29.1 If any dispute of any kind whatsoever arises between New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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.

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

### **3.30 LANGUAGE**

3.30.1.1 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd and the bidder shall be in English language.

#### **3.30.2 SUCCESSORS AND ASSIGNS**

In case the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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.

#### **3.30.3 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.

#### **3.30.4 COUNTERPARTS**

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

**3.30.5 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd & Successful bidder hereto, any rights and / or remedies herein.

**3.30.6 CORRESPONDENCE**

Bidder requiring any clarification on bid documents may contact in writing or by Fax /E Mail.

## SECTION-II

### EVALUATION CRITERIA AND SUBSIDY DISBURSEMENT

#### (i) BID EVALUATION AND SUBSIDY DISBURSEMENT

##### 1. BID EVALUATION

The evaluation process comprises the following four steps:

- Step I - Responsiveness check of Techno Commercial Bid
- Step II - Evaluation of Bidder's fulfilment of Eligibility Criteria as per Clause 3.3 of Section-I
- Step III - Evaluation of Price Bid
- Step IV - Successful Bidders(s) selection

##### 2. 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 RFS subject to **Clause 3.3.1, Clause 3.3.2 and Clause 3.3.3**. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of New & Renewable Energy Development Corporation of Andhra Pradesh Ltd:

- i. 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, applicable undertakings, format for disclosure, valid Bid Bond, etc.;
- ii. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFS;
- iii. Material inconsistencies in the information /documents submitted by the Bidder, affecting the Eligibility Criteria;
- iv. Information not submitted in the formats specified in this RFS;
- v. Bid being conditional in nature;
- vi. Bid not received by the Bid Deadline;
- vii. Bid having Conflict of Interest;
- viii. More than one Member of a Bidding Company using the credentials of the same Parent Company /Affiliate;
- ix. Bidder delaying in submission of additional information or



- clarifications sought by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd as applicable;
- x. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFS before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up.

### **3. PRELIMINARY EXAMINATION**

- 3.1 The New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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.
- 3.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total Amount 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.

### **4. EVALUATION OF BIDDER'S FULFILMENT OF ELIGIBILITY CRITERIA**

Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in **Clause 3.3.1, 3.3.2 and 3.3.3**. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.

#### **a. EVALUATION OF PRICE BID**

Price Bid of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, on a date as may be intimated by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd to the Bidders.

The evaluation of Price Bid shall be carried out based on the information furnished as per the format (Price Bid). The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the RFS. Any Bid not meeting any of the requirements of this RFS may cause the Bid to be considered "Non-responsive" at the sole decision of the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

**b. The tariff quoted shall be evaluated separately as follows;**

- i. The tariff shall be evaluated separately on levelized tariff basis quoted.
- ii. Since the maximum allowable levelized tariff for 25 years is Rs 5/kWh, so bidder submitting bid above the maximum allowable Tariff shall be rejected.

**5. SUCCESSFUL BIDDER(S) SELECTION**

- 5.1 The Levelized Tariff quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest under each category i.e.1-9 KWp,10-49 KWp,50-99 KWp, 100-499 KWp and 500-1000 KWp.
- 5.2 Based on the price bid quoted by the bidders, New & Renewable Energy Development Corporation of Andhra Pradesh Ltd shall arrange the bids in the ascending order i.e. L1, L2, L3, \_\_\_ (L1 being the lowest levelized Tariff).
- 5.3 Lowest bidder under each category will be declared as the successful bidder. For further allocation, the L2 bidder will be asked to match the price quoted by the L1 bidder. In case the L2 bidder refuses to match the L1 price then L3 bidder shall be offered to match L1 price. The process will continue till the next bidder matches the L1 price. The bidder who matches the L1 price will also be declared Successful bidder, However, New & Renewable Energy Development Corporation of Andhra Pradesh Ltd at its own discretion may relax the condition.
- 5.4 All the qualified bidders empaneled companies except the L1 bidder will be given 10 days from the date of notification of L1 price to give their consent to execute the work at L1 price failing which it will be assumed that they are not interested to match L1 price. In case of more than one such response is received expressing their consent to match the L1 price and to execute the capacity then the preference shall be given in the ascending order of the bid quoted by the bidder. i.e. first preference will be given to L2 then L3 and so on until entire capacity is allocated.
- 5.5 Letter(s) of Allocation (LOA): The Letter(s) of Allocation (LOA) shall be issued to all such Successful Bidders(s) selected as per the provisions of this Clause 5.3
- 5.6 Each Successful Bidder shall acknowledge the LOA and return duplicate copy with signature & stamp of the authorized signatory of the Successful Bidder to the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd within Thirty (30) days of issue of LOA.
- 5.6.1 If the Successful Bidder, to whom the Letter of Allocation has been issued does not fulfil any of the conditions specified in Bid document, the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd reserves the right to annul/cancel the award of the Letter of Allocation of such Successful Bidder.
- 5.7 The New & Renewable Energy Development Corporation of Andhra Pradesh Ltd at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion

5.8 There shall be no negotiation on the quoted Levelized Tariff or Subsidy requirement between the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd and the Bidder(s), during the process of evaluation

5.9 The intent has been to have more than one at L1 rate. So apart from the procedure adopted under clause 5.3 of RFS, following methodology shall be adopted to allocate the remaining capacity, if none of the qualified bidder matches the L1 price:

In such cases, the details of the remaining capacity and the L1 price of that will be notified through for information to all the qualified bidders. All qualified bidders within 10 days from the date of notification, against individual intimation shall give their consent along with the Bid bond of equivalent amount to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd for execution of the remaining capacity at L1 rate.

5.9.1 In case of more than one such response is received expressing their consent to execute the capacity they are interested then the preference shall be given in the alphabetical order of their names.

#### **5.10 INCREASE/DECREASE OF BIDDER ALLOCATED CAPACITY**

5.10.1 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd reserves the right to increase upto hundred percent (100%) of the Bidder Allocated Capacity at its sole discretion and at the request of the Bidder at L1 price.

5.10.2 In case bidder has requested for reduction in Allocated capacity, then upto 50% reduction of allocated capacity only can be accepted by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd at New & Renewable Energy Development Corporation of Andhra Pradesh Ltd sole discretion.

5.10.3 Amended Performance security (PBG pertaining to additional capacity allocated or capacity shall be submitted by bidder within 30 days from the date of issue of such notification.

**Note:** Increase/decrease/transfer of the Successful Bidder Capacity at the time of Allocation will be at the sole discretion of New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

#### **5.11 NOTIFICATION TO SUCCESSFUL BIDDERS**

5.11.1 The name of Successful Bidders shall be notified indicating the allocated capacity shall be notified individually through letter of allocation.

## 5.12 PROJECT ALLOCATION AND SANCTION

- 5.12.1 The identification of the projects (roof tops) at time of bidding is not mandatory. The Bidders, however, in their own interest are advised to make a preliminary survey of availability of roof tops, as well as issue of Grid connectivity.
- 5.12.2 The Successful Bidders selected as described in Clause 5.3 above shall be issued Letter of Allocation (LOA) indicating the allocated capacity for Levelized tariff.
- 5.12.3 The bidders who have been notified as Successful Bidders, shall be given 18 months from the date of issue of Letter of Allocation for commissioning of the allocated capacity in which roofs identification is also in the bidder's scope
- 5.12.4 Preference should be given to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd identified roofs first. In the event of offer given by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd to the Bidder to execute the project in the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd identified roof, the time for submission of project sanction documents by the bidder to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd will be 30 days from the date of issue of allocation letter which can be extended depending upon the merit of the case.
- 5.12.5 For identification of projects, New & Renewable Energy Development Corporation of Andhra Pradesh may provide help.
- 5.12.6 Onus of identifying 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 within the above-mentioned time frame even for the buildings/rooftops identified by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd for preferential installation.
- 5.12.7 After the Project Sanctioned Document have been submitted by the Successful Bidder/ Project Developer and accepted by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd", New & Renewable Energy Development Corporation of Andhra Pradesh Ltd will issue the Sanction Letter(s) for the Project (s) indicating the subsidy

amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 9 months from the date of issue of allocation Letter.

#### **5.13 SUBSIDY DISBURSEMENT:**

5.13.1 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd (NREDCAP) will extend subsidy equivalent 20 % of the Bench Mark Cost notified by MNRE during the year of commissioning of the project. However, this subsidy is limited to certain category of Government Institutions only.

5.13.2 The MNRE Benchmark Price shall be considered as the Project Cost for this purpose.

5.13.3 3% of the eligible subsidy amount along with GST @ 18% will be deducted at the time of disbursal of subsidy amount by NREDCAP towards Project Management Consultancy (PMC) charges.

5.13.4 The subsidy of sanctioned Projects will be disbursed as follows.

5.13.4.1 100% Subsidy will be released after the issuance of Commissioning/ completion certificate and acceptance of project as per Clause 14 and based on sanction after deducting the PMC charges as indicated above..

#### **6. 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 including Grid connectivity. New & Renewable Energy Development Corporation of Andhra Pradesh Ltd shall not have any responsibility in this regard.

#### **7. BID BOND AND PROCESSING FEE SUBMISSION**

7.1 Bid bond along with Processing fee shall be submitted separately for the offered capacity and a copy of the same shall be uploaded in the e-procurement platform and physical document shall be submitted along with hard copies of Technical document as per the schedule.

7.2 Taxes and duties shall be paid extra by the bidder as applicable on the bid processing fee.

## **8. TAX EXEMPTIONS**

Price bids are invited inclusive of Taxes and duties. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Dep't of Govt. of India by the bidder. New & Renewable Energy Development Corporation of Andhra Pradesh Ltd in no case will be responsible for providing any tax exemptions to the bidder.

## **9. ELIGIBILITY OF STANDALONE SYSTEM**

Standalone system is not allowed under this scheme. The system should be grid connected.

## **10. REQUIREMENT OF APPROVALS ON MAKES OF THE COMPONENTS**

The Bidders have the liberty to choose among Indian make or foreign make modules but shall follow the MNRE/BIS Technical specifications and standards for the equipment and material used in the rooftop systems.

## **11. OPERATION OF THE SYSTEM DURING WEEKENDS AND GENERAL HOLIDAYS AND CALCULATION OF CUF**

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

## **12. TIME OF COMPLETION OF ALLOCATED CAPACITY**

Project completion shall be **9 months from the date of issue of allocation letter.**

## **13. INSPECTION AND AUDIT BY THE GOVERNMENT**

The Successful bidder shall permit the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, if so required by the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd any time.

#### **14. COMMISSIONING /COMPLETION CERTIFICATE**

##### **14.1 Application for completion/commissioning certificate:**

When the Successful bidder fulfills his obligation under the Contract, he shall be eligible to apply for Completion Certificate. NREDCAP shall normally issue to the Successful bidder the Completion Certificate within one month after receiving any application therefore from the Successful bidder after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract documents. The Successful bidder, after obtaining the Completion Certificate, is eligible to avail the subsidy.

##### **14.2 DOCUMENT SUBMISSION FOR ISSUE COMMISSIONING/ COMPLETION CERTIFICATE:**

14.2.1 For the purpose of Clause 14.1 above the following documents will be deemed to form the completion documents:

- a. Checklist for inspection of Roof top SPV power plants as per New & Renewable Energy Development Corporation of Andhra Pradesh Ltd format.
- b. Project completion report from successful bidder as per New & Renewable Energy Development Corporation of Andhra Pradesh Ltd format

##### **14.3 CORRUPT OR FRAUDULENT PRACTICES**

The New & Renewable Energy Development Corporation of Andhra Pradesh Ltd requires that Successful Bidders/ Contractors should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd:

14.3.1 defines, for the purposes of this provision, the terms set forth as follows:

14.3.2 “corrupt practice” means the 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

14.3.3 “fraudulent practice” means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd of the benefits of free and open competition;

**14.3.4** will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government/ New & Renewable Energy Development Corporation of Andhra Pradesh Ltd schemes.



**SECTION-III**

**FORMAT-C**

**PRICE BID**

(To be submitted online only )

RFS No: NREDCAP/GM(ESW)/42-191/RESCO/1-1000/ dated 07.08.2019

Category of the Project	Levellised Tariff for 25 Years (Rs/kWh)	
	With 20% Subsidy	Without Subsidy
1-9 KWp		
10-49 KWp		
50-99 KWp		
100- 499 KWp		
500-1000 KWp		

Note:

- The levelized tariff shall be calculated up to two decimal places.
- Tariff shall include all applicable Taxes and duties.
- Maximum allowable levelized tariff for this part is Rs. 5 Per kWh.
- Bids not in conformity with above provisions will be rejected.

Date: .....

Signature:.....

Place: .....

Printed Name.....

Business Address:.....

Designation:.....

(Company Stamp).....

**SECTION -IV**  
**FORMATS FOR SUBMITTING RFS**

**Format-1**

**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

M/s New & Renewable Energy Development Corporation of Andhra Pradesh Ltd,  
# 12-464/5/1, River Oaks Apartment,  
CSR Kalyana Mandapam Road,  
Tadepalli, Guntur(Dist),  
Pin:522501

**Sub: Bid for “Implementation of Grid connected Roof Top Solar PV System Scheme for Govt Buildings in RESCO Model ”**

Dear Sir,

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

We give our unconditional acceptance to the RFS, dated 07.08.2019 and RFS Documents attached thereto, issued by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, as amended. This shall also be construed as a token of our acceptance to the RFS Documents including all its amendments and clarifications given by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

We shall ensure that we execute such RFS Documents as per the provisions of the RFS and all provisions of such RFS Documents shall be binding on us.

**1. Bid Capacity**

We have bid for the following capacity and have accordingly submitted our Price Bids for the same:

<b>Bid Capacity in kWp</b>	
<b>TOTAL: (SHALL NOT EXCEED 5 MWp)</b>	

**2. Bid Bond**

We have enclosed a Bid Bond 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 Format .....from .....(Insert name of bank providing Bid Bond) and valid up to .....in terms of Clause .....of this RFS. The offered quantum of power by us is.....kWp . (Insert total capacity offered).

**3. Processing Fee**

We have enclosed DD of Rs. 59000 in the form of DD no.....(Insert number of the DD) dated.....[Insert date of DD] from .....(Insert name of bank providing DD). Further

4. We have submitted our Price Bid strictly as per Section III of this RFS, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).
5. 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 subsidy other than received from [NAME OF THE ORGANISATION] for implementation of the project.

**6. Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd in respect of any matter regarding or arising out of the RFS 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.

#### **7. 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 RFS Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFS have been fully examined and considered while submitting the Bid.

We are enclosing herewith the Envelope-I (Covering letter, Processing fee and Bid Bonds) Envelope-II (Techno-Commercial documents) and Envelope III (Price Bids) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFS for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFS and subsequent communications from New & Renewable Energy Development Corporation of Andhra Pradesh Ltd. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFS and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

Dated:

Thanking you,

Yours faithfully,

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

**Format-2**

**GENERAL PARTICULARS OF THE BIDDER**

Name of the Company	
Registered Office Address	
Telephone, Telex, Fax No	
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	
Bidding company PAN Number	
Bidding company TAN Number	
Bidding Company GST Number	
Have the bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the RFS.	
Whether the Bidder wishes to form a Project Company for execution of work	Yes/No/May be
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	
Bid Bond Bank Guarantee No	
Validity of Bid Bond	
<ul style="list-style-type: none"> <li>• Banker E-mail ID,</li> <li>• FAX No of the banker</li> <li>• Correspondence address &amp; Pin Code</li> </ul>	

**Signature of Authorized Signatory)**

**With Seal**

**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 &  
Company Secretary) With Seal**

**Stamp and Signature of the Company Secretary / Chartered Accountant**

**Format-3**

**FORMAT FOR BID BOND**

(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 RfS inter alia for selection of the Project for the capacity of ..... MW [Insert Capacity] in response to the RfS No.-----dated issued by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd (hereinafter referred to as New & Renewable Energy Development Corporation of Andhra Pradesh Ltd) and [NAME OF THE ORGANISATION] considering such response to the RfS of.....[insert the name of the Bidder] as per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd at [Insert Name of the Place from the address of New & Renewable Energy Development Corporation of Andhra Pradesh Ltd] forthwith on demand in writing from New & Renewable Energy Development Corporation of Andhra Pradesh Ltd or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ----- [Insert amount not less than that derived on the basis of Rs. Lakhs per MW of cumulative capacity proposed in a State (name of the State) ] only, on behalf of M/s.[Insert name of the Bidder] .

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

Our liability under this Guarantee is restricted to Rs.----- (Rs. only). Our Guarantee shall remain in force until [insert date of validity in accordance with RfS]. New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, made in any format, raised at the above-mentioned

address of the Guarantor Bank, in order to make the said payment to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against New & Renewable Energy Development Corporation of Andhra Pradesh Ltd in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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 Clause 3.15 of this RfS] 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd serves upon us a written claim or demand.

Signature \_\_\_\_\_ Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_ Email ID \_\_\_\_\_

For [Insert Name of the Bank]\_\_\_\_  
Banker's Stamp and Full Address.

Dated:



**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 Successful Bidder(SB)) submitting the response to RfS inter alia for selection of the Project for the capacity of ..... MW in the state .....[Insert name of the state] under Roof Top scheme in response to the RfS No \_\_\_\_\_ dated..... issued by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd (hereinafter referred to as [NAME OF THE ORGANISATION]) and [NAME OF THE ORGANISATION] considering such response to the RfS of .....[insert the name of the Successful Bidder] (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 the name of the Successful Bidder(SB)) as per terms of RfS and the same having been accepted by the selected SB or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd at \_\_\_\_\_ [Insert Name of the Place from the address of the [NAME OF THE ORGANISATION]] forthwith on demand in writing from New & Renewable Energy Development Corporation of Andhra Pradesh Ltd or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of M/s ----- Bidder(SB)/ Project Company] [Insert name of the selected Successful]

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

Our liability under this Guarantee is restricted to Rs. (Rs.....only).

Our Guarantee shall remain in force until.....[NAME OF THE ORGANISATION] shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that New & Renewable Energy Development Corporation of Andhra Pradesh Ltd 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the Successful Bidder(SB)/ Project Company as applicable] and/or any other person. The Guarantor Bank shall not require New & Renewable Energy Development Corporation of Andhra Pradesh Ltd to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against New & Renewable Energy Development Corporation of Andhra Pradesh Ltd in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Hyderabad 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder(SB) / Project Company , to make any claim against or any demand on the Successful Bidder(SB)/ Project Company or to give any notice to the Successful Bidder(SB)/ Project Company or to enforce any security held by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder(SB)/ Project Company .

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.\_\_\_\_\_ (Rs.\_\_\_\_\_ 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

Email ID \_\_\_\_\_

For \_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address. Dated this day of \_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee(PBG) shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-B

**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., / LOA No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
i)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	

**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 selected States in India in response to the RFS. No

..... dated ..... issued by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd (New & Renewable Energy Development Corporation of Andhra Pradesh Ltd), New Delhi 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd may require us to submit.

The aforesaid Attorney is further authorized for making representations to the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, Guntur and providing information / responses to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, New Delhi representing us in all matters before New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, Guntur and generally dealing with New & Renewable Energy Development Corporation of Andhra Pradesh Ltd, New Delhi in all matters in connection with this Bid till the completion of the bidding process as per the terms of the above mentioned RFS.

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 RFS.

**Signed by the within named.....(Insert the name of the executant company)**

through the hand of Mr. ....duly authorized by the Board(vide Board resolution No ) to issue such Power of Attorney

Dated this ..... day of .....

**Accepted**

.....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the 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.....(Board of Director's Resolution is also enclosed)

**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).

**Format -7**

**FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT**

**(To be submitted on the letterhead of Bidding Company / Lead Member/)**

To,

New & Renewable Energy Development Corporation of Andhra Pradesh Ltd,  
# 12-464/5/1, River Oaks Apartment,  
CSR Kalyana Mandapam Road, Tadepalli,  
Guntur(Dist), Pin: 522 501

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System scheme for Govt Buildings in response to the RFS No. XXXXXdated:

We submit our Bid(s) for the total capacity of ...kWp (Insert total offered capacity in kWp and submit details of our Financial Eligibility Criteria as follows:

**Bid Details**

<b>BID CAPACITY IN KWP *</b>
<b>TOTAL (SHALL NOT EXCEED 5 MWp )</b>

*Note: 1MWp=1000kWp*

We certify that the Financially Evaluated Entity (ies) had an Annual Turnover as follows:  
The maximum Annual turnover of Rupees ..... Crore per MW in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at least have completed one financial year.

OR

Net worth of Rs.....Crore computed as per instructions provided in Clause 3.3.3 Financial eligibility criteria

Name of Financially Evaluated Entity*	Relationship with Bidding Company**	Financial year	Year of Incorporation of the Bidding company	***Total Maximum Annual Turnover (Rs. Crore)	Net worth as per Clause 3.6.3 (in Rs. Crore)



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

\*\* The column for "Relationship with Bidding Company" is to be filled only in case financial capability of Parent Company and/or Affiliate has been used for meeting Qualification Requirements.

\*\*\* Bidder shall furnish maximum annual turnover in any of the last three financial years.

Yours faithfully

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

Name: .....

Place: .....

Date:.....

(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.

**Format-8**

**Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company.**

To,

.....

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System Scheme for GOVT Buildings.

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

The details of equity holding of the Affiliate/Parent Company/Bidding Company or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company/applicant company	Name of the Affiliate of the Bidding Company/Applicant company/ Name of the Parent Company of the Bidding Company	Name of the Company having common control on the Affiliate and the Bidding Company	Percentage of Equity Holding of Parent Company in the Bidding Company/ Applicant company

\*Strike out whichever is not applicable.

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

**Format-9**

**Undertaking from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company**

**(On the Letter Head of the Financially Evaluated Entity or its Parent Company/Ultimate Parent Company)**

Name:

Full Address:

Telephone No.:

E-mail address:.

To,

.....

Dear Sir,

We refer to the RFS No.....dated.....for “Implementation of Grid connected Roof Top Solar PV System Scheme for GOVT Buildings in Andhra Pradesh”.

“We have carefully read and examined in detail the RFS, including in particular, Clause .... of the RFS, regarding submission of an undertaking, as per the prescribed Format of the RFS.

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

We have also noted the amount of the Performance Guarantee required to be submitted as per Clause.... of the RFS 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 RFS, 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 RFS.

**Signature of Managing Director/Authorized 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.....**

**CHECKLIST TO ACCOMPANY THE TENDER**

S. No	Description	Whether Uploaded or not	Page No. (see Note below)
1	2	3	4
1	Company Registration certificate	Yes /No	
2	Demand draft toward requisite Earnest Money Deposit (issued by any Nationalised/Scheduled bank) or Bank Guarantee.	Yes /No	
3	Crossed demand draft towards Cost of tender processing fee Rs.50,000 + GST @ 18%	Yes /No	
4	Copy of PAN card	Yes /No	
5	Copy of latest Income Tax Clearance returns submitted along with proof of receipt (Latest SARAL form).	Yes /No	
6	CA Certificate for the Turnover for the period 2016-19 (Year wise)	Yes /No	
7	CA certificate for Net worth as on 31.03.2019	Yes /No	
8	Copies of GST Registration Certificate.	Yes /No	
9	Latest GST clearance certificate.	Yes /No	
10	Availability of local service centres/ technical personnel	Yes /No	
11	Information on litigation history in which Bidder is involved.	Yes/No	
12	Any other documents/certificate as specified in tender conditions	Yes /No	
13	Experience Certificate	Yes /No	
14	Declarations as per the formats	Yes /No	

Notes:

1. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.

2) The information shall be filled-in by the Tenderer in the check list, as applicable and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the Tenderer's Compliance to the qualification criteria as provided in the Tender document.

The bidder shall sign on all the statements, documents, certificates by him, owning responsibility for their correctness/authenticity.

**ANNEXURE-A:**

**DOCUMENTS REQUIRED FOR PROJECT SANCTION**

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

1. Project Report (As per TOC provided by New & Renewable Energy Development Corporation of Andhra Pradesh Ltd) (Project report should contain the following TOC)
  - Context / background / Introduction
  - Project objectives
  - Target beneficiaries
  - Project strategy / Approach of work & methodology
  - Environmental Impact Assessment, if required.Site details including photographs with date & time stamping
  - Solar resource assessment
  - Technology selection (Module, Inverter and BOS)
  - Design, Simulation, BOM and layout of SPV plant
  - Grid connectivity and metering scheme
  - Means of financing and project budget
  - Financial, Economic & Risk Analysis
  - Time frame / schedule of implementation
  
2. Agreement between the bidder and the owner of the Project and Building/Roof top (Notarised original agreement on stamp paper of appropriate value should be enclosed).

All Agreement shall generally have reference to the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd's RFS No. and Letter of Allocation and provisions as per terms and conditions, technical specification and performance parameter in line with the New & Renewable Energy Development Corporation of Andhra Pradesh Ltd's RFS Document against which Letter of Allocation has been issued. In addition, it shall indicate the price 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 New & Renewable Energy Development Corporation of Andhra Pradesh Ltd officials for the entire plant life, obligation of the roof top owner regarding providing of data to New & Renewable Energy Development Corporation of Andhra Pradesh Ltd as per the RFS Document etc.

3. No Objection Certificate from the concerned DISCOM for grid connectivity. (Not mandatory during project identification, however mandatory for project commissioning/operation).

**ANNEXURE-B: LIST OF BANKS (For submission of BGs)**

<b>1. SCHEDULED COMMERCIAL BANKS</b>	<b>2. OTHER PUBLIC-SECTOR BANKS</b>
<b>SBI AND ASSOCIATES</b>	1. IDBI Bank Ltd.
1. State Bank of India	<b>3. FOREIGN BANKS</b>
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
<b>NATIONALISED BANKS</b>	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.



14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	

**ANNEXURE – C**

**MODEL POWER PURCHASE AGREEMENT (PPA)**

**BETWEEN**

CONTRACTOR AND GOVT. ORGANIZATION

**FOR**

**DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING  
INCLUDING WARRANTY, OPERATION &  
MAINTENANCE OF GRID CONNECTED ROOF-TOP SOLAR  
PHOTOVOLTAIC AND SMALL SOLAR POWER PLANTS IN  
RESCO MODEL**

This Power Purchase Agreement (PPA) is executed on \_\_\_\_ (date), \_\_\_\_ (month), \_\_\_\_ (year) at < location> between \_\_\_\_ Authorized representative of Purchaser i.e. Government Organization, PSU and Offices > (detail address), (hereinafter referred to as —**Purchaser**||) AND M/s (Name of Power Producer) (CIN No. \_\_\_\_\_), a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_ (detail address) (hereinafter referred to as —**Power Producer**|| which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns). The Purchaser and Power Producer are each individually referred to as a —**Party**|| and collectively as the —**Parties**||.

WHEREAS:

- A. The Power Producer has been notified as successful bidder by <Name of Expert PSU> for —**Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of kWp Rooftop Solar PV System at (building name)**|| (Project) and as per competitive bidding under RFS 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 hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.
- D. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

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

**1. Definitions and Interpretation**

**Definitions**

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

- (a) —**Actual Monthly Production**|| means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2.
- (b) —**Affiliate**|| means with respect to any specified Person, any other Person, directly or indirectly controlling, controlled by or under common control with such specified Person).
- (c) —**Agreement**|| means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.
- (d) —**Applicable Law**|| means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- (e) —**Business Day**|| means any day other than Sunday or any other day on which banks in < name of the State> are required or authorized by Applicable Law to be closed for business.
- (f) —**Commercial Operation Date**|| has the meaning set forth in Section 4.3(b).
- (g) —**Consents, Clearances and Permits**|| shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained From or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power.
- (h) —**Deemed Generation**|| has the meaning set forth in Section 5.3 (c).

- (i) —**Delivery Point**|| shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser.
- (j) —**Dispute**|| has the meaning set forth in Section 17.7 (b).
- (k) —**Designated Account**|| means:
  - (i) Where there is no Financing Party, the account designated by the Power Producer from time to time; and
  - (ii) Where there is a Financing Party, the account established by the Power Producer at the instance of such Financing Party for the deposit of the cash flows and receivables of the Power Producer, as intimated to the Purchaser by such Financing Party.
- (l) —**Disruption Period**|| has the meaning set forth in Section 5.3 (c).
- (m) —**Distribution Utility**|| means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises.
- (n) —**Due Date**|| has the meaning set forth in Section 7.4.
- (o) —**Effective Date**|| has the meaning set forth in Section 2.
- (p) —**Estimated Remaining Payments**|| means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by the Power Producer in accordance with Section 7.1.
- (q) —**Expiration Date**|| means the date on which the Agreement terminates by reason of expiration of the Term.
- (r) —**Financing Party**|| means any Person who has made or will make a loan to or otherwise provide financing to the Power Producer (or an Affiliate of the Power Producer) with respect to the System.
- (s) —**Force Majeure Event**|| has the meaning set forth in Section 11.1.
- (t) —**Governmental Approval**|| means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.
- (u) —**Governmental Authority**|| means any central, state, regional, district, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

- (v) —**Indemnified Persons**|| means the Purchaser Indemnified Parties or the Power Producer Indemnified Parties, as the context requires.
- (w) —**Insolvency Event**|| means with respect to a Party, that either
  - (i) Such party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or
  - (ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.
- (x) —**Installation Work**|| means the construction and installation of the System and the Start-up, testing and acceptance (but not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.
- (y) —**Invoice Date**|| has the meaning set forth in Section 7.2.
- (z) —**Losses**|| means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity obligation). —**Main Metering System**|| means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point for measuring and recorded the delivery and receipt of energy.
- (aa) —**Metering Date**|| means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date.
- (bb) —**Party**|| or Parties|| has the meaning set forth in the preamble to this Agreement.

- (cc) —**Performance Ratio**|| (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.  $PR = (\text{Measured output in kW} / \text{Installed plant capacity in kW} * 1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2)$ .
- (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 Parties**|| has the meaning set forth in Section 16.2.
- (gg) —**Premises**|| means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the 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 price payable by Power Purchaser to the Power Producer under the circumstances described in Section 3.2, which shall be the price detailed in Schedule III to this Agreement.
- (jj) —**Purchaser Default**|| has the meaning set forth in Section 12.2 (a).
- (kk) —**Purchaser Indemnified Parties**|| has the meaning set forth in Section 16.1.
- (ll) —**Representative**|| has the meaning set forth in Section 15.1.
- (mm) —**Scheduled Complete Date**|| has the meaning set forth in Section 4.1(g).
- (nn) —**Security Interest**|| means any form of mortgage, lien, pledge, assignment by way of security, charge, hypothecation, security interest, title retention or any other security agreement or arrangement having the effect of conferring security.
- (oo) —**Selectee**|| means, a new company (i) proposed by the Financing Parties pursuant to Section 12.1(b)(ii) read with Schedule VII hereof and approved by the Purchaser or (ii) proposed by the Purchaser in accordance with to Section 12.1(b)(ii) read with Schedule VII hereof and approved by the Financing Parties, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in accordance with the terms and conditions contained in the said Schedule.

- (pp) —**Solar Power**|| means the supply of electrical energy output from the System.
- (qq) —**Solar Power Payment**|| has the meaning set forth in Section 7.1.
- (rr) —**System**|| includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.
- (ss) —**System Operations**|| means the Power Producer’s operation, maintenance and repair of the System performed in accordance the requirement herein.
- (tt) —**Tariff**|| means the price per kWh set forth in Schedule II hereto.
- (uu) —**Term**|| has the meaning set forth in Section 3.1.

#### **Interpretation**

- (a) Unless otherwise stated, all references made, in this Agreement to —**Sections**||, —**Clauses**|| and —**Schedules**|| shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.
- (b) In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words —**include**||, —**includes**||, and —**including**|| mean include, includes and including —**without limitation**|| and (iii) the words —**hereof**||, —**hereto**||, —**herein**|| and —**hereunder**|| and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

#### **2. Effective Date**

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

### **3. Terms and Termination**

#### **Term**

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

#### **Purchase Option/ Purchase Obligation**

So long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase Price. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power, Producer of Purchaser’s intent to exercise its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable

Purchase Price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser, *provided* that where there is any Financing Party, the applicable Purchase Price shall be payable only into the Designated Account. Upon execution of the documents and payment of the applicable Purchase Price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance (~~—O&M~~) services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

**Conditions of the Agreement prior to installation**

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

- (a) There has been a material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.
- (b) The Power Producer has determined that there are easements, Capacity Cost Recovery (CCRs) or other Security Interest that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c).
- (c) There exist site conditions (including environmental conditions) or construction requirements that were not known prior to the signing of the Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

*Provided* that nothing in this clause shall restrict or excuse the Purchaser's liability for any breach of its obligations under Section 8.3 of this Agreement.

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

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

**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 RFS No \_\_\_\_\_ dated: \_\_\_\_\_ and the sanction letter issued by <NAME OF EXPERT PSU>. The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.



- (b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- (c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of kWp. Power Producer may, with the prior consent of the Financing Parties, construct a System of smaller size if it receives only part approval of government subsidies or for any other material commercial reason, as mutually agreed between the Parties in writing . In the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties in writing.
- (d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point.

Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.

- (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.

- (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 specified in Article 11 and 12.2 (Force Majeure or Purchaser Default) or on account of a Purchaser Act, the Power Producer or its contractor shall pay to <NAME OF EXPERT PSU> genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the <NAME OF EXPERT PSU> RFS appended as Schedule VI format as per respective RFS 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 Law through the Term of the Agreement.
- (j) Power Producer shall fulfill all obligations undertaken by it under this Agreement.

#### **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.

#### **System Acceptance Testing**

- (a) The Power Producer shall give 10 days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's designated representative.
- (b) If the results of such testing indicate that the System is capable of generating electric energy (at full rated KWp) for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a written notice to Purchaser to that effect, and the date of successful conducting such tests (including the test set out in Section 8.1(c) of this Agreement), and injection of Solar Power at Delivery Point shall be the —**Commercial Operation Date**|| .

### **5. System Operations**

#### **The Power Producer as Owner and Operator**

The System will be legally and beneficially owned by the Power Producer and / or the Financing Party(ies) and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser. The System shall not attach to, or be deemed a part of, or fixture to, the Premises. The Purchaser covenants that it shall place all parties having an interest in or Security Interest upon the real property comprising the Premises on notice of (i) the license of the Power Producer with respect to the Premises, and (ii) the ownership of the System and the legal status the System as the exclusive property of the Power Producer (or the Financing Parties). If there is any Security Interest created or

granted upon the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall forthwith procure a release from the holders of such Security Interest.

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

#### **Metering**

- (a) The Power Producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.
- (b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- (c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer.
- (d) The Power Producer shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM
- (e) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.
- (f) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.
- (g) Power Producer shall be responsible for transformer etc. —if required|| & metering as per respective clause of RFS (reference to be quoted).

#### **System Disruptions**

- (a) Availability of premises: Purchaser will provide full access of the Premises to Power Producer for installation, operation and maintenance of the System during the period of Agreement. Purchaser will also provide access of the Premises to Power Producer as required for operation and maintenance of the System. The Purchaser shall also provide access to the Premises after the termination of this Agreement for the purpose of removal of the System from

the Premises in accordance with Section 12.2(b)(v) or Section 11.2 of this Agreement.

- (b) Purchaser will not provide/construct any structure within its Premises or around its Premises which shades the solar panels affecting the generation of the Solar Power during the Term.
- (c) 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 (except a Force Majeure Event), then, in either case, Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion of the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the **—Disruption Period**). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the period in the previous year corresponding to the Disruption Period, and where such data is not available, over the period of thirty (30) days immediately preceding the Disruption Period (**—Deemed Generation**). Power Producer shall inform about the disruption or outage in System production, for reasons attributable to Purchaser in writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in System production, on account of Purchaser.

## **6. Delivery of Solar Power**

### **Purchaser Requirement:**

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

- (a) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated due to faults in the equipment's of the Purchaser e.g., Net meter Cables, Equipment's etc., which may stop the feeding / record of the Solar Power generated.
- (b) In the event that the Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the System and if such shading occurs, the Power Producer may apply for deemed generation furnishing the calculation for loss in generation

due to such shading supported by the relevant data, which shall be approved by Purchaser within one month of submission failing which the Power Producer shall claim provisional deemed generation till the issue is finally settled.

- (c) In the event the main metering system malfunctions for reasons beyond the Power Producer's control (for a reasonable period required for repair/ replacement of the main meter).
- (d) In the event there is DISCOM grid failure affecting the delivery of Solar Power.
- (e) In the event the Purchaser does not allow the Power Producer to conduct necessary repairs, or the repairs by the Purchaser under Section 5.1 of this Agreement are not adequate.
- (f) In the event there are power outages resulting in inability to synchronise.
- (g) In the event the System is otherwise unable to generate Solar Power to the extent of its rated capacity for reasons not attributable to a Power Producer Default or a Force Majeure Event.

#### **Estimated Annual Production**

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

#### **Suspension of Delivery**

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

### **7. Tariff and Payments**

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

#### **Invoice**

The Power Producer shall invoice Purchaser on the first day of 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.

The invoice to the purchaser shall include.

- (a) The Solar Power calculations for the relevant billing period.
- (b) Supporting data, documents and calculations in accordance with this Agreement.

#### **Time of payment**

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

#### **Method of Payment**

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

#### **Late Payment Surcharge/ Early Payment Discount**

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

#### **Disputed Payments**

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

invoice if shall be referred to Arbitration as provided in the present Agreement.

**Change in Law:**

- (a) For the Purpose of this section 7.8, the term —**Change in Law** shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer.
- (i) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Applicable Law, including rules and regulations framed pursuant to such Applicable Law;
  - (ii) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) of any law in any jurisdiction outside India from which a significant portion of the major equipment for the System (including solar panels) is being imported; or
  - (iii) A change in the interpretation of any Applicable Law by any Governmental Authority having the legal power to interpret or apply such Applicable Law, or any competent court; or
  - (iv) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or
  - (v) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for obtaining such Government Approvals; or
  - (vi) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.
  - (vii) Any benefit arising due to change in above para (i) to (v) shall be passed on to the Purchaser. But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.
- (b) Application and Principles for computing impact of Change in Law:

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

- (c) Solar Power Payment Adjustment Payment on account of Change in Law  
Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:
  - (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
  - (ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in Law is on account of a change in interpretation of Law.

## 8. General Covenants

### Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- (a) Notice of Damage or Emergency: The Power Producer shall (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) System Condition: The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.
- (c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) of [\_\_\_\_\_] at the time of commissioning and related Capacity Utilization Factor (CUF) of [\_\_\_\_\_] as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.
- (d) Governmental Approvals : While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations
- (e) The interconnection of the 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.

**Power Producer’s Representatives**

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Purchaser’s Covenants**

Purchaser covenants and agrees to the following:

- (a) **Notice of Damage or Emergency:** Purchaser shall (a) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System; (b) immediately notify the- Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) **Security Interest:** Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Security Interest on or with respect to the System. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Security Interest to be discharged and released of record without any cost to the Power Producer, shall procure the execution of all documentation between the Purchaser, the existing holders of such Security Interest and the Power Producer recording the release of such Security Interest, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Security Interest.
- (c) **Consents and Approvals:** Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other \_financial incentives.
- (d) **Access to Premises Grant of License:** Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights

necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo IDs will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.

- (e) **Security:** The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall be paid the amount on the basis of 'Deemed Generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such damage will be borne by the Purchaser.
- (f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and where the System is required to be removed from the Premises, up to the date of removal of the System from the Premises within the timelines set out in Section 12.2(b)(v) or Section 11.2 of this Agreement, as the case may be, (b) neither Purchaser nor Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer, and (c) the Purchaser shall procure that the Purchaser's landlord acknowledges, in writing, the license granted and the exclusive rights of the Power Producer (and the Financing Parties) to the System, and confirms that it has no claims in relation to the System.
- (g) **Temporary storage space during installation:** Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.

- (h) **Sunlight Easements:** Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of \_sunlight to the System, including but not limited to-such actions as may be reasonably necessary to obtain a solar access easement for such purpose.
- (i) **Evacuation** — Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the Due Date and pay interest on delayed payments, if any, as per this Agreement.
- (j) **Water** - Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels (\_\_\_\_\_liters - twice a month).
- (k) **Auxiliary Power** — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Purchaser is paying to the DISCOM.
- (l) **Relocation** – If the System or one or more of the System’s panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the panel(s) or the System, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.6. During any interruption in generation during such relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the System or the affected panel(s), as the case may be.
- (m) **Financing** – The Purchaser has been advised that part of the security for the financial arrangements for the System may be the granting of a first priority perfected Security Interest over the System to a Financing Party, and accordingly undertakes to (i) execute all such documents / instruments as may be required by the Power Producer to arrange or secure financing from the Finance Parties, acknowledging the Finance Parties’ Security Interest over the System and, amongst others, acknowledging their rights of step-in / substitution in accordance with the terms of the relevant financing and security documents, and (ii) extend all co-operation necessary to the extent required to enable the Power Producer to assign its rights and liabilities to a Financing Party. Any Financing Party shall be an intended third-party beneficiary of this Section 8.3(m).

## **9. Representations & Warranties**

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

- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
- (e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of it's business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

## **10. Taxes and Governmental Fees**

### **Purchaser obligations**

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

### **Power Producer Obligations**

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

## **11. Force Majeure**

### **Definition**

—**Force Majeure Event**|| means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence

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

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

**Termination as a Consequence of Force Majeure Event**

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

**12. Default**

**Power Producer Defaults and Power Purchaser Remedies**

- (a) **Power Producer Defaults:** The following events shall be defaults with respect to the Power Producer (each, a —**Power Producer Default**)).
- (i) An Insolvency Event shall have occurred with respect to the Power Producer;
  - (ii) Failure to achieve Commissioning of the System within the period as per RFS document; and
  - (iii) The Power Producer breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure

period is needed.

(b) **Purchaser's Remedies:**

- (i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement (~~—Purchaser Preliminary Default Notice~~), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- (ii) Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article , the Finance Parties shall have the right to seek substitution of the Power Producer by a Selectee for the residual period of this Agreement for the purpose of performing the obligations of the Power Producer.
- (iii) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances: If the Power Producer Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.
- (iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to- make payment within sixty (60) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the **Estimated Annual Production** for a period of two years following the termination, considered on normative capacity utilization factor.
- (v) if the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.
- (vi) The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

**Purchaser Defaults and Power Producer's Remedies**

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

- (i) An Insolvency Event shall have occurred with respect to Purchaser;
  - (ii) Purchaser breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after the Power Producer's notice of such breach and Purchaser fails to so Cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
  - (iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices (or of the available undisputed invoices, as the case may be) to the Power Producer under Section 7.7 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount.
- (b) Power Producer's Remedies: If a Purchaser Default described in Section 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination, the Power Producer shall be entitled to receive from Purchaser the Purchase Price and any other unpaid dues that have accrued under this Agreement. The Purchase Price payable shall be the Purchase Price specified in Schedule III that falls on such date. Upon the payment of the Purchase Price and such unpaid dues, (a) the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

**13. Limitations of Liability**

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

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

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

**14. Assignment & Novation**

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

- (i) assign its rights, entitlements, interests and benefits and transfer its obligations under this Agreement by way of security in favour of the Financing Parties, and / or create a right of step-in/ substitution in favour of the Financing Parties.
- (ii) at any time after the Commercial Operation Date and with prior consent of the Financing Parties, novate the Agreement to a third party, and transfer any or all of its rights and obligations under this Agreement to such third party (**—New Party**)), so long as such novation ensures that the obligations of the Power Producer under this agreement shall be duly discharged by the New Party. Upon such novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer’s rights and/or obligations under this Agreement to the New Party.

The Purchaser may, with the prior written consent of the Power Producer and the Financing Parties (which consent shall not be unreasonably withheld), assign its rights under this Agreement.

**Notices**

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

Power Producer’s address and contact details:

\_\_\_\_\_

Purchasers address and contact details:

\_\_\_\_\_

**Notice**

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

**15. Confidentiality**

**Confidentiality obligation**

- (a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the design, operation and maintenance of the System (**—Confidential Information**)) to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential



Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively —**Representatives**)), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses

Confidential Information. All Confidential Information shall remain the

property of the Power Producer and shall be returned to. It after Purchaser's need for it has expired or upon the request of the Power Producer.

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

#### **Permitted Disclosures**

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

- (a) Becomes publicity available other than through the receiving Party.
- (b) Is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required 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

### **Power Producer's Indemnity**

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

### **Purchaser's Indemnity**

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the —**Power Producer indemnified Parties**||) from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or 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 Party.

## 17. Miscellaneous

### **Amendments**

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

### **Goodwill and Publicity**

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate arid 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.

**Industry Standards**

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

**Cumulative Remedies**

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

**No Waiver**

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

**Survival**

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

**Governing Law & Jurisdiction**

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

(c) **Arbitration Procedure:**

**Settlement of Dispute:**

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

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to

arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause, shall be finally settled by arbitration.

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

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

**In All Other Cases**

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

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

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

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

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

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

The arbitrator(s) shall give reasoned award.

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

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

**Severability**

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

**Successors and Assigns**

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

**Counterparts**

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

**Independent Service Provider**

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

**Non-Exclusive Agreement**

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

**Entire Agreement**

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

**Insurance**

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

Annual accounts reconciliation shall be conducted annually between the Power

Producer and Purchaser.

**Intellectual Property**

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

**Entire Agreement**

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

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

FOR & ON BEHALF OF		FOR & ON BEHALF OF	
THE ROOF OWNER / CONSUMER		POWER PRODUCER	
Signature:		Signature:	
Name:		Name:	
Designation:		Designation:	

WITNESSES		WITNESSES	
1)	Signature:	1)	Signature:
	Name:		Name:
	Designation:		Designation:

2)	Signature:	2)	Signature
	Name:		Name
	Designation:		Designation

**SCHEDULE-I**

Description of the Premises:

Premises Overview	
Segment	
Type of Roof	
Hours of Operation	
Security	
	<b>Capacity and Area Requirement</b>
Capacity	_____ kWp
Module Area	_____ sqm (PV System)
Number of Building	_____
Roofs	
Capacity	_____
Distribution	

**SCHEDULE II**

**TARIFF**

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

Purchase shall pay power producer for solar power at the rate equal to INR \_\_\_\_/kWh which is the levelized tariff as per <NAME OF ORGANISATION> allocation. Year wise tariff is as follows;

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

The tariff details are provided in detail under clause 7 of this agreement.



**SCHEDULE III**

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

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

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

<b>Year of Term ( End of Year)</b>	<b>Calendar Year</b>	<b>Purchase Price in Crores ( Rs)</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

**SCHEDULE IV**

	Project :	_____kWp Solar On-Grid Power Project _		
	Location :			
			Design Criteria	
	Expected Yearly Energy Generation Sheet			
End of	Yearly Degradation	Global incident in	Energy injected	
Year	=MWh' (Modules &	coll. Plane (GlobInc)	into grid (E_Grid)	
	System)	=kWh/Sq.mtr' Yearly	=MWh' Yearly =A'	

Client :	Degradation consider in PV system generation data		
1.	1.0%		
2.	1.0%		
3.	1.0%		
4.	1.0%		
5.	1.0%		
6.	1.0%		
7.	1.0%		
8.	1.0%		
9.	1.0%		
10.	1.0%		
11.	1.0%		
12.	1.0%		
13.	1.0%		
14.	1.0%		
15.	1.0%		
16.	1.0%		
17.	1.0%		
18.	1.0%		
19.	1.0%		
20.	1.0%		
21.	1.0%		
22.	1.0%		
23.	1.0%		
24.	1.0%		
25.	1.0%		

**SCHEDULE V**

**Government approvals**

1. To be obtained by the power producer

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

2. To be obtained by Power Purchaser

Any authorizations required of installation of system at the premises, permissions and coordination with DISCOM or any related organization for NET METERING. Purchaser shall meet the cost for enhancement of CMD if any as per requirement.

<b>Purchase Price for ..... kWp system @ Rs. ____/- Watt.</b>	
<b>Year</b>	<b>Salvage Value (Rs.)</b>
1st year	
2nd year	
3rd year	
4th year	
5th year	
6th year	
7th year	
8th year	
9th year	
10th year	
11th year	
12th year	
13th year	
14th year	
15th year	
16th year	
17th year	
18th year	
19th year	

20th year	
21th year	
22 <sup>nd</sup> year	
23rd year	
24th year	
25 <sup>th</sup> year	

## SCHEDULE VI

### SELECTEE

#### 1. Substitution of the Power Producer

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

#### 3. Substitution Notice

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

#### 4. Interim Operation of Project

- (a) On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate this Agreement, except under and in accordance with the terms of this Schedule VI of this Agreement.
- (b) On issue of a Substitution Notice, the Financing Party shall have the right to request the Purchaser to enter upon and takeover the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, and the Power Producer shall completely cooperate in any such takeover of the Project by the Purchaser.
- (d) If the Purchaser refuses to take over the Project on request by the Financing Party in accordance with clause 3(b) above, the Power Producer shall have the duty and obligation to continue to operate the Project in accordance with this Agreement till such time as the Selectee is finally substituted.
- (e) The Financing Party and the Purchaser shall, simultaneously have the right to commence the process of substitution of the Power Producer by the Selectee in accordance with these terms, and the Power Producer hereby irrevocably consents to the same.

#### 5. Process of Substitution of Power Producer

- (a) The Financing Party may, on delivery of a Substitution Notice notify the Purchaser and the Power Producer about the Financing Party's decision to invite and negotiate, at the cost of the Financing Party, offers from third parties to act as Selectee, either

through private negotiations or public auction and / or a tender process, for the residual period of this Agreement. Subject to and upon approval of

the Purchaser, such Selectee shall be entitled to receive all the rights of the Power Producer and shall undertake all the obligations of the Power Producer under this Agreement and any other Project documents executed between the Power Producer and the Purchaser, in accordance with these terms of substitution.

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