

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity /no. of projects being auctioned, auction rules etc.

REMC Ltd. reserves the right to cancel / reschedule / extend the Reverse Auction process / tender at any time, before ordering, without assigning any reason.

REMC Ltd. shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of REMC Ltd. shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

ANNEXURE-K: INTEGRITY PACT

INTEGRITY PACT

Between

REMC Ltd., acting for and on behalf of and as an agent /power of Attorney Holder of (Nodal Railway) hereinafter called the “Employer” for Tendering stage

AND

M/s_____ hereinafter referred to as "The Bidder / Contractor" shall sign the integrity pact with Successful Developer at the time of issuing of LOA. The relevant provisions pertaining with tendering process in this pact shall be applicable. This pact begins when both parties have legally signed it. It expires for the SPD when his Bid Security Deposit/EMD is released after issuing of LOA and for all other Tenderers six months after the LOA has been awarded.

Preamble

The Employer intends to award, under laid down organizational procedures, contract/s for “Setting up of upto.....MW Solar PV Power plant at in Railway Land under Tariff Based Competitive Bidding” The Employer values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or contractor/s.

In order to achieve these goals, the Employer will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Employer

(1) The Employer commits himself to take all measures necessary to prevent corruption and to observe the following principles:- 1. No employee of the Employer, personally or through family members, will in connection with the tender or for the execution of the

contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

2. The Employer will, during the tender process, treat all Bidders with equity and reason. The Employer will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Employer will exclude from the process all known prejudiced persons.

(2) If the Employer obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Employer will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution. 1. The Bidder will not directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder will not commit any offence under the relevant IPC/PC Act; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Employer as part of the business

relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

5. Foreign bidders shall disclose the name and address of agents and representatives in India.

6. Indian Bidders shall disclose their foreign principals or associates.

(2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as Annexure "K-1" below.

Section 4- Compensation for Damage

(1) If the Employer has disqualified in terms of the provisions in Section 3, the Bidder/Contractor from the tender process prior to the award of contract, the Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Employer has terminated the contract during execution in terms of the provisions under Section 3, the Employer shall be entitled to demand and recover from the Contractor the damages equivalent to Earnest Money Deposit, Security Deposits already recovered and Performance Guarantee, which shall be absolutely at the disposal of the Employer.

Section -5 Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

Section -6 Equal treatment of all Bidders/Contractors/Sub-Contractors

(1) The Bidder undertakes to demand from all partners/sub-contractors (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Employer before signing the contract.

(2) The Bidder confirms that any violation by any of his partners/sub-contractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Contractor himself, leading to possible Termination of Contract in terms of Section-4

(3) The Employer will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidders/Contractors/Sub-Contractors

If the Employer obtains knowledge of conduct of a Bidder, Contractor or Partners / Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor, which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to its Chief Vigilance Officer.

Section - 8 Independent External Monitor / Monitors

(1) The Employer shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the (Designated officer of REMC Ltd./Nodal Railway).

(3) The Bidder/Contractor accepts that the Monitor has the right of access without restriction to all Project documentation of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners / Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Partners/Sub-Contractor with confidentiality.

(4) The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Employer or the Bidder/ Contractor, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.

(6) As far as possible, the Monitor will submit a written report to the (Designated officer of REMC Ltd.) within 10 days from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.

(7) If the Monitor has reported to the (Designated officer of REMC Ltd./Nodal Railway). of a substantiated suspicion of an offence under relevant IPC/PC Act, and the (Designated officer of REMC Ltd./Nodal Railway). has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) Issues like warranty / guarantee etc. shall be outside the purview of IEMs.

(9) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor when his Security Deposit is released on completion of the Maintenance Period and for all other Tenderers six months after the Contract has been awarded. If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above unless it is discharged/determined by (Designated officer of REMC Ltd./Nodal Railway).

Section 10 Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being in charge and who holds the Power of Attorney signed by legally authorized signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 4

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.

(6) In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

Designated officer of Nodal Railway Agent / Power of Attorney Holder

(For & on behalf of the Employer) (For the Bidder/Contractor)

(Office Seal) (Office Seal)

Place:

Date:

Witness 1:

(Name & Address) -----

Witness 2

(Name & Address) -----

ANNEXURE-K-1 GUIDELINES ON BANNING OF BUSINESS DEALINGS

1. Introduction

1.1 REMC Ltd., being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. REMC Ltd has also to safeguard its commercial interests. It is not in the interest of REMC Ltd to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on REMC Ltd to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The procedure of (i) Suspension and (ii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.2 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor/inadequate performance or for any other reason.

2.3 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Bidder/Contractor/Supplier' in the context of these guidelines is indicated as 'Agency'.

ii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a) The Director shall be the 'Competent Authority' for the purpose of these guidelines. Chairman, REMC Ltd shall be the 'Appellate Authority' in respect of such cases.
- b) Chairman, REMC Ltd shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iii) 'Investigating Department' shall mean any Department, Division or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

iv) 'Banning Committee' shall mean a Committee constituted for the purpose of these guidelines by the competent authority. The members of this Committee shall not, at any stage, be connected with the tendering process under reference.

4. Initiation of Banning/Suspension

Action for banning/suspension business dealings with any Agency should be initiated by the department/unit having business dealings with them after noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with REMC Ltd is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department/Unit, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. The order of such suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department/Unit may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director/Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or REMC Ltd, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

6.4 If the Agency employs a public servant dismissed/removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.5 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.6 In case any information/document which may result in the tenderer's disqualification is concealed by the Tenderer or any statement/information/document furnished by the Tenderer or issued by a Bank/Agency/third party and submitted by the tenderer, is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party.

6.7 If the Agency uses intimidation/threatening or brings undue outside pressure on the Company (REMC Ltd) or its official in acceptance/performances of the job under the contract;

6.8 If the Agency indulges in repeated and/or deliberate use of delay tactics in complying with contractual stipulations;

6.9 Based on the findings of the investigation report of CBI/Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (REMC Ltd) or even otherwise;

6.10 Established litigant nature of the Agency to derive undue benefit;

6.11 Continued poor performance of the Agency in several contracts; (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency shall apply throughout the Company.

7.2 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 8.1 and an enquiry held accordingly.

8. Show-cause Notice

8.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 30 days a written statement in its defence. If no reply is received, the decision may be taken ex-parte.

8.2 If the Agency requests for inspection of any relevant document in possession of REMC Ltd, necessary facility for inspection of documents may be provided.

8.3 On receipt of the reply of the Agency, or in case no reply is received within the prescribed time, the Competent Authority shall refer the case along with relevant details to the Banning Committee, which shall examine the reply of the Agency and other facts and circumstances of the case and submit its final recommendation to the Competent Authority for banning or otherwise. In case the action contemplated against the Agency includes forfeiture of EMD also besides Banning of Business Dealings, the Banning Committee will also examine whether Clause 9.4 of Tender and Contract Document is attracted and recommend forfeiture or otherwise of EMD considering all facts and circumstances of the case. A final decision on forfeiture or otherwise of the EMD and for Company-wide banning or otherwise shall be taken by the Competent Authority. The

Competent Authority may consider and pass an appropriate speaking order: a) For completely exonerating the Agency; or b) For forfeiture of EMD but for not banning of business dealings with the Agency; or c) For forfeiture of EMD and banning the business dealing with the Agency.

8.4 The decision should be communicated to the Agency concerned along with a reasoned order. If it decided to ban business dealings, the period for which the ban would be operative may be mentioned.

9. Appeal against the Decision of the Competent Authority

9.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

9.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

10. Review of the Decision by the Competent Authority Any petition/application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts/circumstances or subsequent development necessitating such review.

11. Circulation of the names of Agencies with whom Business Dealings have been banned.

11.1 Depending upon the gravity of misconduct established, the Competent Authority of REMC Ltd may circulate the names of Agency with whom business dealings have been banned, to the Ministry of Railways and PSUs of Railways, for such action as they deem appropriate.

11.2 If Ministry of Railways or a Public Sector Undertaking of Railways request for more information about the Agency with whom business dealings have been banned a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority/Appellate Authority may be supplied.

12. Restoration

12.1 The validity of the banning order shall be for a specific time & on expiry of the same, the banning order shall be considered as "withdrawn".

12.2 In case any agency applies for restoration of business prior to the expiry of the ban order, depending upon merits of each case, the Competent Authority which had passed the original banning orders may consider revocation of order of suspension of business/lifting the ban on business dealings at an appropriate time. Copies of the restoration orders shall be sent to all those offices where copies of Ban Orders had been sent.

ANNEXURE-L: DRAFT AUTHORIZATION LETTER

No: Dt: _____

To, M/s (Name & address of the successful bidder)

(Authorization Letter (Through REMC Ltd.)

Sub: Authorization through REMC Ltd. for setting up of ____ MW solar PV power plant near _____ in _____ (Zonal Railway)

Ref: (i) Power Purchase Agreement (PPA) signed between _____ Railway (ZR) & M/s _____ (Selected SPD) on _____. (ii) Land Licensee Agreement (LLA) Signed Between ZR & REMC Ltd. on _____.

Pursuant to the Power Purchase Agreement (PPA) signed between M/s (Selected SPD) and Zonal Railway (ZR) on Dt. _____ & Land Licensee Agreement (LLA) signed between ZR & REMC Ltd. on _____, REMC Ltd. hereby authorizes M/s _____ the selected SPD with whom PPA has been signed by the Zonal Railway (ZR) to construct foundations and erect the Solar Power Plant on full or part of the land as given below at item no. (1). The building or installation for the Solar Power Plant shall be constructed in full in accordance with the specifications and plans approved and sanctioned by Administration (ZR) and in accordance with the statutory rules and regulations of local administration.

The authorization letter is valid for a period of 27 years (2 years (as per PPA) for project development & execution time and PPA period of 25 years).

The authorization letter shall be co-terminus with the PPA signed between your firm & ZR for this project. In case of default of the said PPA, this letter shall stand terminated.

Under this Authorization letter your firm shall be obligated with the following responsibilities:

1. Your firm shall have the Right to use the land parcels pieces as per details provided in Annexure.

2. The said land having total area _____Sq.m. shall be used by your firm with whom PPA has been signed by ZR for the purpose of construction of foundations and erection of solar power plant for setting up of ____ MW land based solar PV power plant at _____ in _____ District of _____ (state) & for no other purposes whatsoever and subject to the conditions hereinafter contained.
3. The plots which have been earmarked are tentative in nature and minor variations/additional sites/alternative sites may be provided during the course of execution of the contract as per requirement and/or site conditions shall be governed by PPA.
4. Right of way/Right of Access to your firm shall be governed by Article 10 of the PPA signed between ZR & your firm.
5. In the event of any breach of any of the terms or conditions contained herein, the authorization shall absolutely cease and determine.
6. Your firm shall not transfer, assign, let, underlets, sublet, license, mortgage, charge encumber or part with the possession of the solar project land or any part thereof or any interest therein. Any notice to be served on you shall be deemed to be sufficiently served if delivered at or sent by registered post at their registered office or last known place of business.
7. Your firm shall operate the Solar Plant as per the prudent utility practices throughout the PPA Agreement period.
8. Your firm will provide suitable protection & security of solar plant.
9. Your firm shall be liable for environment protection measures within the Solar Project Land in accordance with Applicable Laws and shall not do anything adversely affecting the environment.
10. In respect of power supply required during construction period, your firm has to apply to local power distribution authorities at its own cost and your firm shall also be responsible for all including timely payments etc. However, ZR will extend necessary support in obtaining the power supply connection.
11. In the event that your firm requires digging any well or tubing well or otherwise taking water from any water source, in the Solar Project Land, it shall only do so in accordance with Applicable laws and after prior approval from Railways (ZR).
12. While using the solar projects land, if your firm causes any harm or injury to any person/animal, it shall be liable to pay compensation or damages and also liable for any criminal liability for such acts.

13. In the event that your firm requires cutting any trees on the Solar Project Land, it shall do so only in accordance with Applicable Laws.
14. Your firm shall relocate the existing trees to the nearby Railway area and maintain it at his own cost.
15. Your firm shall ensure proper safety measures during the implementation of the Solar Project, including any geological study, construction and testing on the Solar Project Land and shall meet minimum safety standards prescribed under Applicable Laws for the safety of all personnel engaged in the design, construction, operation, maintenance and repair of the solar plant. ZR shall have the right to institute an appropriate mechanism to ensure compliance by your firm in this regard.
16. Your firm shall ensure safe conditions for the operation of Solar Power System and in the event of unsafe conditions, damage, breakdowns and accidents; it shall follow the relevant operating procedures and undertake removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement. Applicable Laws, Applicable Permits and Good Industry Practice.
17. Alternative facilities in case any existing facilities including, but not limited to, roads, bridges, buildings and communication system(s), are affected because of the implementation of the Solar Project, your firm shall be responsible and bear the cost of taking remedial measures. Your firm shall not interfere with any of the existing facilities till an alternate facility is created as approved by the concerned Governmental Instrumentality.
18. Maintaining Ecological Balance: your firm shall be responsible for maintaining the ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of the Solar Projects Land. Your firm shall take all reasonable measures to prevent any unnecessary destruction, scarring or defacement of the natural surroundings in the vicinity of the Solar Project Land.
19. Archaeological findings, treasures etc.: All Fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on or in the solar project land shall be deemed to be the absolute property of ZR. Your firm shall take reasonable precautions to prevent its workmen or any other person's form damaging any such article or thing. Your firm shall arrange to hand over the same to ZR free of cost, provided that, in case any precious or semi-precious material is located, your firm shall inform ZR immediately and abide by the

directives of ZR which shall be communicated within a period of 15 (fifteen) Days from the date of receipt of such intimation from you.

20. Your firm, while providing employment for construction activities, shall endeavor to give preference to locals as per their availability and suitability and shall also give preference to locally manufactured materials/components for construction activities, subject to availability and suitability of the same.
21. Your firm shall use the land in most efficient manner. Your firm shall maintain the Solar Project Land in a clean and sanitary condition to the satisfaction of the ZR and shall also maintain the structures, if any, erected thereon as aforesaid, in good, and substantial repair to the satisfaction of the Administration.
22. Your firm shall not use the said land or any part thereof or permit the same to be used for worship or religious or educational purpose or for any other purpose not specified in the PPA_____ signed with ZR.
23. Your firm shall allow the General Manager or other officers of the _____ Railway/ REMC Ltd. authorized on his behalf, free access at all times to the said land, to all building, works and conveniences of your firm thereon whether complete or in course of construction and your firm shall whenever so requested by the said General Manager or aforementioned officer, forthwith pull down, re-build, replace or repair any part or parts of such Solar Power Plant, tanks, buildings, works or conveniences which the General Manager or the Authorized Officer may consider to be not as per approved drawing. All such alterations, repairs and the like must not in any way infringe the requirement of statutory rules.
24. Nothing herein contained shall be construed to prejudice or affect the rights and powers of ZR in and over and in relation to the said land and the use and enjoyment thereof and the exercise your firm of the liberties granted shall in all respects be subject to the control of ZR which shall have full and absolute power from time to time to direct in what manner such liberties shall be exercised and enjoyed by your firm, and as ZR shall from time to time direct not to do or suffer or cause to be done or suffered in relation to the exercise of the said liberties and lease anything that may be nuisance to the neighborhood, or dangerous to the adjoining premises or to the servants or agents of ZR or to any other person. All instructions given by ZR under this clause will be carried out by your firm.

25. Your firm shall follow all rules and regulations of Municipal Law and all other Laws, rules or regulation applicable to the constructions and storage, maintenance or for public safety.
26. ZR may upon the determination of this Authorization letter, enter upon and retake and absolutely retain possession of the said land. Your firm shall at all times keep the Railway Administration (ZR) indemnified against and shall reimburse to ZR all claims, demands, suits, losses, damages, costs, charges and expenses whatsoever which ZR may sustain or incur by reasons or in consequence of any injury to any person or to any property resulting directly or indirectly for any reason whatsoever upon the said land or by reason or in consequence of the exercise by your firm or his servant or agent of any of the liberties hereby granted or the nonobservance or non-compliance on the part of your firm, his servant and agent with any rule, regulation or bye law referred to herein. Further, your firm shall not be entitled to any claim from ZR in respect of any damage which might sustain on account of fire or other causes howsoever arising.
27. Your firm shall on completion of the Power Purchase Agreement period, deliver peaceful and vacant possession of the premises to the ZR.
28. In the event that your firm does not fulfil the above conditions, the following penalties shall be applicable on it:
- (i) Termination of Power Purchase Agreement as per PPA terms. (ii) Encashment of PBG as per PPA terms. (iii) Action as per rules for encroachment of Railways land. (iv) Commercial charges (if applicable).
29. Your firm shall undertake to establish, construct and operate the Solar Power project in accordance with applicable law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
30. Your firm shall permit conducting of an audit if deemed required to confirm whether your firm has been in due compliance of all the applicable law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices. Your firm shall also ensure that answer to any query raised in this audit and/or any document/information required by the auditor is provided within reasonable time.
31. Your firm shall establish and maintain its own fire-fighting and safety equipment to avoid/minimize the loss/damage of property/equipment in case of fire. ZR/ REMC Ltd. shall not be responsible for any loss/damage of property/equipment of your firm due to fire accidents.