S. No.	Equipment/Material	Quantity (for each type and rating)
	Complete Circuit Breaker (1 phase unit) of each type& rating complete with interrupter, main circuit, enclosure and Marshalling Box with operating mechanism, Trip Coil Assembly (3 Nos. of each type), Auxiliary Switch Assembly, Closing Coil Assembly, Relays, Power Contactors, push buttons, timers & MCBs etc. of each type and rating	01 set
15.	**Isolators**	
	Complete set of 3 nos. of single phase / one 3-phase isolator of each type, dimension, current & voltage rating, including main circuit, enclosure, driving mechanism and support Insulator etc.	1 set
	3 Nos. of single phase/ one no of 3-phase Maintenance Earthing switch of each type, dimension, current & voltage including main circuit, enclosure, driving mechanism and support Insulator etc. to enable replacement of any type/rating of Earth Switch by spare	1 set
	Copper contact fingers for isolator male & female contact along with corona shield– for one complete (3phase) isolator of each type and rating	1 set
	Copper contact fingers for Maintenance Earthing switch, male & female contacts along with corona shield for one complete (3 phase) earthing switch of each type and rating	2 Nos.
	Open / Close contactor assembly, timers, key interlock, interlocking coils, relays, push	1 Set

S. No.	Equipment/Material	Quantity (for each type and rating)
	buttons, indicating lamps Power contactors, resistors, fuses, MCBs & drive control cards etc. for one complete MOM box dis-connector and (3 phase) earthing switch of each type and rating. (i) For isolator (ii) For Maintenance Earth switch	
	Limit switch and Aux. Switches for complete 3 phase equipment a. For isolator b. For Maintenance Earth switch	1 No.
16.	**132 kV Surge Arrestor (SA)**	
	Gas insulated SA for 132 kV and enclosure & surge monitor/ counter of each rating and type	1 No.
17.	**Voltage Transformer (VT)**	
	Complete VT of each type and rating with enclosure to enable replacement of any type/rating of VT.	1 No.
18.	**CURRENT TRANSFORMER**	
	Complete CT of each type and rating with enclosure	1 No.
19.	**33 kV line/ Pole accessories/Templates:**	
	Line supports - PCC Pole, 33 kV MS Angle, Back Clamp, Top Clamps, earthing Coil, 33 kV Pin Insulators,	2 Nos.
1.	Conductor	.2 Km.
2.	Jointing Sleeves , stay set complete with turn buckles, stay wire, stay insulators, anti Climbing Devices, Danger Boards	4 Nos.

S. No.	Equipment/Material	Quantity (for each type and rating)
20.	**33 kV Switchyard Equipment**	
3.	33 kV VCB, outdoor with complete structure and accessories	1 No
4.	33 kV CT and PT	3 Nos.
5.	33 kV control & relay panel with numerical static relay for feeder protection	3 Nos.
6.	33 kV isolator , LA	3 Nos.
7.	Trivector meter class of accuracy 0.5s	1 Each
1.	Copper Control Cable , each size	.2 KM
2.	Marshaling box with connectors	1 No
3.	MCCB	2 nos.
4.	MCB	2 nos.
5.	Fuse	10% of total supply
6.	Indicating lamp	10% of total supply
7.	Rotary switch	10% of total supply
21.	**STRUCTURES AND BUS-BAR ARRANGEMENTS**	
8.	33 KV Pin Type and Disc Type Insulators	6 Nos.

Spares, if used, during the O&M period shall be replenished by the Contractor. All the mandatory spares shall be handed over to the Employer in working condition at the end of O&M period.

Annexure – F

Procedure for Plant Testing, Commissioning and Documentation

TABLE OF CONTENTS

1 INTRODUCTION

This document lays down the procedures, requirements and templates for conducting commissioning tests and inspection of the Plant Facilities after installation and for subsequent re-inspection, maintenance or modifications in accordance with the Tender Specifications, IEC 62446 standard (Part 1: Grid connected systems – Documentation, commissioning tests and inspection)- and industry best practices.

2 CODES AND STANDARDS

The Testing and Commissioning Procedures shall, in general, comply with the following standards:

1. IEC 62446 standard (Part 1: Grid connected systems – Documentation, commissioning tests and inspection).
2. IEC 60364-6:2016 - Low voltage electrical installations - Part 6: Verification.
3. IEC 61829:2015: Photovoltaic (PV) array - On-site measurement of current-voltage characteristics.
4. IEC 60904-4:2019 Photovoltaic devices - Part 4: Reference solar devices - Procedures for establishing calibration traceability
5. IEC TS 60904-1-2:2019 - Photovoltaic devices - Part 1-2: Measurement of current-voltage characteristics of bifacial photovoltaic (PV) devices
6. IEC 62305-3– Protection against lightning - Part 3: Physical damage to structures and life hazard
7. IS/IEC 61557 : Part 2 : 2007 - Electrical safety in low voltage distribution systems up to 1000 V ac and 1500 V dc - Equipment for testing, measuring or monitoring of protective measures: Part 2 insulation resistance

3 COMMISSIONING

3.1 GENERAL

3.1.1 Objective

The Commissioning Procedure defined in this document aims to:

- Verify that the power plant is structurally and electrically safe
- Verify that the power plant is structurally and electrically robust to operate for the specified lifetime of a project

- Verify that the power plant operates as designed and its performance is as expected

3.1.2 General Requirements before Starting the Commissioning Process

- The modules shall be stabilized (sufficiently exposed after 200 kWh/m² reaching the PV plane)
- The tests shall be conducted under stable weather conditions
- The process shall be witnessed by the Owner or their duly appointed representative.
- Soiling losses shall not be accounted for in the assessment of Results. Therefore, adequate Module cleaning exercise shall be undertaken prior to commencement of Commissioning process.

- The following equipment shall be used during the commissioning process (Refer Section VII B:Technical Specifications for testing instruments):
  - Earth resistance tester
  - IV curve tracer
  - Insulation tester
  - Digital multimeter
  - Clamp meter
  - Infrared camera
  - Digital lux meter
  - Electroluminescence camera, power supply and accessories
- All testing equipment shall possess valid calibration certificate issued from approved laboratories.

4 Cold Commissioning

4.1 DC COMMISSIONING

4.1.1 Visual Inspection

The visual inspection shall be conducted on 5% of the system split in subareas equally distributed in the field. Unless otherwise specified, Approved Cat I Drawings shall be referred for correctness/verification. At least following aspects shall be verified visually on the DC side:

- Sizing of the DC fuses for running conditions, for the maximum voltage and the maximum current.

- Sizing of the string cables including overcurrent protection considering the current carrying capacity under operating conditions
- Cables protected against mechanical damage
- Functionality of the main DC switch
- Fixation of the modules to the mounting structure
- Termination of the cables to the inverter
- Where the PV system includes functional earthing of one of the DC conductors, the functional earth connection shall be specified and installed to the requirements of IEC 62548.
- Laying and installation of cables
- Fixation of the grounding electrodes
- Grounding of all conductive parts and connected to the equipotential bonding system of the PV plant
- The torque values in the mounting structure, combiner boxes, bars and joints shall match the manufacturer specifications
- Where protective earthing and/or equipotential bonding conductors are installed, they shall be parallel to and bundled with the DC cables
- Electrical circuits and devices shall be labelled.
- The PV modules shall be in a good condition (no visible serial defects such as yellowing, delamination, scratches, etc.).
- Functioning of fire protection equipment.

Acceptance criteria

Each deviation from industrial best practices, norms, standards and good workmanship shall be documented in a punch list. All items shall be categorized as "critical", "important" or "minor".

4.1.2 Pre-Energizing Tests

4.1.2.1 Measuring instruments and monitoring equipment and methods shall be chosen in accordance with the relevant parts of IEC 61557 and IEC 61010. The following tests shall be carried out on the DC circuit forming the PV array in accordance with a Sampling Plan:

- Electrical Continuity test: This test shall be performed on the earthing and/or

equipotential bonding conductors, in the PV array field. Connection of such conductors to earthing pit shall also be verified .

- Polarity test: Polarity of DC cables shall be verified. After verifying the correctness of polarity, marking on cable shall be checked for correctness

  Note: Polarity test shall be performed before closing the switches or string overcurrent protective devices are inserted

- Combiner box test: The purpose of this test is to ensure all strings are connected correctly to the combiner box. The test procedure is as follows and shall be performed before any string fuses / connectors are inserted for the first time:

i) Select a volt meter with voltage range at least twice the maximum system voltage.
ii) Insert all negative fuses / connectors so strings share a common negative bus.
iii) Do not insert any positive fuses / connectors.
iv) Measure the open circuit voltage of the first string, positive to negative, and ensure it is an expected value.
v) Leave one lead on the positive pole of the first string tested, and put the other lead on the positive pole of the next string. Because the two strings share a common negative reference, the voltage measured should be near-zero, with an acceptable tolerance range of ±15 V.
vi) Continue measurements on subsequent strings, using the first positive circuit as the meter common connection.
vii) A reverse polarity condition will be very evident if it exists – the measured voltage will be twice the system voltage.

- String open circuit voltage test, V_{oc} (under stable weather conditions): The purpose of this test is check the modules connection in string as per the design. The V_{oc} of PV string should be measured using suitable measuring device before closing any switch or string overcurrent protective devices, where fitted.

  The measured string V_{oc} will be assessed to ensure it matches the expected value (typically within 5 %) in one of the following ways:

  a) Compare with the expected value derived from the module datasheet or from a detailed PV model that takes into account the type and number of modules and the module cell temperature.

  b) Measure V_{oc} on a single module, then use this value to calculate the expected

value for the string.

c) For systems with multiple identical strings, voltages between strings can be compared.

- String circuit current test, Isc (under stable weather conditions): The purpose of this test to check the correctness of system, operational characteristic and PV array wiring. These tests are not to be taken as a measure of module / array performance. The test procedure will be as follows:

i) Ensure that all switching devices and disconnecting means are open and that all PV strings are isolated from each other.

ii) Create a temporary short circuit into string under test by using any of the following method:

(a) use of a test instrument with a short circuit current measurement function (e.g. a specialized PV tester);

(b) a short circuit cable temporarily connected into a load break switching device already present in the string circuit;

(c) use of a "short circuit switch test box" – a load break rated device that can be temporarily introduced into the circuit to create a switched short circuit.

iii) Measure the short circuit current (Isc) using a suitably rated measuring instrument.

iv) After taking the reading, interrupt the short circuit using a suitable load break switching device and check the zero value of current before changing any other connections.

v) Compare the measure value of Isc with the expected value. For systems with multiple identical strings, measurements of currents in individual strings shall be compared. These values should be the same (typically within 5 % of the average string current).
Note: An I-V curve test can be performed as an alternative to this test (see 4.3).

- Functional tests: The following functional tests shall be performed:

i) Switchgear and other control apparatus shall be tested to ensure correct operation and that they are properly mounted and connected.

ii) All inverters forming part of the PV system shall be tested to ensure correct operation. The test procedure should be as defined by the inverter manufacturer.

Functional tests that require the AC supply to be present (e.g. inverter tests) shall only be performed once the AC side of the system has been tested.

- Insulation resistance of the DC circuits: Test procedure to conduct this test will be as follows:

i) Before commencing the test adopt the following safety measure to avoid any potential shock hazard

(a) Isolate the testing area.

(b) Do not touch any metallic surface, module backsheet or the module terminals when performing the insulation test.

(c) Appropriate personal protective clothing / equipment should be worn for the duration of the test.

ii) Isolate the PV array from the inverter (typically at the array switch disconnector)

iii) Disconnect any piece of equipment that could have impact on the insulation measurement (i.e. overvoltage protection) in the junction or combiner boxes.

iv) The insulation resistance test device shall be connected between earth and the array cable(s) or combiner bus bar. Connections can be made between earth and array negative followed by a test between earth and array positive or between earth and short circuited array positive and negative.

v) Follow the IR test device instructions to ensure the test voltage and readings in megaohms. When the system voltage (Voc at STC X 1.25) is higher than 500V, the test voltage shall be 1,000V and the minimum insulation resistance 1 MΩ.

vi) Ensure the system is de-energized before removing test cables or touching any conductive parts.

4.1.2.2 Sampling Plan:

At least 2 strings from 2 SMUs shall be randomly chosen by the Owner connected to each Inverter.

Acceptance criteria

The DC commissioning will be passed when the aforementioned verifications are successfully passed in 100% of the sample according to the IEC 62446: 2016 – 5 and IEC 62446:2016 – 6.

4.2 AC COMMISSIONING

4.2.1 Visual Inspection

The visual inspection shall be conducted on 5% of the system. In general, the requirements specified in the IEC 60364-6 -6.4.2 apply. At least following aspects shall be verified visually on the AC side:

4.2.1.1 General requirements

- Protective requirements against electric shock
- Protection against fire and heat
- Choice, setting, selectivity and coordination of protective and monitoring devices
- Sizing of cables regarding voltage drop and ampacity as per approved Drawings.
- Sizing of protective and monitoring devices as per approved Drawings
- The circuit breakers are correctly located
- Selection, location and installation of suitable isolating, overvoltage protective devices and switching
- The equipment and protective measures are appropriate for the external influences and mechanical stresses
- The diagrams, warning notices or similar information attached to the wall inside the inverter housing or the control room
- Proper fixation of the cables to the collector bars in the AC combiner box
- Proper labelling of all electrical circuits and devices including the neutral conductor and protective conductor as well as correct connection of single pole devices to the phase conductors
- Adequacy of termination and connection of cables and conductors
- The warning labels and technical documentation physically displayed
- Selection and installation of earthing arrangements, protective conductors and their connections
- The existence and correct use of protective conductors and protective equipotential bonding conductors (PEB)
- Measures against electromagnetic disturbances implemented
- Easy access to the operational devices for maintenance
- Any exposed conductive parts connected to the earthing system

- The RCD type has been selected according to the requirements of the IEC 62548
- The isolation means of the inverter on the AC side are functional and correctly sized
- The fire protection requirements according to the approved design shall be given

4.2.1.2 Requirements for the inverter

- Installation as per manufacturer's instructions and compliance with IEC 62548
- Inverters properly fastened to the ground
- Inverter properly earthed
- Inverter incoming/outgoing cables properly isolated, labelled and connected
- The connections for phase sequence L1, L2, L3 and N in the correct order
- All cable terminations properly done
- Nameplate data. The minimum requirements for the production of a name plate are –
    - name and origin of the manufacturer; –
    - model or type name;
    - serial number;
    - electrical parameters: Vdcmax, Vmppmin, Vmppmax, Idcmax, Pac,r, Vac,r, f r , Iacmax;
    - degree of protection;
    - overvoltage category;
    - safety class.
- The displays - check / readout show plausible results
- The filters are clean and properly maintained
- The cooling outputs of the inverters are free from obstruction
- The DC circuit breaker is functional
- The DC insulation monitoring correctly installed
- The fuses at the DC entrance correctly sized
- The location of the inverter(s) in the field matches the approved design
- Protection against self-loosening of clamps and screws
- The string inverter anchored to the mounting structure
- The mechanical assembly is robust
- The inverters are fixed to non-flammable mechanical elements

Acceptance criteria

Each deviation from industrial best practices, norms, standards and good workmanship shall be documented in a punch list. The punch list shall represent a maximum budget of 1% of the construction price and all items shall be categorized as “critical”, “important” or “minor”.

4.2.2 Pre-Energizing Tests

Measuring instruments and monitoring equipment and methods shall be chosen in accordance with the relevant parts of IEC 61557 and IEC 61010. The following tests shall be carried out on the AC circuit forming the PV array:

- Continuity of conductors. The requirements in IEC 60364-6:2016 – 6.4.3.2 apply
- Insulation resistance of the electrical installation. The requirements in IEC 60364-6:2016 – 6.4.3.3 apply
- Insulation resistance testing to confirm the effectiveness of protection by SELV, PELV or electrical separation. The requirements in IEC 60364-6:2016 – 6.4.3.4 apply
- Insulation resistance/impedance of floors and walls. The requirements in IEC 60364-6:2016 - 6.4.3.5 apply
- Polarity test. The requirements in IEC 60364-6:2016 - 6.4.3.6 apply
- Testing to confirm effectiveness of automatic disconnection of supply. The requirements of the IEC 60364-6:2016 – 6.4.3.7 apply
- Testing to confirm the effectiveness of additional protection. The requirements of the IEC 60364-6:2016 – 6.4.3.8 apply.
- Test of phase sequence. The requirements of the IEC 60364-6:2016 – 6.4.3.9 apply
- Functional tests. The requirements of the IEC 60364-6:2016 – 6.4.3.10 apply
- Voltage drop. The requirements of the IEC 60364-6:2016 – 6.4.3.11 apply

Acceptance criteria

The AC commissioning will be passed when the aforementioned verifications are successfully passed in 100% of the sample according to the IEC 62446: 2016 – 5 and IEC 60364 – 6.

4.2.3 Additional Pre-Energizing Tests

All of the below tests shall be conducted in accordance with the supplier's installation/commissioning manuals.

4.2.3.1 Distribution boards and combiner boxes

Site testing on distribution boards shall include:

- Mechanical functional test of all components including mechanical interlocks
- Electrical functional test of all control and protection wiring against the approved switchgear schematics
- Power frequency overvoltage test (flash test) on the switchgear including circuit-breakers in the test circuit
- Low resistance ductor test on the switchgear including circuit-breakers in the test circuit
- Visual inspection
- Verification of earthing

4.2.3.2 Inverters

Site testing on inverters shall include:

- Full test procedure as defined by the inverter manufacturer
- A full mechanical functional test of all components including mechanical interlocks
- Verification that the inverter operational parameters have been programmed to local regulations
- Electrical functional test of all control and protection wiring against the approved switchgear schematics as per approved MQP/FQP
- Insulation resistance test and earth residual current monitoring test
- Anti-islanding functionality
- High Voltage overvoltage test
- SCADA and metering calibration & functionality test

4.2.3.3 HT Switchgear

Site testing on outdoor circuit-breakers shall include:

- Functional check of all wiring, interlocks, auxiliaries and pressure devices
- Timing test and travel curve
- Visual inspection

4.2.3.4 LV/MV transformers

Transformer commissioning shall include:

- Visual inspection, alignment, earthing and labeling
- Functional check of all wiring against the approved transformer schematics
- Testing and calibration of all transformer protection and monitoring devices
- Insulation resistance test
- Functional test of off-circuit/on Circuit tap changer and check of the continuity of all windings

4.2.3.5 Substation/Power Transformers

- Ratio measurement on all tap changer settings
- Winding resistance measurement on highest, lowest and nominal tap settings
- Insulation resistance between all windings, and each winding to earth
- Insulation resistance core-to-earth
- Oil sample tests: breakdown strength, moisture content, and dissolved-gas content
- Transformer differential protection scheme testing

Acceptance criteria

The test results shall be aligned with the manufacturer specifications stated in the installation manual.

4.3 IV CURVE TESTING

The requirements of the IEC 62446-1:2016 – 7.2 apply. Following normative references shall be considered while performing the IV curve test:

- IEC 61829:2015 Photovoltaic (PV) array - On-site measurement of current-voltage characteristics
- IEC 60891:2009 Photovoltaic devices - Procedures for temperature and irradiance corrections to measured I-V characteristics

2 % of the module strings shall be measured. If $\Delta P_{stringN}$>5%, all the modules within that string shall be I-V characterized. Modules with ΔP_N>5% shall be replaced. If more than 5% of the measured strings of the first sample show ΔP_N>5%, another 2% shall be inspected. If more than 5% of the measured strings in the second sample show ΔP_N>5%, another 5% shall be inspected. If more than 5% of the measured strings in the third sample show ΔP_N>5%, another 10% shall be inspected. If more than 5% of the measured strings in the fourth sample show ΔP_N>5%, another 10% shall be inspected. The reference power value is the flash list value minus the light induced degradation (LID) value in the datasheet/module warranty.

Acceptance criteria

The power determination analysis will be passed when less than 5% of the modules measured in the last sample show ΔP_N<5%.

5 Hot Commissioning

5.1 INFRARED INSPECTION

Following normative references apply:

- PV array infrared camera inspection procedure **(**IEC 62446-1:2016 - 7.3) and IEC 62446-3 TS Ed.1.0 - Photovoltaic (PV) systems - Requirements for testing, documentation and maintenance - Part 3: Outdoor infrared thermography of photovoltaic modules and plants (draft)
- The infrared inspection shall be applied both to the PV modules and the BOS components

The inspection sample will depend on the project size and shall be agreed with the OWNER. The following values serve as an orientation:

- Large scale ground mounted PV plants
    - PV modules: 100%
    - Inverters: 100%
    - Combiner boxes: 100%

Acceptance criteria

The following conditions shall be met simultaneously:

- 0.2% or less of the inspected modules show thermal gradients at the cell level of T > 10 K
- 0.2% or less of the inspected modules show thermal gradients at the junction box level of T > 10 K
- 0.2% or less of the inspected modules show inactive cell strings
- No PID is detected
- All module strings are connected and producing
- All inverters are connected and producing

5.2 INVERTER AVAILABILITY TEST

5.2.1 Calculation of the Operation Time

It shall be calculated on inverter level. The operation time starts as soon as the inverter switches on. Therefore only the logged irradiation values during the operation time of the inverter shall be considered. Irradiation values logged before or after the inverter running time shall be disregarded.

5.2.2 Calculation of the Downtime

The downtime relevant for the availability calculation is any time in which a part or a subpart of the system is not operational. The outage periods shall be considered again on inverter level. Only complete outages shall be taken into consideration. System black-out periods due to following reasons shall not flow into the calculation (i.e. excluded events):

- A failure in the distribution grid or the transformer substation, making it impossible to transmit the generated power
- Solar radiation below the level needed to obtain the minimum operating voltage to start the inverter operation
- Causes of Force Majeure.
- Occurrences of anomalies in the power supply system (frequency differences or voltage surges) that trigger the protective systems of the plant or the limit settings of the inverter

Any forced disconnection shall be documented and recorded.

Acceptance criteria

The system availability shall be at least 99% during the testing period.

5.3 SINGLE AXIS TRACKER AVAILABILITY TEST (IF APPLICABLE)

The tracker availability test shall be carried out in parallel to the inverter availability test and shall have the same duration. During the test, all trackers shall follow the sun according to the angles established in the tracking mechanism. A loss of availability shall be considered when the angle of inclination of one or more trackers deviates by more than 2° from the theoretical angle. The angles of inclination of each tracker shall be recorded with a resolution of 1min via the SCADA system.

Acceptance criteria

The tilt angle of each tracker shall lie within a ±2° range during 99.5% of the operational time.

5.4 SCADA AND WEATHER STATION RELIABILITY

5.4.1 Visual Inspection

- Installation of the communication system architecture diagram according to the specifications
- Functional Tests conducted during FAT for Pre-Dispatch Inspection shall be repeated.
- SCADA shall be linked to all protection relays, disturbance recorders and other substation equipment using the communications protocol
- Visual check on the assembly of all joints and on the as-installed condition of all components, including:
    - The irradiation sensor is not shaded and is installed at the correct tilt angle and under CCTV coverage.
    - Ambient temperature and module temperature sensor are installed properly (Reference IEC 61724)
    - Mechanical anchorage of the sensors is robust
- Complete calibration certificates of all the instruments shall be provided

Acceptance criteria

Each deviation from industrial best practices, norms, standards and good workmanship shall be documented in a punch list. The punch list shall represent a maximum budget of 1% of the construction price and all items shall be categorized as “critical”, “important” or “minor”.

6 Battery Energy Storage System

6.1 VISUAL INSPECTION

Before energizing the BESS, following visual checks shall be made to check the required design compliance:

- Installation of protective cover for live, hot and cold parts, and the adequate distance from the

person;

- Installation of fence, wall, locking system of doors and access panels, and notice boards
- Installation of ventilation system;
- Installation of firefighting system;
- Installation of lightning protections devices.
- Wiring
    - All wiring shall be continuous and without splices.
    - Wiring that may be exposed to mechanical damage are placed in conduit or armoured.
    - Wires have permanent and durable identifying labels or markings on both ends.
    - Control and instrumentation wiring shall be separated from power and high-voltage wiring by use of separate compartments or enclosures or by use of separate wireways and appropriate barrier strips.
    - BESS and PCS control and instrumentation system wiring shall be bundled, laced, and otherwise laid in an orderly manner.
    - Cable systems do not block access to equipment by personnel. There are no exposed current-carrying or voltage-bearing parts.

6.2 CONTINUITY TEST

Continuity of power, control and auxiliary circuit in the system shall be verified through visual inspection, continuity tester and insulation resistance test.

Phase sequence and terminal marking shall also be verified with drawing and design documents.

6.3 EARTHING TEST

Following element to be check according to the design and applicable standards:

- Proper connection of the earthing busbar to the local earthing busbar;
- Individual earthing connection of main equipment to the earthing busbar;
- Connection of earthing cables to structures via proper connectors to prevent corrosion from dissimilar metals.

6.4 INSULATION TEST

For low-voltage EES systems, the insulation resistance test and withstand voltage test shall be performed according to IEC 60364-6.

For EES systems exceeding 1 kV AC or 1,5 kV DC, the withstand voltage test shall be performed according to IEC 61936-1.

6.5 FUNCTIONAL TEST

6.5.1 Start and stop test

Check start and stop operation of BESS system with the startup/shutdown command manually and

automatically.

6.5.2 Alarms Functional Test

Alarms initiation from the BESS in case of following conditions:

- Emergency trip switch.
- Loss of the low-voltage AC or utility grid voltage.
- An AC circuit breaker trip (either side of transformer).
- Door interlock: Initiate shutdown when the door is opened (with appropriate provision for maintenance work). Interlocks shall be self-resetting.
- Smoke/fire alarm.
- Control logic trouble.
- A DC ground fault (simulated).
- Remote disable (no reset required).
- grid system faults (balanced and unbalanced; line-to-ground, line-to-line, and three-phase).
- Abnormal voltage
- Islanding condition.
- Protection or control scheme failures, including the following:
  - Failure of local interconnection protection system
  - Failure of critical breaker trip coil or interrupting device
  - Loss of DC supply

6.5.3 Load tripping test

Check the interlock of BESS with the main

6.5.4 Operating cycle test

Check for any abnormalities such as rise in temperature, noise level and vibration in ESS system during rated input and output power operation.

6.5.5 Storage Settings

Verification of settings/control points and provision for modification of various set points and fixed operation/control settings associated with the various control functions.

Operator Controls:

- Trip/reset for the BESS AC circuit breaker or contactor.
- Trip/reset for DC circuit breaker(s)/contactor(s).
- PCS on/off.
- Reset cut-out selector switch to disable remote or local reset signals.
- A selector switch to manually set the operating state (that is, the shutdown, disconnect, or operate state) and to have the control system set the operating state automatically.
- A selector switch to manually set the operating mode and to have the control system set the operating

mode automatically.

6.5.6 Communication test

Verified that measuring, alarm, fault indication, message and control and monitoring system operations are correct transmitted and received by the SCADA system.

6.6 SYSTEM RATING VERIFICATION

BESS rating including rated power, energy available at rated power, and the performance of the BESS associated with different performance metrics mentioned herein taken at the beginning of life shall be based on a set of ambient operating conditions specified by the BESS Original Equipment Manufacturer (OEM) for the Project site. The Contractor shall also provide an indication of how the performance of the BESS with respect to the metrics is expected to change over time, to account for time and use of the system, and report the same periodically.

An energy capacity test shall be performed at the time of Commissioning, in accordance with procedure mentioned below and is intended to be used to determine the dispatchable energy capacity of the BESS at the time of commencement of Operation. In conducting the energy capacity test, the Contractor shall provide a detailed and documented charging procedure within the specifications of the BESS. The energy capacity tests conducted on the BESS shall be documented to allow for tracking performance degradation.

Available/Dispatchable/Throughput energy shall be tested in accordance with the following procedure under the standard testing conditions specified in IEC 62933-2-1 (Cl. 5.1.3):

Measurement:

System shall be charged to the full available energy level. Subsequently, the BESS (appropriate modular sub-unit thereof) shall be discharged and charged at rated power between the lower and upper SOC* limit (as recommended by the OEM for current application). Power during charge and discharge shall be recorded at regular intervals of time documented by the OEM to provide a statistically valid resolution. The associated energy input (Ei), including all BESS functional, parasitic and auxiliary consumption and energy output (Eo) of the BESS shall be calculated from the recorded power. Discharged energy should be recorded as per the readings in the ABT Meter(s) at the point of interconnection of the BESS with the Solar PV array,

** SOC recorded, shall be as reported by the Battery Management System.*

The above process shall be repeated multiple times, with minimum rest period between charging and discharging, if so recommended, so as to record data for a specified no. of cycles (n). The reference

performance test value for stored energy shall be calculated as the mean of the values of Eo and Ei as measured for discharge and charge respectively.

The procedure shall be repeated (one cycle each) with power levels at 75%, 50%, and 25% of rated power and documented.

Criterion: BESS stored Energy capacity shall be at least total energy dispatchable as specified in the Section V: Technical Specifications at rated Power at the time of commissioning.

2. Round-trip energy efficiency (RtE, η) shall be determined as a function of the charge and discharge power and calculated using the following formula:

$$\eta_p = \frac{\sum Eo}{\sum Ei}$$

where,

∑Ei is the sum of Energy input to the BESS over n cycles

∑Eo is the sum of Energy output from the BESS over n cycles η_p is the Round Trip Efficiency at charge/discharge Power, P (expressed as a percentage of rated power)

Eo and Ei shall be determined as per point 1. above.

Criterion: η_p, as determined through the process described above shall be >80% at the time of commissioning.

Note: The tests are intended to be carried out over a continuous period. The value of n shall be at least 3 for 100% rated Power and 1 for 25%, 50% and 75% of rated power as per procedure laid down in Annexure B.

3. BESS Response time: shall be measured as the sum of the following two entities: 1-> The time elapsed between the instant when a command to change set point from rest to discharge is sent to the BESS (T_0) and the instant when the BESS starts responding to the discharge command signal (T_1), the BESS being in active standby state and 50% SOC at T_0 i.e., T_1- T_0

2-> Time elapsed in seconds between the instant the ESS output transitions from no discharge i.e. 0% (T_1) to discharge and the instant it attains rated power capacity(T_2) (or from no charge (T_1) to charge state and the instant it attains rated charge rate(T_2)) i.e. T_2- T_1

$$\mathbf{RT} = (T_2 - T_1) + (T_1 - T_0) = \mathbf{T_2 - T_0}$$

Where T_0 , T_1 and T_2 are timestamps:

T_0 :	Instant when a command to change set point is received at BESS boundary be identified in advance);
Data Format:	dd/mm/yyyy hh:mm:ss.00
T_1 :	Instant when the BESS starts responding to the Command signal;
Format:	dd/mm/yyyy hh:mm:ss.00
T_2 :	Instant when the BESS attains 100% of full discharge rate when dischargin full charge rate;
Format:	dd/mm/yyyy hh:mm:ss.00

“Annexure G”

“15 Years Plant Operation & Maintenance Agreement of 100 MW (AC) Solar PV Project ”

1 CONTRACTOR'S OBLIGATIONS

1.1. Services

During the Term of the Contract, the Contractor shall perform the services in accordance with the Operation and Maintenance Scope of work as described in Annexure 1 (Scope of Work for Operation and Maintenance) (hereafter the "Services"), and also in accordance with the other conditions as prescribed related to the operational performance under Section - VII of the Bid Document:

1.2. The Contractor shall be deemed to have allowed correct and sufficient O&M Price to cover all its obligations under the Contract and to have allowed the necessary resources to enable it to perform the Services to the standards and in the manner required. The Contractor's failure to acquaint itself with or assess any applicable condition shall neither relieve it from the responsibility for performing its obligations under the Contract nor entitle the Contractor to any additional costs or any other relief.

1.3. To the extent the Contractor reasonably believes that it is necessary to enhance the overall performance or safety of the Plant, the Contractor may propose changes and improvements to the Plant [(including the software included with respect thereto)]. The Contractor shall ensure that no modification of any equipment, change of software settings or any other alteration of equipment shall:

(i) cause a negative impact on the performance of the safety and reliability of the Plant;
(ii) adversely impact the Warranties;
(iii) adversely affect the warranties provided by the Contractors under the Contract;
(iv) conflict with the requirements under the contract; or
(v) bypass any protective equipment.
(vi) Violates any National/International Trade & IPR laws.

1.4. Any proposed modifications/changes shall not be carried out without the approval of the original equipment manufacturer and the Employer and in accordance with Performance Standards, and Technical Specifications. The Employer shall be notified of the proposed modifications along with reasons and technical note for such modifications, changes, alterations, etc., and after the modifications are carried out in accordance with the contract, an alterations activity report is to be shared with the Employer.

1.5 The Contractor shall, while rendering the Services, observe and comply with all the Applicable Laws, Good Solar Industry Practices, Ministry of New & Renewable Energy (MNRE), Ministry of Power (MoP), CEA, CERC, POSOCO, SLDC, Local DISCOM & TRANSCO guidelines and Performance Standards pursuant to the contract. The Employer shall have the right to, to the extent applicable to Services rendered by the Contractor, conduct monthly audit on Applicable Laws, health, safety and environment and all other relevant compliances. The Contractor shall provide all necessary access and supporting documents during audit which are applicable to the same. However, such audits will be planned well in advance in coordination with the Contractor, without affecting the site operation plan.

1.6 The Contractor shall provide and make available as necessary, all such skilled, experienced and qualified labour and other competent personnel as are required to perform the Services the Contractor shall ensure that its Personnel hold and continue to maintain all qualifications and licenses as required under Applicable Law to allow its Personnel to lawfully undertake performance of the Services and carry out the Contractor's other obligations under the contract. For works/services being performed on a continuous basis, the O&M Price shall be deemed to include and the Contractor shall obtain all required Government Approvals and bear any costs related thereto (including any shift or permitted overtime working, allowances, wage orders, night shift differentials, etc.).

1.7 The Contractor shall ensure that all its Personnel deployed for providing the Services have undergone adequate safety training and are appropriately skilled, qualified and experienced in performing the Services for solar farms of a similar size, scope and complexity as the Plant. The Contractor shall be responsible for all matters relating to labour relations, working conditions, training, employee benefits, safety programs and related matters pertaining to its Personnel. The Contractor shall at all times have full supervision and control over its Personnel and shall at all times maintain appropriate order and discipline among its Personnel.

1.8 Contractor shall be solely liable for and, at its sole cost and expense, arrange for the response, reporting, removal, transportation, disposal, investigation, cleanup or other remedial action (in all cases by licensed, insured, competent and professional contractors in a safe manner and in accordance with Applicable Laws) for any hazardous substances/waste existing at, in, on or under the Project.

1.9 The Contractor shall ensure availability of such Consumable Parts, Spare Parts, and Contractor's Equipment as may be necessary for the performance of the Services. The Contractor shall ensure that such Contractor's Equipment does not interfere with the operational or structural integrity of the Plant

1.10 The Contractor shall make available to the Employer the Reference Documents set forth in the Reference Documents and shall also provide the Employer with updates and revisions to the Reference Documents to the extent such updates and revisions are necessary and applicable to the performance of the Services. The Contractor shall provide the Employer with a latest version of update available of all the Reference Documents at the time of termination of the contract.

1.11 The Contractor acknowledges and agrees that other contractors of the Employer may be present at the Plant and it shall cooperate with such other contractors to allow the performance of its and their respective obligations to occur concurrently.

1.12 The Contractor shall through relevant agencies, if applicable, promptly investigate all accidents, damage or destruction, diagnosis, assessment of any potential consequential effects, estimating cost of repair, arranging for any remedial action required, making of any claims under the insurance policies and co-operating with and making reports required by the Employer or insurers.

1.13 The Contractor shall ensure that any Warranties provided under the Project Contracts are not invalidated or adversely affected by any act or omission of the Contractor during the period of such warranties.

1.14 The EMS and SCADA system shall be connected with the Plant and the Contractor shall make arrangements to provide monthly reports from the SCADA system. The Contractor shall arrange to connect the Plant to the SCADA system operating at the Site enabling the remote operation of the Plant by the Contractor and to provide access to information pertaining to the Plant to the Employer's Representative at Site and SLDC. The Employer may collect the data generated by the SCADA system in respect of the Plant from the Contractor.

1.15 Upon the expiry or earlier termination of the contract, the Contractor shall arrange to provide and install an additionally extended terminal from the SCADA system at the Site to enable the Employer to continue to access data relating to the Plant, at no Additional Cost and upon such terms as may be mutually agreed between the Parties at such time of expiry or earlier termination of the contract as the case may be.

1.16 The Contractor shall further provide support for the operation and maintenance of any Employer installed scope including any third-party support as may be required by any relevant Government Authority.

1.17 The Contractor shall notify and communicate to the Employer about any condition which may cause any malfunction or failure in the Project.

2. FUNCTIONAL GUARANTEES/WARRANTIES

2.1. Technical and Functional Performance Guarantee

2.1.1 The Contractor shall be responsible for meeting the performance guarantee of the Plant Facility as described in the contract.

2.1.2 In case of failure to meet the functional guarantees as described in section 2.1.1 above, the Contractor shall be liable to pay applicable Liquidated damages as described in the Bid Document and represented in Annexure-2 of this Annexure G.

2.2. General Repair Warranty

2.2.1. All repairs and replacements performed by the Contractor pursuant to the contract, shall cover a warranty for defects in materials and workmanship for the entire terms of O&M contract.

2.2.2. The Contractor shall disassemble, repair or, replace and reinstall any defective Equipment parts and/or re-perform any defective work covered by this warranty, at no cost or expense to the Employer.

2.2.3. In the event that Contractor replaces Parts that failed during the final year of the Term in accordance with its obligations under the Contract, Contractor hereby warrants to Employer that the replacement Parts installed in the Plant Equipment during such period shall not fail due to a defect for one (1) year following the date of installation of such replacement Parts; provided that in no event shall any such warranty extend beyond earlier of (i) the period that is one (1) year following the expiration of the Term or (ii) the date of any termination of the contract for reasons other than attributable to Contractor. During such period, if the contract is not in effect for any reason other than being terminated by Employer for cause, Contractor's obligation will be limited to supplying all needed Parts on to the Site delivered basis. For the avoidance of doubt, this Clause may survive the termination or expiry (as the case may be) of the contract for a period of one (1) year.

2.2.4. During Defect Liability Period if any repair and replacement are done, then the warrantee of the equipment shall be extended from the data of such repair and replacement to the period of original equipment warrantee w.r.t. that replaced component.

2.2.5 Any latent defect which may not come to knowledge or discovered in the course of normal inspection/operation during two years from the operational acceptance but, may arise within a period of 5(five) years from expiry of warranty period of two years, shall be under warranty by free replacement/rectification.

2.2.6 The acceptance of the equipment by employer shall in no way relieve contractor of his obligations under the contract.

2.3. Guarantee of compliance in relation to Curtailment Plans (acoustic or other curtailment plans)

The Employer may communicate to the Contractor any curtailment plans either linked to acoustic requirements; load management, or Applicable Law, the ("**Curtailment Plans**").

The Contractor shall ensure compliance with all Curtailment Plans provided by the Employer in accordance with Performance Standards and Technical Specifications. If either the Contractor or the Employer detects a variation with respect to the Curtailment Plans or in noise emission the Contractor will, at its own expense, characterise the problem, isolate the source of the problem and propose solutions to solve the problem to Employer (at the Employer' expenses in all cases other than cases where it's ascertained that the deviation was caused by a non-respect of the obligations under the contract).

2.4. Grid Connection and balance of electricity commitments

The Contractor acknowledges that to allow the Employer to inject the energy generated by the Plant Facility to the Grid and be eligible for the full tariff under the PPA, the Plant and the Contractor must comply with the requirements prescribed by Applicable Law, Good Solar Industry Practices, Performance Standards and the Grid documents and that failure to comply with such requirements may cause the Employer to either: (i) not be able to collect the tariff energy injected; and/or (ii) be subject to penalties payable to the Grid operator and/or the Discom and/or the power purchaser and/or any Government body. The Contractor therefore undertakes to diligently comply the requirements referred to Grid Connection and balance of electricity commitments, as prescribed under the Grid documents as provided by or on behalf of the Employer from time to time (or of which the Contractor otherwise becomes aware), and/or with the reasonable requests of the Employer associated with the compliance therewith.

3. **PERFORMANCE STANDARDS**

3.1 Contractor shall perform its obligations under the contract in compliance with the contract and otherwise, as applicable, in accordance with the following order of precedence (collectively, the "Performance Standards") as from time to time in force:

3.1.1 the Applicable Laws, and the requirements from the Grid Operator/SLDC;

3.1.2 the Permits and all the related documents;

3.1.3 the terms of the contract;

3.1.4 the functional Guarantee;

3.1.5 the Reference Documents including the manufacturers recommendations;

3.1.6 Employer’s health and safety manuals and procedures and ESMP;

3.1.7 the Site Regulations;

3.1.8 the Equator Principles and the Equator Principles Requirements;

3.1.9 Good Solar Industry Practice;

3.1.10 Any relevant and reasonable instructions issued by the Employer, relevant to the scope of the contract, to the Contractor at least 15 days before the implementation of such instructions without any cost to the Contractor.

3.1.11 The terms of insurances directly relating to the Project and

3.1.12 Comply with all operation and maintenance obligations as set out under the PPA or do anything which results in a breach of the Employer's obligations under the PPA.

3.2 If there is any inconsistency between the Performance Standards, [it shall be interpreted in the order of precedence listed above provided that(i) the application of a Performance Standard does not derogate, breach, contradict, obstacle or circumvent the application of a Performance Standards appearing above such standard in the above order of precedence, and, in addition, (ii) provided that this such application does not cause a breach of Performance Standards or the Parties shall discuss and agree upon the manner in which such conflict shall be resolved.

3.3 Notwithstanding any other provision in the contract, the Contractor shall have no responsibility or obligation:

(a) to save and to the extent that the Contractor is required to do so pursuant to the provisions of Additional Services, to ensure that the Plant complies with the requirements of Applicable Law, Permits, if and to the extent that the same are introduced or amended following the Commencement Date; or

(b) subject to Additional Services, to ensure that the Plant or the Plant (as a whole or in part) complies with any noise or acoustic emissions requirements under Applicable Laws Permits.

Without prejudice to the foregoing, the Contractor is required to comply with the quality of supply limits determined in accordance with the Applicable Law and the Contractor will be deemed to have knowledge of its content.

3.4 The Contractor shall not do or omit to do anything in the performance or discharge of its obligations or the exercise of its rights under the contract or in breach of the contract, which would cause any breach of any of the terms of the Supply Contract, Works Contract, the Applicable Law, the Permits or the terms of any Permits or the Direct Contract, and should the Contractor be in breach of the Performance Standards, it shall, on demand of the Employer, indemnify the Employer against any direct Losses arising from a breach of this Clause by the Contractor, always subject to the aggregate liability cap of the Contractor (except as otherwise agreed herein).

3.5 If the Contractor is aware of a conflict between any of the above requirements, it shall inform the Employer accordingly and the Parties shall discuss and agree upon the manner in which such conflict shall be resolved.

4. EXCLUSIONS

4.1. General

(a) Force Majeure events as per GCC

4.2. The rights of the Contractor under Exclusions shall only apply to the extent that the Excluded Risk Event has caused actual delays or substantial interference to the performance of the Contractor's obligations under his Contract, which could not have been mitigated by the Contractor's best efforts, and to such portions of Contractor's obligations directly affected by such delays or interference.

4.3. Notification of Excluded Risk Event

To the extent Contractor has actual knowledge of any loss or damage to the Plant caused by or arising from an Excluded Risk Event, it shall give Employer immediate notice of the same and provide a written report to Employer within five (5) Business Days; and the employer and Contractor shall be mutually agreed upon within (30) business day. However, that any failure of Contractor to provide such notice shall not waive, prejudice or otherwise affect the other provisions in Exclusions, except to the extent that the failure to timely notify Employer results in any additional damage or loss to the Plant. Notwithstanding the foregoing, in case of delay to provide the aforementioned notice, the Contractor shall be liable towards the Employer for any additional damage or loss caused by the delay to notify the Employer.

5. ADDITIONAL SERVICES

5.1. Employer may, with respect to the Plant, request that Contractor perform work, provide services, or supply other equipment or parts, not included within Services for the successful operation of the plant for the duration of this O&M Agreement. Any such requested service or supply that the Parties mutually agree to in writing shall, subject to any specific terms and conditions agreed with respect to such service or supply, be an "**Additional Service**".

6. SERVICE PERSONNEL

6.1. Contractor shall provide the Services and any Additional Services to be performed on Site using a sufficient number of suitably skilled, qualified and experienced (including any licensing, certifications or training required by Applicable Laws or the local transmission system operator) and adequately equipped and properly trained Personnel and/or Subcontractors, all appropriately skilled and experienced in their respective trades or occupations as may be reasonably necessary to fulfil its obligations hereunder in relation to the Services and Additional Services

6.2. The Employer may request the Contractor to remove (or cause to be removed) any Person or Subcontractor employed on the operation of the Plant, including the Contractor's Representative if applicable, who:

(i) engages in material or persistent misconduct or lack of reasonable care;
(ii) carries out duties incompetently or negligently;
(iii) fails materially to conform with any provisions of the Contract;
(iv) engages in conduct which is prejudicial to safety, health or the protection of the environment or in violation of any related Performance Standards or Applicable Laws;
(v) engages in conduct which might reasonably result in a breach of any provision of the contract and threaten public health, safety or security.

6.3. The Employer shall give notice to the Contractor of the same giving reasons and request the Contractor to replace such Personnel with a suitable candidate. The Contractor shall then as soon as reasonably possible but no later than seven (7) days upon receiving such notice from the Employer, Contractor will look in to the facts and claims of the case in all sincerity and deploy the required actions with the notice to the Employer.

6.4. Contractor shall have full supervision and control over its Personnel at the Site and shall maintain appropriate order and discipline among such personnel and shall cause any Subcontractor to maintain similar standards with respect to such Subcontractor’s personnel at the Site.

6.5. The Contractor shall be responsible for all matters relating to labour relations, working conditions, training, employee benefits, employee drug testing in accordance with the Contractor’s standard drug testing policy, safety programs and related matters pertaining to its employees and other Personnel engaged by the Contractor. The Contractor shall at all times have full supervision and control over its employees and other personnel engaged by it and shall at all times maintain appropriate order and discipline among its Personnel and shall cause any Subcontractor (or any subcontractor appointed by such Subcontractor) to maintain similar standards with respect to such Subcontractor’s or any subcontractor appointed by such Subcontractor) employees and Personnel.

6.6. The Employer shall have the right, acting reasonably and following prior notification, to require the Contractor to remove from the Site any employee or Personnel of the Contractor or any of its Subcontractors (or any subcontractor appointed by such Subcontractor) engaged in activity which presents a risk of injury to persons or property at the Site.

7. SAFETY PRECAUTION

7.1 During performance of the Services, Contractor shall:

7.1.1 comply with the safety standards and any safety procedures established by Contractor and same shall be approved by employer after the Commencement Date;

7.1.2 take all precautions required by Applicable Laws or Site Regulations, or otherwise according to the Performance Standards, for the health and safety of Contractor, its Affiliates and Subcontractors in the performance of the Services and any other Persons with temporary or perpetual access to the Site; [provided that the foregoing shall not limit Employer's responsibility for the safety of the Site as provided in Safety Precautions.

8. CONSUMABLES, SPARE PARTS, TOOLS AND EQUIPMENT

8.1 During the Term, Contractor shall provide equipment Spare Parts and Consumables and Tools, all as part of the Services and without Additional Cost to the Employer in accordance with the contract. Unless otherwise specified in the contract, the Contractor shall provide the Employer with an initial Spare Parts inventory. At the end of the Term or upon termination of the contract, the Supplier will replenish the equal quantity of the Spare Parts and Consumables and Tools as provided during the start of Contract.

8.2 Consumables and Tools

Contractor shall supply Consumables and Tools to the extent required for performance of the Services. All Consumables provided by Contractor in the performance of its Services, shall be compatible with the applicable requirements of the Reference Documents and Applicable Laws.

8.3 Equipment and Spare Parts

Contractor shall supply Equipment and Spare Parts to the extent required for its performance of the Services and to maintain its obligations thereunder. The Contractor has the right to use renovated Equipment and Spare Parts. If the Contractor intends to use any refurbished Major Components, it will seek prior written approval from the Employer. Contractor's right to procure and use renovated / refurbished Spare Parts is subject to: (i) standards of good workmanship and Good Industry Practice; (ii) compliance with the applicable requirements of the Reference Documents; (iii) the Spare Part(s) are of the type being replaced or of another type insofar as same does not invalidate any applicable Type Certification of the Equipment (iv) the same warranty as equivalent new parts in terms of scope, nature and duration, (v) being renovated in conformity with the original equipment manufacturer's standards, and (v) being listed in the monthly maintenance report when used (track record of the Part).All such renovated/refurbished parts will be allowed by Employer only for any long lead items and also considering uninterrupted generation from the Project. However, the contractor shall immediately reinstate and order new items in order to replace the refurbished items provided for emergency purposes.

8.4 Inspection of Replaced Parts

Contractor shall give to the Employer seven (7) days' notice of the time when the Replaced Part is being transported to the Site. Contractor shall permit Employer to inspect, at Employer's sole cost and expense, any Part which is removed and replaced by a Spare Part pursuant to Consumables, Spare Parts, Tools and Equipment (such Part, a "Replaced Part"); provided however, any such inspection:

(i) must not include physical alteration or disassembly of such Replaced Part; and

(ii) must not result in any material increased costs to Contractor or delay Contractor in the performance of its obligations under the contract or any Contract with, or warranty from, its Subcontractors, unless Employer agrees to cover such material increased cost.

8.5 Tools and Equipment

Contractor shall furnish its service personnel with such tools, instruments, or materials tools and equipment and equipment as are necessary to perform the Services (the "**Contractor's Equipment**").

8.6 Prices of Consumables, Spare Parts and Contractor's Equipment

Subject to GST, Taxation & Import Duties, the O&M Price payable to Contractor under the contract shall include (in addition to other components included in such Price) the Costs of any and all Equipment, Consumables, Spare Parts and Contractor's Equipment required in connection with the performance of the Services.

8.7 Risk of Loss or Damage to Consumables, Spare Parts and Contractor's Equipment

Contractor shall:

(i) be responsible at its own cost for the safe transportation and delivery to Site and adequate storage; of all Consumables, Spare Parts, and Contractor's Equipment, in each case, required for the carrying out of the Services;

(ii) bear the risk of loss and damage to all such Consumables and Spare Parts during transportation to the Site and, thereafter up to the date of their incorporation by Contractor into the Plant; and

(iii) at all material times bear all risk in any and all Contractor's Equipment on or off the Site and whether remaining separate or temporarily attached to the Plant.

8.8 Title

Contractor shall retain title to any and all Contractor's Equipment on or off the Site and whether remaining separate or temporarily attached to the Plant until transfer of Title occurs. Title to any Spare Part (or other Part) or Consumables provided by Contractor pursuant to the contract shall pass to the Employer upon:

(i) incorporation by Contractor in the Plant free and clear of any Lien; or

(ii) in the case of Additional Services, the date (if later) on which payment is made in full for such Spare Part or Consumable.

Title to any Replaced Part shall vest in Contractor upon such replacement, except if the Parties agree differently from time to time. In case of Additional Services, Employer shall retain title to any Replaced Part.

9. COMMUNICATION AND REPORTING

During the Term, Contractor shall exchange information and reports on daily, weekly, monthly, quarterly and annual basis:

9.1 Monthly Reports

Contractor shall provide Employer with the Monthly Performance Report by no later than the fifth (5th) day from the end of each month.

9.2 Emergency Notices

Upon obtaining actual knowledge thereof, Contractor shall promptly notify Employer verbally (with written notice to follow within three (3) Days) of any emergency or other hazardous condition or occurrence that Contractor reasonable believes could cause an immediate threat to the safe operation of the Plant and/or the safety of Persons.

If, by reason of an emergency arising in the course of, as a result of or otherwise in connection with and during the performance of the Services, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Plant, the Contractor must immediately perform that work, provided that, Contractor shall have no obligation to perform such portions of the protective or remedial work which would be in violation with the Performance Standards, be a material breach of the contract or would cause a threat to the safety of Persons or property or would otherwise not be reasonably practicable or possible; and provided further, that Contractor shall have no obligation to retrofit or upgrade the Plant except if otherwise agreed.

Without prejudicing the liability attributable to the Contractor for failure to comply with the provisions of the paragraph above, it is clarified that if the Contractor does not perform the protective or remedial works referred to above immediately, the Employer may appoint a Replacement Contractor to perform such works. If the work (or parts thereof) which were performed or caused to be performed by the Employer is work which the Contractor was liable to do at its own expense under the contract, the costs incurred by the Employer as a result of appointing a Replacement Contractor shall be [substantiated to the Contractor on an open book basis and be] considered due and payable to the Employer and Invoices and Payment and Set Off shall apply. It is further clarified that the impact of Replacement Contractor's actions shall not be considered as an Excluded Risk Event.

9.3 Meetings

A representative of each of Contractor and Employer (the "**Representatives**") shall meet (either at the Site or alternatively at such other location as may be agreed between the Parties) at quarterly intervals or such other period as is agreed especially for the purposes set forth below:

(i) to discuss projected dates for performance of the Services and the Additional Services in the following quarter;

(ii) to discuss, the calculated Measured Average Availability of the Plant Facility for the past quarter under Annexure 2 [Functional Guarantees]; and

(iii) to review the Services and Additional Services performed in the past quarter.

9.4 Visitors Log Book

Contractor shall provide Employer with a log book for the Plant to record the identity and activity of all visitors to site. Such log book will be kept at the entry Gate location of Plant. The Contractor shall cause that all personnel and representatives of each Party or any third parties visiting the [site] shall be required to record their identity, the date, time and purpose of any visit to site, the nature of any work performed thereon and such other details for which log books may reasonably be used. It is clarified that the Contractor shall not permit unauthorised third party access to the Site unless such third parties have been authorised by the Employer, are required to inspect or access the Site in accordance with Applicable Law or for performance of Services. Copies of these logs shall be provided to the Employer within ten (10) Business Days following its written request. Contractor shall create a digital back up of such logs at least every month. The log book shall be in English only.

9.5 Annual Calendaring of Maintenance Services.

At the latest two (2) months after the beginning of commencement date, each year during the Term thereafter, the Contractor shall send to the Employer the projected dates and times for the immediately following period during which the Contractor shall perform the Maintenance/Preventive Services on the Plant, with the parties using reasonable efforts to minimize any Plant downtime during Operational Sunny periods (the "**Maintenance Services Calendar**". Such Maintenance Services Calendar may be postponed by the Employer for 5 business days); provided, that the Maintenance Services Calendar shall be developed in accordance with the Operating Manual and the terms of the contract. The dates and times in the Maintenance Services Calendar may be amended thereafter by mutual Contract of the Parties. For clarity, the Maintenance Service Calendar shall include a maintenance plan established in accordance with the Maintenance Manual.

9.6 Status Reviews

As reasonably required, or requested by the Employer, the Representatives shall meet to discuss and review (i) the information contained in the Monthly Performance Reports, (ii) the availability of the Plant, (iii) any technical issues which may have arisen with respect to the performance, availability or maintenance and servicing of the Plant Equipment, (iv) Maintenance Services and Repair Services performed during the preceding calendar month, (v) any and all failures by a Plant equipment, and (vi) Maintenance Services to occur during the next following a calendar month.

10. **Contractor's Permits**

Prior to the time in which such Permits are required in order to perform when the relevant Services and/or Additional Services, as applicable, are to be performed, Contractor shall obtain and maintain, as applicable, throughout the Term of the Contract all Permits (the "Contractor Permits") required by the Applicable Law, Good Solar Industry Practices, Performance Standards and Technical Specifications which should be issued in the name of Contractor or are otherwise attributable or necessary to the provision of the Services and/or Additional Services, other than such Permits as are required to be obtained by Employer pursuant to *Employer Permits*.

11. **Contractor's Manager**

On or prior to the commencement of the Term, Contractor shall designate a duly qualified and experienced person to manage and administer the Contractor's activities and shall provide notice thereof to the Employer, to act as its manager and coordinator of the contract on Contractor's behalf (the "**Contractor's Manager**"). The Contractor's Manager shall not have authority to amend or modify the contract or accept any commitment which would have an effect on the contract. In case the manager is on leave with prior intimation to employer, the deputy manager with equivalent qualification shall be provided at site by the Contractor

12. **Cooperation with other Subcontractors**

Contractor acknowledges and agrees that the Employer or Other Subcontractors of Employer may be present at the Site and agrees, at no cost or expense to the Employer, to reasonably cooperate with such Other Subcontractors to allow the performance of its and their respective obligations to occur concurrently. Employer shall inform the Other Subcontractors of the clear demarcation of Contractor's scope of work so as to ensure non-interference in such work and operations by Employer's Other Subcontractors.

13. **Reserved Rights**

13.1 Plant

To the extent Contractor believes, in its reasonable discretion, that it is necessary to enhance the overall performance or safety of the Plant, Contractor may propose to Employer changes and improvements to the Plant (including the software included with respect thereto) and implement such changes or improvements proposed after obtaining the prior written consent of the Employer; provided that such changes and/or improvements shall not (i) be in conflict with the Performance Standards**;** (ii) adversely impact the technical performance of the Plant or the safety of the Plant**;** (iii) adversely impact the Availability Warranty in Annexure 2 [Functional Guarantees] (iv) increase the cost of operating the Plant; (v) place the Employer in breach of the technical requirements of the Power Purchase Contract; (vi) impair or vitiate any obligations of the Contractor under the contract; (vii) adversely affect the Supply Contract Warranties and the Works Contract Warranties; or (viii) result in non-compliance with the Type Certificate**.**

13.2 The Contractor shall only have the right to implement such changes or improvements if it has received the prior written consent of the Employer and such changes and improvements are carried out at no cost to the Employer and in accordance with Reserved Rights.

14. CERTAIN NOTIFICATIONS BY CONTRACTOR

14.1 Contractor shall, upon obtaining actual knowledge thereof, promptly give the Employer notice of:

(i) any events or facts or observations that the Contractor believes could be reasonably likely:

(a) to have a material adverse effect on the operation of any of the Plant or the performance of the Employer's obligations under the contract; or

(b) to cause an immediate threat to the safe operation of the Plant (or any Plant therein) and/or the safety of Persons; provided that, in the case of this Clause, the Contractor shall provide immediate verbal notice of such event, fact or observation to the Employer with notice to follow within three (3) Business Days);

(ii) any actual or proposed event that the Contractor believes would be reasonably likely to have a material adverse effect on the operation of any of the Plant or the performance of either Party's obligations under the contract;

(iii) any (a) violation of Applicable Laws, or Permit, by the Contractor's agents, officers, directors, employees, representatives and Subcontractors, Employer or any Other Subcontractor; or (b) any notices of Liens (or claims of Liens) or investigations by Governmental Authorities related to the Plant;

(iv) any actual or contemplated change in Law that Contractor believes would be reasonably likely to have a material adverse effect on the operation of any of the Plant or the performance of either Party's obligations under the contract.

14.2 If the Contractor does not comply with its obligations under Certain Notifications by Contractor, the Contractor shall, subject to Limitations of Remedies and Liability, indemnify the Employer for any loss the Employer may suffer as a consequence, including, without limitation, compensation pursuant to Employer's Obligations.

15. ASSIGNMENT AND SUBCONTRACTING

15.1 The Contractor shall not sublet, transfer or assign the contract or any part thereof without the prior written permission of Employer. The Contractor shall not subcontract any of the Services having a value of more than 30% of the Annual O&M Price of the concerned year, except upon the Employer's advance written approval of the subcontracting of such works. Such approval shall refer to the specific identity of the Subcontractor and to the scope and terms of the subcontract. In any event, the Contractor shall not subcontract all, or materially all of the Operation and Maintenance Services or the ultimate supervision of the performance of such services.

15.2 The Contractor agrees and acknowledges that any review, by approval of, or failure to approve, or rejection by the Employer as to any Subcontractor shall not relieve the Contractor of any of its obligations under the contract, and the Contractor shall be liable hereunder to the same extent as if any such Subcontract had not been entered into. The Contractor shall at all times ensure and cause the Subcontractors not to commit any act or omission which could release, void, impair or waive any guarantee or warranty on the Plant or any part thereof.

15.3 The Contractor shall supervise and direct the work of all Subcontractors and be fully responsible for the performance of the Subcontractors and to the methods, techniques, sequences and procedures of, and for coordinating the work of the Subcontractors and to the acts and omissions of all Subcontractors and their employees, directors, officers, advisors, agents and representatives, and those of their subcontractors ("Subcontractors' Parties). With regard to any Subcontract and Subcontractor's Parties, in particular, Contractor shall ensure that all wages, labor, health and safety and social related obligations are duly performed and timely discharged in accordance with Applicable Laws. It is agreed that if the responsibility of any such payments is transferred to the Employer pursuant to Applicable Law, the Employer shall have the right to adjust all such payments against the dues to the Contractor under the contract or otherwise recover the same from the Contractor under any other Contract. It shall be at Contractor's sole responsibility to ensure the payment and discharge of all its obligations with regard to the Subcontracts and shall indemnify the Employer and any Employer Indemnified Parties for any losses incurred by such parties in relation to the Subcontracts or to Subcontractor's Parties.

16. **Inspection and Testing**

16.1 The Contractor must provide the Employer, independent engineer, Grid Operator, Grid Administrator, and any other Contractor or Contractors employed by the Employer and their respective nominees, or other inspectors where required under the Applicable Law, the Permits, the Finance Documents and/or the Grid documents (collectively hereinafter referred to as the "**Project Parties**"), with access at any time to any place where the Services are being performed in order to inspect the progress and the manner of the Services, provided that the Employer (or its designated representatives) gives the Contractor twenty four (24) hours prior written notice.

16.2 The Project Parties and their respective nominees will have the right to examine and have access to documents relating to the Services.

16.3 The Contractor must carry out all tests and/or inspections of the Plant or Spare Parts in a lawful, professional, timely, safe and environmentally responsible manner as may be necessary to ensure the safe, reliable, efficient, and optimal operation of the Plant and in accordance with the Performance Standards, Applicable Laws and Good Solar Industry Practice. All these tests and inspections are to be carried out at the Contractor's expense, as part of Services.

16.4 The Project Parties and their respective nominees are entitled to attend any test and/or inspection.

16.5 Whenever the Contractor is ready to carry out any test and/or inspection, the Contractor must give at least ten (10) days' advance notice to Employer of such test and/or inspection and of the place and time. The Contractor shall make its best efforts to obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Project Parties to attend the test and/or inspection.

16.6 The Contractor must provide the Employer with a report of the results of such test and/or inspection within five (5) days after the completion of that test or inspection in question.

16.7 If the Employer and/or any of the Project Parties fail to attend the test and/or inspection, or if it is agreed between the Parties that the Employer and/or any of the Project Parties will not attend, then the Contractor may proceed with the test and/or inspection in the absence of the Employer's and/or any of the Project Parties' inspector and provide the Employer with a report in the approved form of the results.

16.8 If any Spare Parts or the Plant fails to pass any test and/or inspection, the Contractor must either rectify or replace those Spare Parts or repair the Plant and promptly repeat the test and/or inspection upon giving notice.

16.9 The Contractor agrees that neither the performance of a test and/or inspection of Spare Parts or the Plant, nor the attendance by the Employer's and/or any of the Parties' inspector nor the issue of any test report will release the Contractor from any of its obligations under the contract.

16.10 Inspection during the Term and at the End of the Term:

During the Term, the Plant may be submitted to a general inspection performed by a Contractor selected by Employer:

16.10.1. Inspection during the Term

From time to time during the Term, but not more than once every year (being specified that any additional tests and inspections instructed by the Employer under this Clause will be for the Employer's account unless the tests or inspections were necessary as a result of the failure of the Contractor to fulfil its obligations under the contract);

16.10.2. End of Contract inspection: six (6) to twelve (12) months before the end of the Term, at the convenience of the Employer.

Subject to the Employer's reasonable advance notice as to the date of such inspection, Contractor is required to attend and assist the Employer and the designated inspector in performing such tests, without additional cost.

16.10.3. The final report shall be sent to the Contractor by the Employer and if any defect or damage found, same shall be rectified/replaced.

16.10.4. Without relieving Contractor from its obligations and without limiting Employer's ability to reasonably pursue the reliefs available to it, if applicable:

(i) Contractor shall, promptly following receipt of the report, submit to the Employer (a) a recovery plan to remedy all breaches, defects and malfunctions detected in the report for which the Contractor is liable and shall perform such remedial actions without delay, and (b) provide detailed measures to be put in place to prevent such defaults from recurring;

(ii) if the Contractor fails to timely complete all remedial actions before the end of the Term, the Employer shall be entitled, at Contractor's cost and risk, to employ a Replacement Contractor to perform the works.

16.11 Employer Site Visit

16.11.1. If Employer decides to visit the Plant, Contractor shall provide personnel on the Site for mutual inspection with no additional cost to Employer. If the Contractor is reasonably unable to attend such visit for unexpected reasons and/or safety reasons, Contractor shall immediately inform the Employer. As the case may be, the Contractor shall reschedule a new visit within the next seven (7) days. Rescheduling of the visits thereof shall no occur more than once per year the Employer shall adhere to the HSE practices of the Contractor.

16.11.2. If, upon request of the Employer made in accordance with Employer Site Visit, the Contractor does not provide dedicated personnel for such visits, subject to the aforementioned rescheduling allowance, any downtime of Plant Equipment(s) to perform the inspections thereof shall be considered as unavailable for the purpose of availability calculation described in Annexure 2 [Functional Guarantees] [(however never exceeding eight (8) hours per given visit)]. Notwithstanding the foregoing, Employer may request that Contractor provide personnel on the Site for additional inspections as an Additional Service.

16.11.3. If, upon request of the Employer made in accordance with Inspection and Testing, for inspection of the Plant, the Contractor provides access to have services in the Plant Equipment examined available for inspection and Employer does not carry out such inspection, then any downtime of Plant Equipment(s) to perform the inspections thereof shall be considered as available for the purpose of availability calculation described in Annexure 2 [Functional Guarantees]

17. HAZARDOUS SUBSTANCES AND HAZARDOUS SITE CONDITIONS

17.1 Contractor shall not, nor shall it permit any other Person to bring any Hazardous Substances on the Site, other than Hazardous Substances to be used by Contractor or any Subcontractor in a manner that:

(i) does not violate any Applicable Laws, or Permits; and

(ii) is consistent in quantity and with Good Solar Industry Practices for operating and maintaining solar energy conversion plants, such as motor fuels, solvents and lubricants (collectively, "**Permissible Materials**").

17.2 Contractor shall bear all responsibility and liability for:

(i) any Hazardous Substances that are not Permissible Materials belonging to the Contractor or present on site; or

(ii) the handling of, or failure to handle, Permissible Materials in violation of Applicable Laws or otherwise in any manner that constitutes negligence or willful misconduct by Contractor or any Subcontractor.

17.3 Contractor shall use Hazardous Substances in performance of the Services in accordance with the Performance Standards, Applicable Laws and Good Solar Industry Practices and shall not:

(i) utilize, or permit or cause any Subcontractor to utilize, on the Site such Hazardous Substances as are prohibited under Applicable Law from being used in India; or

(ii) import or use at the Site such Hazardous Substances as are prohibited under Applicable Law.

17.4 Contractor shall maintain a regularly updated log of all material safety data sheets for all hazardous substances used in connection with performance of the Services at or near the Site, which shall be available for Employer to review upon reasonable request. Contractor shall maintain an accurate record and current inventory of all hazardous substances used in performance of the Services at or near the Site, which record shall identify quantities, location of storage, use and final disposition of such hazardous substances.

17.5 Contractor shall arrange and agree for the disposal, transportation, reporting and certification (including provision of waste disposal vouchers and other certificates as required by Applicable Law or Permits) of Hazardous Substances, including waste disposal vouchers, brought onto and released at the Site by Contractor or its Sub Contractors, which are expected to include but not be limited to used oil, grease and ethylene glycol, to the extent required by Laws, in each case, by licensed, insured, competent and professional Contractors in a safe manner and in accordance with Laws. As between the Parties, Contractor shall be solely liable for any response, removal, investigation, clean-up or other remedial action required by any Laws related to any Contractor,

17.6 In the event Contractor encounters any Hazardous Substance or other hazardous conditions at the Site that are inconsistent with the Performance Standard or would reasonably be expected to impact the performance of Contractor's obligations hereunder, Contractor shall promptly report the condition to Employer. In such event, Contractor shall stop work and remove, or take other actions necessary to remedy the hazards associated with, any Contractor Hazardous Substances such that Contractor can resume work.

17.7 The Contractor shall indemnify and hold harmless the Employer against any fine, penalty or third-party Claim incurred as a result of non-compliance by the Contractor with the terms of the contract, Applicable Laws, Good Solar Industry Practice and more specifically, with its obligations under Hazardous Substances and Hazardous Site Conditions.

18. EMPLOYER'S OBLIGATIONS

During the Term, Employer shall perform the following obligations:

18.1 Access

18.1.1. On and from the Commencement Date, Employer shall provide the Contractor (and its Subcontractors) full, free and safe Access to the Plant for the purpose of enabling Contractor to fulfil its obligations under the contract.

Notwithstanding the foregoing, the Contractor shall be required to perform any works (including obtaining permits for such works) related to the Access to the Site required for the delivery of any Spare Parts, if so requested by the Employer in writing, on the Time to time Basis.

18.1.2. The Employer shall give to the Contractor and the Contractor's personnel unrestricted Access to the Site to enable Contractor and the Contractor's personnel to carry out all elements of the Services at any time from the Commencement Date until the end of the Term. Such Access shall include the provision by the Employer of:

(i) such keys or access codes as may be required by the Contractor to gain unhindered access to the Site (as the case may be);

(ii) Access to the access roads to and on the Site If there is any deviation, and such deviations are accepted by the transport contractor, then such deviations shall be accepted by the Contractor.

Notwithstanding anything else contained in the contract all Access to the Site and Plant is subject to the applicable site safety, security and environmental requirements and Applicable Law (and the Contractor should comply with the same). The Employer will have the right to limit Access or expel any Person off the Site in case of them not fulfilling the Emergency plan of the Site, the Emergency plan of the Plant Facility.

18.2 Employer's Permits

Contractor, on behalf of the Employer, shall obtain and maintain all Permits and any Permits required by Applicable Law to be obtained in the name of the Employer in order to (i) perform Employer's obligations under the contract and (ii) enable Contractor to lawfully access the Site at the point of entry to the Site and the Plant].

19. **SITE REGULATIONS**

Employer shall (directly or through a Subcontractor, advisor or agent) provide the Site Regulations and revisions thereof from time to time, and shall require the Other Subcontractors and their respective agents and employees to, (i) comply with the Site Regulations; and (ii) take all necessary precautions (as required by Applicable Law or otherwise) for the health and safety of all Persons (including Contractor's personnel) at the Site.

20. CERTAIN NOTIFICATIONS BY EMPLOYER

20.1 Employer shall, upon obtaining actual knowledge thereof, promptly give the Contractor, as soon as practicable, notice of:

20.1.1. any events or facts or observations that the Employer believes has determined that would:

(i) have a material adverse effect on the operation of any of the Plant or the performance of the Contractor's obligations under the contract; or

(ii) to cause an immediate threat to the safe operation of the Project (or any Plant therein) and/or the safety of Persons; provided that, in the case of this current Sub-Clause, the Employer shall provide as soon as possible verbal notice of such event, fact or observation to the other;

20.1.2. any (a) violation of Applicable Laws, including environmental Laws or the terms of any Permit, by Contractor or any Other Subcontractor or (ii) any notices of Liens (or claims of Liens) or investigations by Governmental Authorities related to the Project.

20.2 Failure to furnish notice pursuant to Certain Notifications by Employer shall not affect the Contractor's obligations to perform its obligations. Contractor.

21. EMPLOYER 'S OWNERSHIP OF ENERGY, EQUIPMENT, SPARES AND PROJECT BENEFITS

21.1 The Contractor acknowledges that ownership of the Energy or any benefits arising out of the operation of the Plant remains at all times, and in all circumstances with the Employer at all times and the Contractor has no legal or equitable title to or interest in the Energy or other benefit.

21.2 The ownership of all item supplied by the Contractor, including under Additional Services shall be transferred to the Employer at the end of the term of the contract:

(i) such items becoming a permanent part of the Plant against the mutually agreed payment by both the parties

21.3 The ownership of any item (not including Energy or benefits arising out of the operation of the Plant) supplied by the Contractor as part of the Services shall be transferred to the Employer upon such items becoming a permanent part of the Plant.

21.4 The Contractor agrees that any benefits, including any carbon credits, renewable energy certificates or similar royalty or credit that may arise as a result of having the Project undertaken belong to the Employer and the Contractor shall provide all reasonable assistance requested by the Employer in order to obtain such rights and benefits.

22. PRICE AND PAYMENT

22.1 Total Annual O&M Cost

Commencing on the Commencement Date and for the remainder of the Term, Employer shall, in consideration of the Contractor providing the Services and its prior receipt of an invoice with respect thereto, pay in accordance with Invoices and Payment to Contractor an annual O&M cost in INR in equal quarterly instalments at the end of every quarter for each year till 15 (Fifteen) years in the amounts set forth in and payable in accordance with Price Schedule No 5/SOR-5 [Schedule of Rates] of the bidding documents for the plant facilities. The yearly breakup of the Total O&M price shall be in line with the Price Schedule No 5/SOR-5.
Against the successful Operation and Maintenance of the entire Plant Facility payment will be released on quarterly basis at the end of every quarter for each year till 15 (Fifteen) years.

The O&M of the plant will commence from the date of Operational Acceptance of the plants.

The Contractor acknowledges that the Total Annual O&M cost forms the sole and exclusive consideration and reimbursement due to the Contractor for the performance of the services included under the Services and Spare Parts and that the Contractor shall not be entitled to any additional amount for their performance, for whatever reason, including, amount others due to increased costs, changes in applicable GST, customs or duties (including, without limitation those set forth in GST, Taxation and Import Duties below), and except as may be specifically provided in the contract.

22.2 Payment of amounts due to the Contractor:

Amount shall not be considered as due and payable and the period for the payment of any Price stipulated under the contract shall not commence until the Contractor has duly fulfilled and delivered all obligations and deliverables required from the Contractor until the date of submission of the invoice for the payment to the Employer with relation to such invoice and/or within the period for which the Price included in the invoice are due.

23. INVOICES AND PAYMENT

23.1 Contractor shall submit Goods & Service Tax (GST) compliant invoices to Employer for the amounts due under Total Annual O&M cost above and for any other amounts that may be due under the contract.

23.2 The Total Annual O&M Cost shall be invoiced by the Contractor quarterly against the completion of concerned quarter and each invoice may be submitted by Contractor no later than the day after the completion of the quarterly period in question and, subject to the terms of the contract, shall be paid by the Employer no later thirty (30) days from the date of submission of the invoice along with all other requisite documents (If so required). The Employer shall make payments by wire transfer to the bank account designated from time to time and owned by Contractor. The payment of any invoice shall be subject to the Contractor submitting to the Employer the Monthly Performance Reports.

23.3 Additional Services may, for purposes of this Invoices and Payment, be invoiced upon full and proper completion of each individual task and shall, subject to the terms of the contract be paid by the Employer within thirty (30) days from the date of submission of the invoice along with all other requisite documents (If so required).

23.4 In the event that the Employer fails to make any payment on its respective due date, the Employer shall pay to the Contractor interest on amount of such delayed payment at the rate as applicable for 46 days term deposit scheme as established by State Bank of India for Local currency payment and London Inter Bank Offered Rate (LIBOR) for Foreign currency payment, shall become payable as from the end of the 15 days period on certified amount due, but not paid, at the end of such period.

23.5 To the extent permitted by Applicable Laws, if the amount of an invoice is disputed by the Employer, the Employer shall be entitled to withhold payment of the disputed amount for the next invoice (or part thereof), until the dispute is resolved between the Parties under Law Dispute Resolution or otherwise. The Employer shall pay at the applicable time the undisputed amount of such invoice including any undisputed portion of the invoice item in dispute. Further, the Employer shall be entitled to withhold payment of any amount due to the Contractor, if, at the time, the Contractor is in breach of one or more of its material obligations in terms of the contract.

23.5.1. Subject to the provisions on the contract, the Contractor warrants that it has, and will be deemed to have, done everything that would be expected of a prudent, competent and experienced Contractor and in accordance with Good Solar Industry Practices in:

(i) assessing all risks which it is assuming under the Contract; and

(ii) ensuring that the **O&M Price** contain allowances to protect it against any of these risks eventuating,

and that it will not make a claim for an increase in the **O&M Price** if any of those risks eventuate.

23.5.2. Except for Liens arising out of a failure of the Employer to make any payment when due hereunder to Contractor or any other Person providing labour or services to the Project under Contract to the Employer, the Contractor acknowledges and agrees that it shall not file, claim or register any Liens and shall use its best efforts to prevent any Liens from being filed, claimed or registered by any Subcontractor or by any employee, or agent of the Contractor or Subcontractor, against the Services, Additional Services, the Plant as a whole or any part thereof, or any real or other property of the Employer, for any works done or any Services and/or Additional Services rendered under the Contract or any subcontract let by the Contractor and shall procure that all subcontracts contain undertakings to the like effect.

23.5.3. The Contractor shall indemnify the Employer against any loss, damage, cost or expense (including legal fees) of the Employer arising out of or in connection with any Lien being filed, claimed or registered as referred to Invoices and Payment.

23.5.4. The delay or failure of a party to pay any amounts due hereunder, or the withholding of any amounts which are claimed by a party to be due, shall not release the other Party from any of its obligations or liabilities under the contract.

24. SCADA, EMS