



**Madhya Pradesh Urja Vikas Nigam Limited**

Invites

**Request for Proposal (RFP)**

**For**

**Discovery of Tariff & Selection of Solar Power Developers**

**Through**

**Tender Cum Reverse Auction Process**

**For**

**Implementation of Grid Connected Roof Top Solar PV Systems  
under RESCO Model at various locations in the State of Madhya  
Pradesh**

**RFP No:MPUVN/GCRT/RESCO-IV/2021-22/8687**

**Date:29.10.2021**

**Issued by:-**

**Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)**

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016

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**Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)**

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016

Telephone No.: +91-755-2553595, 2556566, 2767270;

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**RFP No:MPUVN/GCRT/RESCO-IV/2021-22/8687**

**Dated:29.10.2021**

Madhya Pradesh Urja Vikas Nigam Limited, invites Bids from the Bidders to participate through this Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developers for Implementation of Eighteen (18)MW of Grid Connected Roof Top Solar PV Systems, for Sale of Solar Power under RESCO Model, at various locations in the state of Madhya Pradesh, India. The Grid connected projects may be allowed under either category I or category III, as defined in the Policy for Decentralized Renewable Energy Systems, 2016, as follows:

- a) Category I: Grid connected net metered systems;
- b) Category III: Grid connected systems for consumption within premises with no export of power.

For the implementation of above-mentioned work, Bidders should submit their bid proposal along with non-refundable Tender Fee and all requisite documents complete in all respects on or before 29.11.2021 upto 18:00 Hours in the office of “Nodal Agency” in prescribed format. Bid proposals received without the prescribed Tender Fee and Bid Security Declaration shall be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on 13.12.2021 at 12:00 Hours in the presence of authorized representatives of Bidders who wish to be present.

Bid documents which include eligibility criteria, technical specifications, various conditions of Agreement, formats, etc. can be viewed from Nodal Agency’s website <http://www.mprenewable.nic.in/> and can be downloaded from <https://www.mptenders.gov.in/> for online submission.

**DISCLAIMER**

1. Though adequate care has been taken while preparing this RFP document (inclusive of Formats and Annexures), the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder at least ten(10)days prior to Bid Submission deadline, whichever is later it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in conjunction with PPA (Part of RFP, in the form of Annexure).
2. Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time before Bid Submission deadline. Interested Bidders are advised to follow and keep track of Nodal Agency's website for updated information. Nodal Agency is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither Nodal Agency nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

**A. BID INFORMATION SHEET**

<b>Document Description</b>	<b>Request for Proposal (RFP) for Discovery of Tariff &amp; Selection of Solar Power Developers for Implementation of Aggregate Capacity of Eighteen(18)MW Grid Connected Roof Top Solar PV Projects, for Sale of Solar Power under RESCO Model, at various locations in the state of MP</b>
<b>RFP No. &amp; Date</b>	RFP No: MPUVN/GCRT/RESCO-IV/2021-22/8687 Dated:29.10.2021
<b>RFP Purchase Start Date</b>	29.10.2021 at 18:00 Hours
<b>RFP Purchase End Date</b>	29.11.2021 at 18:00 Hours
<b>Broad Scope</b>	Design, Engineering, Supply, Financing, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance (for twenty five (25) Operational Years of Grid Connected Roof Top Solar PV Projects of aggregate capacity of <b>Eighteen(18)</b> MW, for sale of Solar Power under RESCO Model, at various locations in the state of Madhya Pradesh, India.
<b>Pre-bid Meeting</b>	A pre-bid meeting shall be hosted on an online platform on 17.11.2021 at 11:00 Hours Interested Bidders may nominate their representatives (upto a maximum of 2) to attend the same at least three (3) days prior to Pre-Bid meeting date. The Bidders should share the following participation details by 15.11.2021 by 18:00 Hours at <a href="mailto:resco4.mpuvn@gmail.com">resco4.mpuvn@gmail.com</a> : <ul style="list-style-type: none"> <li>• Name of the Bidder</li> <li>• Name, Email, Contact No. of the Representative(s)</li> </ul> Joining instructions shall be shared 24 hours before the Pre-Bid Meeting.
<b>Start date &amp; Time of Bid Submission</b>	22.11.2021 at 11:00 Hours
<b>Last date &amp; Time of Bid Submission</b>	29.11.2021 at 18:00 Hours
<b>Bid Opening (Technical)</b>	06.12.2021 at 11:00 Hours
<b>Bid Opening (Financial)</b>	13.12.2021 at 12:00 Hours (For any modification in date, time and venue for Financial Bid opening shall be updated on our website. Bidders are advised to keep tracking of the same)
<b>Tender Fee(non- refundable)</b>	Bidder shall pay Tender Fee of Rupees 50,000/- (Rupees Fifty Thousand only) through online mode at <a href="http://mptenders.gov.in">mptenders.gov.in</a> . This Tender Fee is exclusive of portal charges or payment gateway charges or applicable GST and the additional charges beyond the Tender Fee shall be borne by the Bidder. By

	<p>paying Tender Fee, a Bidder shall be eligible to Bid for one or more Project Groups under this RFP.</p> <p>No exemption towards Tender Fee or E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.</p>
<b>Bid Security</b>	<p>Interested Bidder shall furnish Bid Security Declaration (<i>To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made</i>) for each Project Group for which Bidder is placing Bid. The Bid Security Declaration as defined under clause 3.20 “Project Group wise Bid Security Declaration to be submitted by the Bidder(s)” of RFP document, shall be as per prescribed FORMAT 4.</p> <p>No exemption towards Bid Security Declaration is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.</p>
<b>Bank Guarantee (“BG”)</b>	<p>Successful Bidder shall be required to furnish a Bank Guarantee (“BG”) as per the provisions of the PPA.</p>
<b>Update on this RFP</b>	<p>Bidders are advised to keep track of the changes/ updates/ corrigendum regarding this RFP on <a href="https://www.mptenders.gov.in/">https://www.mptenders.gov.in/</a></p>
<b>Address for Bid submission/ correspondence</b>	<p>Mr. Shikant Deshmukh Superintending Engineer, Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016</p>

## **B. DEFINITIONS & ABBREVIATIONS**

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

1. **“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly
  - i. controls, or
  - ii. is controlled by, or
  - iii. is under common control witha Bidder or Member of a Consortium. Any bank or financial institution shall not be considered as Affiliate;
2. **“Administrative Charges”** shall mean payment towards administrative overheads, liaising with other state authorities, visits to the site for plant inspection and commissioning purposes to the Nodal Agency. It shall be equal to 2% of the Project Cost along with the applicable taxes for the PPA capacity;
3. **“Benchmark Cost”** shall mean the benchmark costs as declared by MNRE for FY 2021-22 vide their Office Memorandum No. 318/38/2018-GCRT dated 18<sup>th</sup> August 2021, attached as ANNEXURE – IV: MNRE Benchmark Costs for FY 2020-21. For capacity greater than 500 kW, INR 36 / Watt shall be considered as the Benchmark Cost;
4. **“B.I.S.”** shall mean specifications of Bureau of Indian Standards (BIS);
5. **“Bid”** shall mean the Technical and Financial Proposal submitted by the Bidder along with all documents/credentials/attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
6. **“Bidder(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
7. **“Bidding Consortium or Consortium”** shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid in response to this RFP. Consortium of a maximum of three entities/ members is allowed under this RfP;
8. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
9. **“Bid Security or Earnest Money Deposit or EMD”** shall mean Bid Security Declaration (*To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made*) to be submitted by the Bidder along with the Bid as per clause 3.20;
10. **“Bid Validity Period”** shall mean the period starting from the bid submission date till the six (6) Months from the opening of Financial Bid;
11. **“CEA”** shall mean Central Electricity Authority;

12. **“CERC”** shall mean Central Electricity Regulatory Commission;
13. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
14. **“Competent Authority”** shall mean Managing Director of Nodal Agency, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
15. **“Commissioning”** shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations and as per SCHEDULE-I Scope of Work of PPA, by the Solar Power Developer;
16. **“Commercial Operation Date” or “COD”** shall mean the day when full PPA Capacity of the Project shall be declared commissioned by the concerned authority as per the terms and conditions laid out in PPA;
17. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
18. **“Comprehensive Operation and Maintenance or “Comprehensive O&M”** shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the PPA;
19. **“Control”** shall mean with respect to any Entity means not less than 51% ownership, directly or indirectly, of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise;
20. **“Data Room”** shall mean a web link available to access the google drive, which contain Package wise information of all the proposed Projects in the RfP;
21. **“Day(s)”** shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
22. **“Effective Date”** shall mean the date on which all the condition precedents under the PPA shall be accomplished by the SPD and Procurer;
23. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP;
24. **“Eligible Bidder(s)”** shall mean a Bidder who is qualified as per the eligibility requirement pursuant to this RfP and is called for Reverse Auction process;
25. **“Execution Date”** shall mean date of signing of Power Purchase Agreement between Solar Power Developer and the Procurer;
26. **“Expiry Period”** shall mean the date of expiry of the PPA, which shall not be earlier than the 25 (twenty-five) Operational Years from the COD, unless terminated earlier in accordance with the terms of this Agreement;
27. **“Financial Bid”** shall mean online financial Bid, containing the Bidder’s quoted First Year Tariff as per format given in the RFP;
28. **“First Operational Year”** shall mean the period commencing from the COD and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD;
29. **“Government Authority”** means one or more of the Gol, the GoMP, any local



government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the Gol or the GoMP exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the SPD, the Unit or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement;

30. **“IEC”** shall mean specifications of International Electrotechnical Commission;
31. **“Inspecting Authority”** shall mean the authority designated by the Competent Authority for the said purpose;
32. **“kWp”** shall mean KilowattPeak;
33. **“kWh”** shall mean KilowattHour;
34. **“LICA”** shall mean Letter Inviting Consent for Agreement;
35. **“Lead Member”** shall mean the Bidder itself if it is a single firm, or the member of a Bidder if it is a consortium of two or more firms established during the qualification process for the Project, who has been duly authorized by the other members of the consortium to submit the Proposal and act on behalf of the consortium. In such case, the member of the consortium must submit an Power of Attorney as provided at FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM.  
  
Further, there shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;  
  
Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;
36. **“MPERC”** shall mean Madhya Pradesh Electricity Regulatory Commission;
37. **“MPPMCL / MP DISCOMs”** shall mean Madhya Pradesh Power Management company and its Distribution companies individually or jointly both;
38. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
39. **“Month(s)”** shall mean a calendar month as per the Gregorian calendar;
40. **“MW”** shall mean Mega Watt;
41. **“MWp”** shall mean Mega Watt Peak;
42. **“Nodal Agency”** shall mean the Madhya Pradesh Urja Vikas Nigam Limited, (MPUVNL) Bhopal;
43. **“Operational Year(s)”** the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA;
44. **“Paid-up Share Capital”** means the paid-up share capital as defined in Section 2 of the Company Act, 2013;
45. **“Payment Security Mechanism”** shall have the same meaning as defined in the PPA
46. **“Solar Power Developer or SPD”** shall mean anyone who has accepted the LICA then, enters into a PPA with the Procurer for supply of solar power and has legal ownership of

all the equipment of the Project;

47. **“Power Purchase Agreement or PPA”** shall mean the agreement to be executed between SPD and the Procurer for the supply of Solar Power to the Procurer from the Project commissioned by the SPD. The PPA is attached as ANNEXURE - II to this RFP;
48. **“PPA Capacity”** shall mean the capacity as confirmed by Nodal Agency and mentioned in the PPA for the implementation of Projects for sale of solar power to the Procurer;
49. **“Premise”** shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area which is part of the Procurer’s establishment;
50. **“Procurer(s)”** shall mean the person or company or organization procuring solar power from the SPD at competitively determined tariff under this RFP;
51. **“Project(s)”** shall mean the Grid Connected Solar PV Project(s);
52. **“Project Capacity”** means the capacity of the Projects mentioned in the Data room of this RFP;
53. **“Project Cost”** of a Project shall mean the total cost of the project determined as a multiplication of the Project’s PPA capacity with the applicable Benchmark Cost (as per the applicable Capacity Range);
54. **“Project Group(s)”** shall mean a group of Project(s) as per Clause 2.2 of this RFP;
55. **“Project Company”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with Clause 3.12;
56. **“Prudent Utility Practices”** shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law;
57. **“Rate Validity Period”** shall mean the period for a particular Project Group starting from the date of issuance of LICA for that Project Group till nine(9) Months from the issuance date of LICA. It may be extended further for a period of three (3) Months with mutual consent between the Nodal Agency and the Successful Bidder of a Project Group;
58. **“RESCO”** shall mean a person or an entity, which is in the business of supplying power generated through Project installed in the Premise of the Procurer on mutually agreed terms;
59. **“RESCO Model”** shall mean where the Bidders intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of solar power;
60. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it;
61. **“Scheduled Commercial Operation Date” or “SCOD”** shall mean nine (9)Months from the Effective Date as defined in the PPA;
62. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other

applicable governing law;

- 63. “Successful Bidder(s)”** shall mean the Eligible Bidder(s) quoted the lowest RA L1 Tariff selected by Nodal Agency for each Project Group pursuant to this RFP for implementation of Projects as per the terms and condition of the RFP Documents, and to whom LICA has been issued;
- 64. “Term of PPA”** shall mean the period from the Execution Date until the Expiry Date;
- 65. “Year”** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;

## **C. INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this RFP are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this RFP, they shall be interpreted in a harmonious manner so as to give effect to each part.

## **SECTION-I: INTRODUCTION**

### **1. INTRODUCTION:**

- 1.1.** Request for Proposal for Discovery of Tariff & Selection of SPD for Implementation of **Eighteen**(18) MW of Grid Connected Roof Top Solar PV Systems, for Sale of Solar Power under RESCO Model, at various locations in the state of Madhya Pradesh, India, in accordance with MNRE/ MPERC/ concerned distribution licensee norms.
- 1.2.** The Bidder(s) are advised to read carefully all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. Nodal Agency reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All the responsive bidders meeting the eligibility criteria shall be treated at par. Financial Bid of only the Eligible Bidder(s) shall be opened.
- 1.3.** Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works SPD shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFP and PPA conditions.

## **SECTION-II: BID DETAILS**

### **2. BID DETAILS:**

- 2.1.** The bidding process is for Implementation of approximate **Eighteen** (18) MW capacity of Grid Connected Roof Top Solar PV Systems, for Sale of Solar Power under RESCO Model, at various locations in the state of Madhya Pradesh, India.
- 2.2.** Bidder shall be required to Bid in one or more Project Groups as mentioned in ANNEXURE - III: LIST OF PROJECT GROUPS. The Bidders are advised to understand and satisfy themselves in regards with the detail provided about the various Projects Groups in Annexure – III.
- 2.3.** A Bidder must bid for a minimum of one (1) Project Group. A Bidder can bid for all Project Groups subject to fulfilment of Eligibility Criteria as mentioned in Clause 3.10.
- 2.4.** Bidder shall be required to quote the First Operational Year Tariff (“Quoted Tariff”) in the Financial Bid which shall be inclusive of all charges, taxes and duties, considering the provisions of escalation of 3% at the start of each Operational Year (second (2) Operational Year onward) till the start of 25<sup>th</sup> Operational Year. The Quoted Tariff shall be in (Rupees/Unit) up to three(03) decimal place.
- 2.5.** Bidder should ensure compliance to the Ministry of New and Renewable Energy’s ALMM guidelines issued vide O.M. F. No. 283/54/2018-Grid Solar–Part (1) and provide an undertaking for the same as per FORMAT 16: UNDERTAKING for ALMM GUIDELINES.
- 2.6.** A Data Room has been created which contains site wise details on estimated rooftop and ground area, DTR capacity, average consumption, contracted demand, estimated capacity, location, etc. for each site. It also has the past electricity bills for such site. The access to data room can be obtained as per the details given in the RfP Clause 3.1.
- 2.7. Key Dates**

S. No.	Tender Stage	Date	Time (Hrs.)
1.	Purchase of RFP Start Date	29.10.2021	1800
2.	Online Pre-Bid Meeting	17.11.2021	1100
3.	Last Date for Submission of Comments/ Clarification on RFP and its Annexures	15.11.2021	1800
4.	Online Bid Submission Start Date	22.11.2021	1100
5.	Online Bid Submission End Date	29.11.2021	1800
6.	Mandatory Submission Hard Copy of Bid (except Financial Bid)	02.12.2021	1800
7.	Technical Bid & Bid Security Declaration Opening Date	06.12.2021	1100

<b>S. No.</b>	<b>Tender Stage</b>	<b>Date</b>	<b>Time (Hrs.)</b>
8.	Financial Bid Opening Date (L1 Rate)	13.12.2021	1200
9.	E-Reverse Auction Date*	14.12.2021	1200

**2.8.** Successful Bidder shall pay Administrative Charges to the Nodal Agency. The payment has to be made by the Successful Bidder in the form of Demand Draft/ Transfer through RTGS / NEFT, before the award of work.

## **SECTION-III: INSTRUCTIONS TO THE BIDDER**

### **3. INSTRUCTIONS TO THE BIDDER:**

- 3.1.** The total capacities in this tender has been grouped into different Project Groups. Bidders can place bid for one or multiple Project Groups by paying the Tender fee once at [www.mptenders.gov.in](http://www.mptenders.gov.in). Bidder who pays Bid processing fee will be eligible to view documents uploaded in the Data Room for all the Project Groups. To gain access to this shared folder, Bidders shall send email to [resco4.mpuvn@gmail.com](mailto:resco4.mpuvn@gmail.com) from aGmail address, along with proof of payment of Bid Processing Fee and other associated charges to the Nodal Agency. The access to the Data Room shall be provided to that Gmail address until the online bid submission deadline.
- 3.2.** Distribution and usage of data provided in the Data Room for any purpose other than for this tender is strictly prohibited. The Bidder shall not be allowed to by-pass the Nodal Agency to approach the procurer or designated authorities for the sites listed in the Data Room for two (2) years from the bid submission date. Such actions will lead to the debarment and blacklisting of the Bidder(s) from this and any new tenders by the Nodal Agency.
- 3.3.** Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:
- a) Bidder shall establish either net-worth or turnover as required under this RFP.
  - b) In-case Bidder/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then the same relationship with the Affiliate by the Bidder shall continue at least for the period of First Operational Year of each Project under the Project Group. Further, Affiliate of Bidder and member of Consortium shall furnish information as sought in FORMAT 9 and FORMAT 12.
- 3.4.** A Bidder shall not have a conflict of interest for the bid Project Group. Bidder(s) shall be disqualified in the Project Group(s) where it has conflict of interest. In a particular Project Group, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
- a) A Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium.
  - b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of Nodal Agency regarding this bidding process.
- 3.5.** Nodal Agency have rights to annul/cancel the bid of Bidders who will take any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with Nodal Agency during preparation of RFP and PPA.
- 3.6.** Instruction to Bidders on E-Tendering



- a. For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://mptenders.gov.in/>. Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest.
- b. Tender documents can be downloaded from website <https://mptenders.gov.in/> free of cost. Bidders need to submit the Tender Fee on or before the time of online submission of the bid. The access to data room shall be provided only to those Bidders who have paid the Bid Processing Fee. Please note that it may require few Days for granting access of Data Room to Bidders.
- c. Service and gateway charges shall be borne by the Bidders.
- d. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E-Procurement system (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra, etc).
- e. For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://mptenders.gov.in/>. Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
- f. The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
- g. If Bidder is participating for the first time in e- tendering, then it is advised to fulfill all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- h. Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
- i. Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/>.
- j. Nodal Agency shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- k. Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
- l. The Bid Security Declaration / EMD should not be paid online. On the “EMD exemption” page:
  - i. Bidders will receive a prompt stating “Are you submitting EMD through BG/ST or Exempted from EMD payment: Yes/No”; select “Yes”
  - ii. Bidders will receive a prompt stating “If yes, provide the exemption type: Percentage/Amount”; select “Percentage”.
  - iii. In the “Percentage/Amount” field, fill in “100”.

- iv. Then upload the scanned copy of Bid Security Declaration under the “Upload EMD exemption document” heading.
  - m. After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.
- 3.7.** The Bidders shall have to submit their Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 2.7. Technical Bid containing original (downloaded) RFP along with Annexures, formats, relevant document/ certificates etc. duly sealed and signed Bid Security Declaration (*To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made*) should reach to the office undersigned by the Key Dates.
- 3.8.** For any type of clarification, Bidders can visit <https://mptenders.gov.in/> and can call at 24\*7 help desk contact no.0120-4001 002/005 which is also mentioned in the website. Bidder can also send email to “support-eproc@nic.in”.

### **3.9. ELIGIBILITY CRITERIA**

#### **3.9.1. GENERAL**

The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with FORMAT 2.

Bidder or any member of Consortium having been blacklisted by Nodal Agency or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.

Bidder or Consortium shall be ineligible for participation in this RFP in following cases:

- i. If Bidder or any member of consortium has not performed satisfactorily in the Work Order(s) of Nodal Agency, leading to cancellation of Work Order(s) of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded to them in last five (5) Years. An undertaking in this regard shall be submitted by the Lead Bidder on his letterhead, duly signed by the authorized representative of the bidding entity.
- ii. If Bidder or any member of consortium is involved in litigation or arbitration with Nodal Agency arising out of work completed or under execution by it, of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded in last five (5) Years. . An undertaking in this regard shall be submitted by the Lead Bidder on his letterhead, duly signed by the authorized representative of the bidding entity.

Bidder will be required to furnish an undertaking in this regard as per the  
FORMAT 15: UNDERTAKING

**3.9.2. FINANCIAL ELIGIBILITY CRITERIA:**

The Bidder should have either minimum Net Worth of INR eighty (80) lakhs per MW or MW or Turnover of INR Two Crores Forty lakhs (2.4) Crores per MW of connected rooftop Solar PV Project for Project Group, subject to provisions of Clause 3. In case a Bidder is submitting bid for two or more Project Groups, then financial requirement shall be met on cumulative basis by adding individual financial requirement for each Project Group for which Bidder is participating. In case of Consortium, Net worth or Turnover should be fulfilled jointly by members of consortium. The exact Project Group wise financial eligibility criteria is provided in the

**ANNEXURE - III: LIST OF PROJECT GROUPS.**

- i. The capacities, net worth & turnover requirement under all the categories are as mentioned in the .
- ii. ANNEXURE - III: LIST OF PROJECT GROUPS
- iii. Refer to the Project Group Summary table at .
- iv. ANNEXURE - III: LIST OF PROJECT GROUPS.

The Computation of Net Worth shall be based on unconsolidated audited annual accounts of either for FY 2018-19 or FY 2019-20, whichever is latest. The formula of calculation of net-worth & turnover shall be as per Companies Act 2013.

Whereas bidders using turnover criteria should have minimum average turnover of INR Two Crores Forty lakhs (2.4) Crores per MW of connected rooftop Solar PV Project for Project Group during the last three (3) years.

In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net-worth shall be equal to Partner's Capital in case of a Partnership Firm/ Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves)

**Note:**

- i. All requisite documents, such as Balance Sheet, P&L Account, Schedules etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder claim for meeting the Financial Eligibility Criteria shall require to be submitted.
- ii. It is essential to submit Financial Eligibility Criteria requirement and undertaking form as attached in FORMAT 8 and FORMAT 10 of this RFP document.
  - a) For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of Financial Eligibility requirements provided the Bidder has at least twenty six percent (26%) equity and control in each company whose accounts are merged in the audited consolidated accounts.
  - b) Bidder shall furnish documentary evidence as per the FORMAT 9, duly certified

by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.

- c) Bidder can use its own financial strength or of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
- d) In case of Consortium, Financial Eligibility Criteria has to be met jointly by Lead Member or its Affiliate.
- e) Bidders shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility as perFORMAT 14: DECLARATION. If the declaration to above effect is found to be false, the eligibility would be considered null and void.

### **3.10. CHECK-LIST:**

To ensure that the online and hard copy submission of RFP is complete in all respects, checklists for Envelope- I and Envelope- II are required to be duly tick marked/filled for the enclosures which are attached with the RFP document. The main envelope should only contain Envelope-I and Envelop-II in sealed condition. The requisite documents required are indicated in the checklists. It is essential for the Bidders to submit checklists duly sealed and signed with its corresponding envelope. However, this checklist is indicative, and Bidder shall be responsible for meeting all information requirement as per provisions of this RFP.

### **3.11. INCORPORATION OF A PROJECT COMPANY:**

- a. In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, it would be mandatory to incorporate a Project Company in order to sign the PPA; the said Project Company has to be formed within thirty (30) Days from the issuance of LICA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.
- b. The aggregate equity shareholding of the Successful Bidder in the issued and paid up share capital, and the voting rights and control of the Project Company shall not be less than fifty one percent (51%) up to completion of First Operational Year.
- c. Further, any member of the consortium or Partner in a Partnership firm or an LLP, shall maintain individual equity in newly formed Company of, at least, 51% of its share in the bidding consortium or in the partnership deed, as the case may be, submitted along with the Bid, up to completion of First Operational Year.
- d. The Affiliate of a Successful Bidder whose financial credentials have been relied upon by the Successful Bidder to demonstrate Financial Eligibility, is also permitted to execute the PPA by itself or by forming an SPV, as the case may be. In such cases, all the obligations and liabilities of the Successful Bidder as set out in the Bid Documents shall apply to the Affiliate.
- e. In the event that the Successful Bidder, which is a single Entity, chooses not

to incorporate any Project Company, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall not decrease their ownership below 51% until the expiry of a First Operational Year. If the successful bidder forms a Project Company (SPV), the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall continue to hold up to 51% of the total ownership of the Project Company (SPV), from the date of incorporation of SPV until the completion of First Operational Year.

- f. Any change in ownership and liabilities after First Operational Year shall be permissible, however SPD should inform Nodal Agency in writing within 30 Days of change in ownership.

### **3.12. BID SUBMISSION BY THE BIDDER:**

- a. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.
- b. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency within the timeline provided by the Nodal Agency may be a ground for rejecting the Bid(s).
- c. Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by authorised representative of the Lead Bidder. Strict adherence to the documents required to be submitted in Envelope – I, as per clause 3.15 shall be ensured, failure on this account may lead to rejection of Bid.
- d. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of Nodal Agency and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.
- e. The bidding Company should designate authorised representative but not more than three (3) person to represent the bidding Company in its dealings with Nodal Agency. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The bidding Company should submit, along with Bid, a Power of Attorney (*To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made*) in original as per FORMAT 7, authorizing the signatory of the Bid.

### **3.13. CLARIFICATIONS AND PRE-BID MEETING:**

- a) The Bidder may seek clarifications or provide comments on RFP in writing, through a letter at Nodal Agency's given address or through ane-mailresco4.mpuvn@gmail.com on or before the date and time mentioned in Key Dates as per Clause 2.7.
- b) The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by Nodal Agency.
- c) The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including in particular, issues raised in writing and submitted by the Bidder
- d) Nodal Agency is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

### 3.14. BID DOCUMENTS:

BID FORMATS: The Bid in response to this RFP shall be submitted by the Bidder in the manner provided in the RFP. The Bid shall comprise of the following:

- a) **ENVELOPE- I (COVERING LETTER, TENDER FEE TRANSACTION STATEMENT, BID SECURITY DECLARATION, .**
- b) **ANNEXURE - III: LIST OF PROJECT GROUPS&DATA ROOM SUMMARY):**

The following documents are to be submitted in physical form (hard copy) and the scanned self-attested copies have to be uploaded online in the appropriate cover folder on the portal:

  - Covering Letter as per prescribed FORMAT 1
  - Tender Fee Transaction statement
  - Bid Security Declaration of required value as mentioned in Clause 3.20, and FORMAT 4, if applicable;
  - Signed and stamped copy of the latest summary table from the Data Room
- b) **ENVELOPE- II TECHNICAL DOCUMENTS:** The following documents are to be submitted in physical form (hard copy) and the scanned self-attested copies of the following documents have to be uploaded online in the appropriate cover folder on the portal:
  - FORMAT 1: COVERING LETTER for submission of Bid.
  - General particulars of Bidder as per FORMAT 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
  - Bidder's composition and ownership structure as per prescribed FORMAT 3 as shareholding certificate for a Company/Partner contribution for an LLP certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable).
  - Original power of attorney (To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in

the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013).

- FORMAT 8 for meeting Financial Eligibility Requirements along with all supporting documents.
- FORMAT 9, if applicable, supported by Board Resolution of the Affiliate.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per FORMAT 10, as applicable.
- FORMAT 12 for Consortium Agreement, if applicable.
- FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM.(To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made)
- FORMAT 14: DECLARATION



- **FORMAT 15: UNDERTAKING**
- Signed and stamped Copy of the finalized RFP after and including all the amendments & clarifications by authorised signatory of Company on each page.
- Signed and stamped copy of minutes of pre-bid meeting.

### **3.15. METHOD OF BID SUBMISSION**

- a) Bidders are required to submit Technical Bid, along with all relevant documents as detailed in Clause 3.15 above, in respective envelopes sealed under a single cover envelope. They shall be submitted in physical form on or before the Bid Deadline: -
- (i) Envelope-I (Covering letter, Tender Fee Transaction Statement, Bid Security Declaration and.
  - (ii) ANNEXURE - III: LIST OF PROJECT GROUPS & Data Room Summary)
  - (iii) Envelope-II (Remaining documents along with the Financial Eligibility documents)
- b) Additionally, the Bidders shall be required to submit scanned copies of following documents online:
- (iv) Bid Security Declaration (*To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made*);
  - (v) Tender Fee Transaction Statement;
- c) **Financial Bid shall be submitted only through online mode with due encryption.**

The Bidder has the option of sending Technical Bid (Envelope I and Envelope II) either by registered post or by speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. Nodal Agency shall not be responsible for any delay in receipt of the Technical Bid (Envelope I and Envelope II). It should be noted that except online Financial Bid, no other envelope/ document should contain any information/document relating to Financial Bid. Nodal Agency shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

All pages of the Bid, except for the Bid Security Declaration, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it has to be signed by the authorized signatory of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder.

### **3.16. BID DEADLINE:**

- 3.16.1. The Bidder should submit the online and physical documents of the Bid on or before the time schedule mentioned in Bid Information Sheet.



### **3.17. BID VALIDITY PERIOD:**

The Bid shall remain valid for a period of six (6) Months from the date of opening of Financial Bid. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter Inviting Consent for Agreement (“LICA”), Nodal Agency shall take actions against the Bidder as per relevant clause of the RfP and as deemed necessary. The date of issuance of LICA shall be intimated by the Nodal Agency to the Successful Bidder. In exceptional circumstances if LICA is not issued to the Successful Bidder(s) during the Bid Validity Period, the Nodal Agency may solicit the Bidder's consent to extend the Bid Validity Period. In such circumstances, the Bid Security Declaration provided shall also be suitably extended by the Successful Bidder.

### **3.18. COST OF BIDDING:**

The Bidder shall bear all the costs associated with the preparation and submission of Bid, Nodal Agency in any case will not be responsible or liable for these costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though Nodal Agency may elect to modify/withdraw the invitation of Bid.

### **3.19. BID SECURITY DECLARATION:**

As per Ministry of Finance order dated 12<sup>th</sup> November, 2020, Sr. No.4 which states that *“In view of above, it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents”*. Hence for bidding in this RfP, Bid Security/EMD will be exempted. The Bidder shall submit the declaration of bid security as per FORMAT 4 of the RfP as part of its response to the RfP. By submission of this declaration, the bidder hereby accepts that if it withdraws or modifies its response to RfP during the Bid Validity Period, it will be suspended/banned from bidding in future MP Government tenders for a period of 2 years from the date of default as notified by MP Urja Vikas Nigam Limited (MPUVNL). Also, MPUVNL will recommend Government of India/Respective State Governments to bar such entities/companies in participating in any Central Government Tenders/PSU Tenders/State Govt. tenders.

Further, provisions of this Clause 3.19 will be triggered on occurrence of any of the following events:

- a) If a Bidder withdraws/revokes or cancels or unilaterally varies his Bid in any manner during the Bid Validity Period.
- b) If Successful Bidder fails to accept the LICA or doesn't submit the PBG of needful

value.

- c) If Successful Bidder fails to sign or refuses to execute PPA within the indicated time unless the default / delay is due to Procurer.
- d) If the Administrative Charges are not submitted.

3.19.1. Bidders placing Bid for more than one Project Group shall be required to furnish individual Bid Security Declaration for each Project Groups.

3.19.2. Bid Security Declaration shall be furnished by every Bidder including MSMEs or any Govt./ semi Govt./ PSU organizations/ agencies. The initial validity of Bid Security Declaration shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder within seven (7) Days from the instruction issued by the Nodal Agency during the Bid Validity Period.

3.19.3. Bid Security Declaration shall be returned to all Bidders except Successful Bidder, within fifteen (15) Days from date of submission of PBG by the Successful Bidder(s) or within three (3) Months of Reverse Auction date, whichever is earlier. The Bid Security Declaration of the Successful Bidder shall be returned after submission of PBG and acceptance of LICA.

### **3.20. OPENING OF BID:**

Technical Bid (Envelope I and Envelope II) of the Bidder shall be opened at the time mentioned in Key Dates at the venue indicated in this RFP.

### **3.21. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:**

This RFP may be withdrawn or cancelled by the Nodal Agency at any time without assigning any reasons thereof. In such cases, submitted Bid Security will be returned to all respective bidders. The Nodal Agency further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

The Nodal Agency reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the Nodal Agency shall have no liability towards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process.

Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope – I, as per SECTION VI: CHECKLIST shall be ensured, failure on this account may lead to rejection of Bid.

Nodal Agency reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by Nodal Agency will be full and final.

### **3.22.ZERO DEVIATION:**

This is a zero-deviation bidding process. Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Conditional Bid or Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.

### **3.23.EXAMINATION OF BID DOCUMENT:**

Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of RFP/ Agreement, and other details relating to envisaged work as per the RFP.

The Bidder shall be deemed to have examined the RFP and Agreement, to have obtained information on all matters whatsoever that might affect the execution of the Project activity and to have satisfied himself as to the adequacy of his Bid. The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies, he has to complete in accordance with the RFP.

Bidder is advised to submit the Bid on the basis of conditions stipulated in the RFP. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in RFP shall not be accepted by Nodal Agency and shall invite rejection of such Bid(s).

Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RFP or its amendments, if any.

The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty five (25) Operational Years.

### **3.24.CHANGE IN LAW**

3.24.1."Change in Law" means the occurrence of any of the following events after the Bid Deadline resulting into any additional recurring/ non-recurring expenditure by the SPD or any income to the SPD:

- a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- b) change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- c) the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- d) change in any Consents, approvals or licenses available or obtained for the Project,

otherwise than for default of the SPD, which results in any change in any cost of or revenue from the business of selling electricity by the SPD to Procurer under the terms of the PPA;

- e) a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the SPD;
- f) change in the Rules, Regulations, Orders or any document issued or released by the CERC/ CEA/ MPERC/ MPPMCL/ MP DISCOMs or any other Government Authority;
- g) any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by SPD as per the terms of the PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the SPD, or (ii) change in income taxes applicable for the SPD.

### **3.25. TAXES AND DUTIES:**

The Financial Bid should include all taxes and duties etc., if any. SPD shall be entirely responsible for all taxes, duties, license fees, etc. All taxes shall be payable by the SPD. It is clarified that Electricity Duty payable under Madhya Pradesh Vidyut Shulk Adhinyam, 2012 or its successor, would be paid by the Procurer. However, if any new change in tax/duty and cess is effected in the period after the Bid Deadline till the Execution Date, the same will be passed on by the SPD to the Procurer as determined by the Competent Authority.

### **3.26. IMPACT OF CHANGE IN LAW:**

Any impact due to a 'Change in Law' event for the duration from Bid Deadline till the Execution Date shall be passed on as a change in Quoted Tariff after the project completion.

### **3.27. PROGRESS REPORT:**

The SPD shall submit Quarterly progress report to Nodal Agency from the Effective Date of first PPA till the COD of last PPA of the Group allotted to him in the prescribed format as mentioned in ANNEXURE – I : PROGRESS REPORT FORMAT. Nodal Agency shall have the right to depute his/their representatives to ascertain the progress at the premises of work of the SPD.

### **3.28. FORCE MAJEURE:**

For purpose of this RFP, force majeure shall mean an event beyond the control of the SPD and not involving his fault or negligence and not foreseeable, in its contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction, fright embargoes, site clearance, etc. Whether a force majeure situation exists or not, shall be decided by Nodal Agency and its decision shall be final and binding on the SPD and all other concerned.

In the event that the SPD is not able to perform his obligations under this

Agreement on account of force majeure, he will be relieved of his obligations during the force majeure period.

If a force majeure situation arises, the SPD shall promptly notify Nodal Agency and Procurer both in writing, not later than three (3) Days from the date such situation arises (in case, communication is not possible to Nodal Agency, SPD shall notify Nodal Agency not later than one (1) Days from the day when communication system will be restored). The SPD shall notify Nodal Agency and Procurer not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, Nodal Agency shall decide and grant suitable additional time for the completion of the work, if required.

Failure of such SPD in timely intimating Nodal Agency will suspend its right for any relief otherwise eligible under such force majeure conditions.

### **3.29. APPLICABLE LAW:**

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

### **3.30. SETTLEMENT OF DISPUTE:**

If any dispute of any kind whatsoever arises between Nodal Agency and the SPD/ Successful Bidder in connection with or arising out of this RFP including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within forty five (45) Days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration conducted under the provisions of the "Madhya Pradesh Madhyastha Adhikaran Adhiniyam, 1983". The decision of MP Madhyastha Adhikaran Adhiniyam shall be final and binding upon the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of MP. No arbitration proceedings will commence unless such notice is given.

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

Cost of arbitration shall be borne as per the award of the arbitration.

### **3.31. LANGUAGE:**

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in Hindi/ English Language. The Agreement and all correspondence between the Nodal Agency and the Bidder shall be in Hindi/ English language.

### **3.32. AMENDMENT:**

Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Bidder are advised to follow and keep track of Nodal Agency website for updated information till the selection of Successful Bidder. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.

### **3.33. SEVERABILITY:**

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

### **3.34. PRICE PREFERENCE:**

There is no relaxation in terms of any conditions of the RFP or Processing Fee or Bid Security or PBG for any private company or State or Central company/agency.

### **3.35. TAX EXEMPTIONS:**

Nodal Agency will extend possible cooperation to Successful Bidder(s)/ SPD(s) in availing any tax exemptions available under any Policy/Scheme of Central or State Government. However, the responsibility of availing any such exemptions, if any, would rest with the Successful Bidder(s)/ SPD(s).

### **3.36. FRAUD AND CORRUPTION**

The Bidder(s)/ Successful Bidder(s)/ SPD(s), suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:

- I. Defines, for the purpose of this provision, the terms set forth below as follows:
  - (i) **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to



influence improperly the actions of a party;

(v) **“obstructive practice” is**

aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Nodal Agency’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

**or**

ab) acts intended to materially impede the exercise of the Nodal Agency’s inspection and audit rights.

- II. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- III. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- IV. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Nodal Agency to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Nodal Agency.

### **3.37. DEBARRED FROM PARTICIPATING IN NODAL AGENCY’S TENDER**

Nodal Agency reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidder may be debarred from participating in Nodal Agency’s any future tender/ RFP for a period as decided by the Competent Authority.

## **SECTION IV: BID EVALUATION**

### **4. BID EVALUATION:**

#### **4.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING THREE STEPS:**

- a. Step I-Responsiveness check of Technical Bid and evaluation of Bidders' fulfilment of Eligibility Criteria described in SECTION-III: INSTRUCTIONS TO THE BIDDER.
- b. Step II-Evaluation of Financial Bid
- c. Step III -Selection of Successful Bidder

#### **4.2. RESPONSIVENESS CHECK OF TECHNICAL BID:**

4.2.1. The Technical Bid submitted by Bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered "Non-responsive" and liable to be rejected, at the sole discretion of Nodal Agency, subject to sufficient justification:

- a. Bid not submitted in prescribed envelop format.
- b. Bid that are incomplete, i.e. not accompanied by any of the applicable and required formats;
- c. Bid not accompanied by contents of Envelope – I and Envelope – II as mentioned in SECTION VI: CHECKLIST.
- d. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- e. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
- f. Information not submitted in the formats specified in this RFP;
- g. Bid being conditional in nature;
- h. Bid not received by the Bid Deadline;
- i. Bid having conflict of interest;
- j. Bidder makes any misrepresentation;
- k. Any other act of Bidder which may be unlawful for the purpose of this RFP.
- l. Bid submitted is not in requisite format(s).

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

#### **4.3. ELIGIBLE BIDDER(S) SELECTION METHODOLOGY:**

4.3.1. Responsive Bidder(s) shall be evaluated at this stage.

4.3.2. Bidder(s) who meet either Net-Worth or Turnover criteria of a Project Group would be termed as Eligible Bidder(s) for that Project Group.

4.3.3. Financial Bid of Eligible Bidder(s) would be opened. All



Bidder(s) qualifying Financial Eligibility Criteria shall be placed as equal.

#### **4.4. DISCLOSURE OF LOWEST TARIFF**

- 4.4.1. The Financial Bid of Eligible Bidder(s) with lowest Quoted Tariff for each Project Group i.e., L1 Tariff shall be opened on [www.mptenders.gov.in](http://www.mptenders.gov.in) portal without disclosing the name of Bidder. Also, other Bidders' identity and bid rates would not be revealed.
- 4.4.2. The ceiling tariff for each Project Group is INR 4.5/ kWh.
- 4.4.3. Bidder(s) shall not be allowed to quote Quoted Tariff higher than the ceiling tariff.
- 4.4.4. Portal will automatically mail the Reverse Auction log-in credentials, date and timing to all the Eligible Bidder(s) for each Project Group.
- 4.4.5. For each Project Group, Reverse Auction will start from the L1 Tariff discovered for that Project Group.

#### **4.5. E-REVERSE AUCTION PROCESS**

- 4.5.1. The Bidder(s) should go through the Business Rules/Guidelines given below:

These Business Rules/Guidelines are intended to guide the Bidders about the Reverse Auction process, evaluation criteria of their bids in RA, criteria for award of PPA, confidentiality requirements and binding nature of bids made by them at the Reverse Auction.

- a. Reverse Auction will be carried out online at e-procurement portal of NIC/ Government of Madhya Pradesh [www.mptenders.gov.in](http://www.mptenders.gov.in).
  - b. The User ID and password for online Reverse Auction shall be same as used in online bidding process/provided at the time of Bidder's registration.
  - c. Reverse Auction shall be carried out amongst the Eligible Bidder(s) of each Project Group.
- 4.5.2. General Procedure of Reverse Auction for each Project Group:
    - a. Reverse auction will start automatically at L1 Tariff for each Project Group at the designated time after the financial bid opening.
    - b. Bidder will be able to see the L1 Tariff of the Project Group(s) in which Bidder has participated through a single window.
    - c. Minimum duration of Reverse Auction would be configured as two (2) hours. If there is any change in the bid rate during the last ten (10) minutes (termed as Maximum elapsed time), further window of ten (10) minutes would be provided for RA. This would continue for every new period of ten (10) minutes wherein L1 Tariff changes.
    - d. Each Bidder's name will be hidden (indicated as 3 dots "...") throughout the Reverse Auction. At any point, every Eligible Bidder(s) will be able to see prevailing L1 Tariff and its own last bid rate.
    - e. The minimum bid decrement value is kept with a step size of Rs 0.005 by which Eligible Bidder(s) needs to decrease its price while participating in the Reverse Auction.
    - f. The Eligible Bidder(s) for RA can thereupon start bidding in an iterative

process, wherein the prevailing L1 Bidder at any given moment can be displaced by an even lower L1 Tariff with any multiples of the minimum bid decrement value. However, any such fresh bid would also be subject to a maximum decrement of 5% of the prevailing L1 bid rate or rupees 0.005, whichever is higher. All Eligible Bidders can view the start price/base price for RA.

- g. In the Reverse Auction, Bidder has to offer only one price for a Project Group. In case if Bidder wants to decrease its rate at any stage during Reverse Auction process within maximum elapsed time, it can be done only by bidding lower than the then L1 Bidder and becoming the new L1 Bidder (Beat the L1 Tariff mechanism).
  - h. Maximum elapsed time would be 10 minutes, during which, if there is any reduction than the prevailing L1 bid rate, auction would get extend further for 10 minutes. It is clarified that,
    - i. Irrespective of number of instances when L1 bid rate is reduced during a particular window of elapsed time, auction would get extended for another one window of 10 minutes only.
    - ii. For every tariff which beats prevailing L1bid rate, it would appear in auction trail with 3 dots (...) with respective bid rate.
  - i. For each Project Group, if the L1 Tariff remains unchanged over the window of maximum elapsed time, Reverse Auction would be completed. Auction trail, covering the initial 2 hours of the Reverse Auction and the extended window(s) of 10 minute each will reveal L1 name in place of 3 dots (...), alongside their lowest L1 bid rate.
  - j. Reverse Auction summary would mention last quoted bid rate by every Eligible Bidder who has changed the Quoted Rate during the Reverse Auction. Hence, for theEligibleBidder(s) to get listed in the Reverse Auction summary, it is necessary for the Bidder to have been L1 at the certain stage during the Reverse Auction.
- 4.5.3. Further, there would be a Tender Summary which mentions the rates quoted by each EligibleBidder at the tender stage.
- 4.5.4. The Eligible Bidder that quotes the last and the lowest L1 Tariff (“**RA L1 Tariff**” or “**Discovered Tariff**”) in the Reverse Auction shall become the Successful Bidder of the Project Group.
- 4.5.5. In case no Eligible Bidder(s) changed the Quoted Tariff during the Reverse Auction and the it gets completed in two (2) hour, Eligible Bidder with L1 Tariff shall be selected as Successful Bidder and his tariff shall be considered as RA L1 Tariff or Discovered Tariff.
- 4.5.6. On the basis of the Auction Summary and Tender Summary, the Eligible Bidder(s) would be placed in the ascending order of their last quoted bid rates.
- a. Eligible Bidder with RA L1 Tariff will be top on the list followed by the other Eligible Bidder in the Auction Summary based on increasing order of their last

quoted rates during the Reverse Auction.

- b. In case Eligible Bidder(s) has not changed the bid rates during the Reverse Auction, such Eligible Bidder(s) would be considered from the Tender Summary based on their Quoted Tariff in the Financial Bid.

#### **4.6. AWARD OF CONTRACT TO SUCCESSFUL BIDDER**

- 4.6.1. Nodal Agency shall issue a LICA to the Successful Bidder(s). The date of issuance of LICA shall be intimated by the Nodal Agency to the Successful Bidder(s).
- 4.6.2. The Successful Bidder(s) has to sign the LICA and submits the same along with PBG of required value from the issuance of LICA for each Project Group separately. The Nodal Agency reserves the right to annul/cancel the LICA of the Successful Bidder(s). In such cases, the Bid Security Declaration of the Successful Bidder(s) shall be returned within thirty (30) days of the cancellation date. It is to clarify that if the Successful Bidder is selected to execute the Project under more than one Project Group, the PBG shall be submitted separately for each Project Group.
- 4.6.3. The SPD shall furnish PBG of INR Nineteen (19) lakh/ MW or part thereof from a nationalized/ scheduled bank with a validity till fourteen (14) Months from the Execution Date of PPA in the form of:

FDR in favour of M.P. Urja Vikas Nigam Ltd., Bhopal A/C of bidder

OR

Bank Guarantee as per prescribed FORMAT 5

- 4.6.4. In case Nodal Agency annuls/ cancels the LICA issued to the Successful Bidder(s) due to its non-compliance, Nodal Agency shall offer the part / complete capacity of the incomplete Projects in the Project Group(s) to other Successful Bidder(s) in the decreasing order of their Net Worth, based on which bidder has declared his financial eligibility criteria.. The Nodal Agency shall then provide LICA to the Successful Bidder who is interested to perform the task under this tender at RA L1 Tariff of the annulled / cancelled Project Group.
- 4.6.5. In case none of the Successful Bidder(s) is interested in taking the Project Group, then Nodal Agency may cancel the Project Group completely / partially at its sole discretion.
- 4.6.6. In case, within the Rate Validity Period, any organization or entity proposes to have Project under RESCO Model (new sites which are not listed in ANNEXURE - III: LIST OF PROJECT GROUPS), Nodal Agency shall offer new Project to Successful Bidder of the Project Group, at the same RA L1 Tariff, with firstly similar type of Procurer and then based on the size of the Project. Nodal Agency's decision would be final and binding to all the stakeholders.

**To bring more clarity:** Similar type of Procurer means, if the earlier procure is Central Government entity, then the new Procurer must be a Central Government entity;

#### **4.7. SIGNING OF PPA**

- 4.7.1. The Nodal Agency, Successful Bidder and the Procurer shall ensure that the PPA is signed within forty-five (45) Days of acceptance of LICA on the basis of Project Capacity as indicated in the Data Room.

- 4.7.2. Any delay beyond forty-five (45) Days in signing of PPA from the date of acceptance of LICA with the Successful Bidder(s), Procurer's Project shall be excluded from further deliberations. In such cases, as determined by the Competent Authority of the Nodal Agency, the Successful Bidder shall be allowed to replace the PBG with the appropriate amount for the revised capacity.
- 4.7.3. The Procurer shall be required to setup the Payment Security Mechanism as per the PPA.
- 4.7.4. Any delay occurring beyond forty-five (45) Days in signing of PPA from the acceptance of LICA due to the reason attributable to the Successful Bidder(s), shall be considered as Refusal to execute the PPA and clause 4.8 shall be applicable.
- 4.7.5. An extension may be provided to the parties if there is a delay beyond forty-five (45) Days from the acceptance of LICA, as determined by the Competent Authority of the Nodal Agency.

**4.8. REFUSAL TO EXECUTE THE PPA AND PENALTY**

In a situation wherein, Successful Bidder(s) refuses to execute a PPA of the Project within a Project Group for which it has accepted and signed the LICA, PBG shall be forfeited and the LICA shall be annulled / cancelled for the refused Project(s). However, Successful Bidder(s) shall not be penalized for the rejection of sites offered as per Clause 4.6.6. In both the cases the similar Project(s) shall be grouped by the Nodal Agency and offered in the manner described in Clause 4.6.4.

## **SECTION V: SCOPE OF WORK**

### **5. Details of Works**

- 5.1.** Designing, engineering, finance, supply, installation, testing and Commissioning of various capacities of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O&M for period of twenty five (25) Operational Years for Sale of Solar Power. SPD would have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee/ CEIG, as applicable. Comprehensive O&M for twenty-five (25) Operational Years shall be required for each of the Project.
- 5.2.** Successful Bidder(s) shall be responsible for all the works related to Commissioning and operation for twenty-five (25) Operational Years of each Project. Procurer or Nodal Agency shall not be responsible to pay or increase in tariff for any work related to Project except the cases where PPA requires additional payment.
- 5.3.** It is clarified that the Project(s) awarded under this RFP would not include energy storage with rooftop solar project. However, if Procurer(s) desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the RA L1 Tariff for sale of power under this RFP.
- 5.4.** The detailed scope of work is provided in SCHEDULE-I of PPA.

**SECTION VI: CHECKLIST**

S.No.	Particular	Format No.	Copy Attached Yes / No
1	Covering Letter	1	Yes / No
2	Tender Fee Transaction Statement(Non-Refundable)	-	Yes / No
3	Bid Security Declaration	4	Yes / No
4	ANNEXURE - III: LIST OF PROJECT GROUPS&Summary of Data Room	-	Yes / No

**1. Checklist Envelop -I****2. Checklist Envelop-II**

S.No.	Particular	Format No.	Copy Attached
1.	Power of Attorney in favour of authorised signatory ( <i>To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made</i> )	7	Yes / No
2.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)	-	Yes / No
3.	General Particulars	2	Yes / No
4.	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5.	Declaration for Eligibility Criteria Requirement (Financial)	8	Yes / No
6.	Format for Certificate of Relationship in case of Affiliate (if applicable)	9	Yes / No
7.	Certificate of Incorporation	-	Yes / No
8.	Undertaking Form	10	Yes / No
9.	Consortium Agreement (If applicable)	12	Yes / No
10.	Declaration	14	Yes / No
11.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	13	Yes / No
12.	Declaration	14	Yes / No
13.	Undertaking	15	Yes / No
14.	RFP Document Sealed and Signed	-	Yes / No

	along with the corrigenda, addenda and pre-bid minutes (if any)		
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## **SECTION VII: FORMATS FOR SUBMITTING RFP**

### **FORMAT 1: COVERING LETTER**

**(The covering letter should be on the Letter Head with CIN No of the Bidder/ Lead Member of Consortium)**

**Ref.No.** \_\_\_\_\_ **Date:** \_\_\_\_\_

**From:** Insert name and address of Bidder

**Tel.:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**To:** \_\_\_\_\_

Madhya Pradesh Urja Vikas Nigam Limited  
(A Government of Madhya Pradesh Enterprise)  
Urja Bhawan, Link Road No. 2,  
Shivaji Nagar, Bhopal - 462016

Sub: Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for Implementation of Roof Top Solar PV Projects aggregating to about \_\_\_\_ (in words) MW under RESCO Model at various locations in the state of MP with RFP Specification No.....

Dear Sir,

We, the undersigned \_\_\_\_\_ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for the discovery of lowest tariff for work of Design, Engineering, Finance, Supply, Installation, Testing and Commissioning Including Comprehensive O&M for twenty-five (25) Operational Years for Sale of Solar Power aggregating to about \_\_\_\_ (in words) MW under RESCO Model at various locations in the state of MP, India., hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the RFP, dated \_\_\_\_\_ and RFP attached thereto, issued by Madhya Pradesh Urja Vikas Nigam Limited, as amended. As a token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall be binding on us.

#### **Project Groups**

We are pleased to submit our bid for the following Project Groups as mentioned in table below:



Project Group Number	Project Group Name	Participation* (Yes / No)

*\*Note: Bidder shall mention 'Yes' corresponding to Project Groups it wants to bid and clearly mention 'No' for Project Groups where it does not intend to bid. In case of any empty cell, Nodal Agency shall consider it as "No" intention of participation in that Project Group.*

### **Bid Security Declaration**

We have enclosed Bid Security Declaration in form of RTGS / NEFT/ Bank Guarantee for each Project Group of amounts as mentioned in this RFP, details of which are hereunder:

Project Group	Participation* (Yes / No)	Details of Bid Security Declaration

*\*Note: Bidder shall mention 'Yes' corresponding to Project Groups it wants to bid and clearly mention 'No' for Project Groups where it does not intend to bid. In case of any empty cell, Nodal Agency shall consider it as "No" intention of participation in that Project Group.*

OR

We have enclosed a Bid Security Declaration as per prescribed format, subject to clause 3.20 as mentioned in this RFP.

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

### **Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by Nodal Agency in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered.

### **Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP, in the event of our selection as Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

We undertake that we have satisfied ourselves with the site conditions of the projects and

our proposed financial bid takes into consideration the existing site conditions.

**Contact Person**

Details of the contact person are furnished as under:

<b>Particulars</b>	<b>Description</b>
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

We are enclosing herewith the Envelope-I (Covering letter, Processing fee, Bid Security Declaration and .

ANNEXURE - III: LIST OF PROJECT GROUPS&Data Room Summary) and Envelope-II (Technical documents) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Nodal Agency. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180)Days from Bid Deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Thanking you,

We remain,

Yours faithfully,

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

## FORMAT 2: GENERAL PARTICULARS OF THE BIDDER

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Web site	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred By any Govt. Dept. / undertaking for undertaking any work	
8	Reference of any documentation formation attached by the Bidder other than specified in the RFP.	
9	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
10	Bidder is listed in India	Yes/No
11	GSTIN No.	
14	PAN No.	
16	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
17	Partnership deed for LLP/ Sole Proprietor registration (as applicable) enclosed	Yes/No

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(Signature of Authorized Signatory)

**With Stamp**

**FORMAT 3: SHAREHOLDING CERTIFICATE FOR COMPANY /  
PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM**

SHAREHOLDING CERTIFICATE FOR COMPANY

<b>Name of the Equity holder</b>	<b>Type and Number of shares owned</b>	<b>% of equity holding</b>	<b>Extent of Voting rights</b>

OR

PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

<b>Name of Partner</b>	<b>Capital Contribution (Rs)</b>	<b>% of Ownership in the Firm</b>

\_\_\_\_\_  
(Signature of Authorized Signatory) With Stamp

\_\_\_\_\_  
(Signature of Company Secretary/Director/Chartered Accountant)

## **FORMAT 4: FORMAT FOR BID SECURITY DECLARATION**

(To be submitted separately for each Project Group)

*(To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made)*

Ref: \_\_\_\_\_

Declaration No.: (Insert Name of Project Group)

Date: \_\_\_\_\_

### **Subject: Declaration of bid security requirement.**

We, \_\_\_\_\_(insert name of the Bidder) hereby provide this undertaking to MP Urja Vikas Nigam Limited, in respect to our response to RfP vide RfP No. \_\_\_\_\_dated\_\_\_\_\_. We undertake that we will abide by the provisions of the RfP for the activities pertaining to submission of response to RfP, during the bid validity period.

We undertake not to withdraw or modify our bid during the bid validity period, in line with provisions of the RfP. In case we withdraw or modify our response to the RfS during the bid validity period, or violate other provisions of the RfP which make the bid non-responsive under Clause 4.2 of the RfP,we, \_\_\_\_\_ (insert name of the bidder) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in upcoming tenders issued by any department ofMP State Government for a period of 5 years from the date of default as notified by MPUrja Vikas Nigam Limited.

(Name and Signature of the Authorized Signatory)

## FORMAT 5: FORMAT FOR PERFORMANCE BANK GUARANTEE

*(To be stamped on non – judicial stamp paper of Value equivalent to 0.25% of Bank Guarantee amount or Rs 25,000 whichever is lower)*

In consideration of the *[Insert name of the Bidder]* (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about \_\_\_\_\_ MW under RESCO Model at various locations in the state of MP in response to the RFP dated \_\_\_\_\_ issued by Madhya Pradesh Urja Vikas Nigam Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of *[insert the name of the SPD]* (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the SPD and issuing LICA No. \_\_\_\_\_ to *(Insert Name of SPD)* as per terms of RFP and the same having been accepted by the selected Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the *[insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at *[Insert Name of the Place from the address of the Nodal Agency]* forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Rupees \_\_\_\_\_ (Total Value in words)] only, on behalf of M/s *[Insert name of the SPD/ Project Company]*. This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ and shall not be terminable by notice or any change in the constitution of the Bank or the term of Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rupees \_\_\_\_\_ (both in numbers and words)

Our Guarantee shall remain in force until Nodal Agency shall be entitled to invoke this Guarantee till \_\_\_\_\_. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

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

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

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force until we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

\_\_\_\_\_

Signature

Name

Power of Attorney No.

For

[Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

\_\_\_\_\_

Signature

Name and Address \_\_\_\_\_

\_\_\_\_\_

Signature

Name and Address \_\_\_\_\_

**FORMAT 6: CHECK LIST FOR PBG**

<b>S. No.</b>	<b>Details of checks</b>	<b>YES/NO</b>
1	Is the Bank Guarantee on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of Bank Guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the Bank Guarantee has been issued. Also the Stamp Paper should not be older than six (6) Months from the date of execution of Bank Guarantee).	
3	Has the executing Officer of Bank Guarantee indicated his name, designation and Power of Attorney No./Signing Power no. on the Bank Guarantee?	
4	Is each page of Bank Guarantee duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
5	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
6	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of Bank Guarantee and Validity of Bank Guarantee correctly mentioned in the Bank Guarantee	
7	Whether overwriting/cutting if any on the Bank Guarantee have been properly authenticated under signature & seal of executant?	



## FORMAT 7: POWER OF ATTORNEY

*(To be stamped on non – judicial stamp paper of Rs 1000of the state where the document is made)*

Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Discovery of Tariff & Selection of Solar Power Developer for Implementation of Roof Top Solar PV Projects aggregating to about \_\_\_\_ (in words) MW under RESCO Model at various locations in the state of MP in response to the RFP No..... Dated: \_\_\_\_\_ issued by Nodal Agency including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Nodal Agency may require us to submit. The aforesaid Attorney is further authorized for making representations to the Madhya Pradesh Urja Vikas Nigam Limited and providing information / responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

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

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

\_\_\_\_\_  
Signed by the within named

(Insert the name of the executant's company)

through the hand of

Mr \_\_\_\_\_

duly authorized by the Board to issue such Power of Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Accepted

\_\_\_\_\_  
Signature of Attorney

(Name, designation and address of the Attorney)

Attested

\_\_\_\_\_  
(Signature of the executant)

(Name, designation and address of the executant)

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution

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

WITNESS

\_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

## FORMAT 8: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead with CIN no of Bidder/ Lead Member/ Member of Consortium)

To,

Madhya Pradesh Urja Vikas Nigam Limited

\_\_\_\_\_  
\_\_\_\_\_

Bhopal

Dear Sir,

Sub: Discovery of Tariff & Selection of Solar Power Developer for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about \_\_\_\_ (in words) MW under RESCO Model at various locations in the state of MP in response to the RFP No: ..... Dated: .....

We submit our Bid for which details of our Financial Eligibility Criteria Requirements are as follows.

Net worth/Turnover of Indian Rupees \_\_\_\_\_ Lakh computed as per instructions provided in this RFP based on unconsolidated audited annual accounts (refer Note-1 below). The relevant financial statement for respective years shall be enclosed, duly signed by authorized signatory.

Name of Entity being evaluated	Name of Affiliate in case its Financial Strength being used	Financial Year	Financial Criteria (fill as applicable) to be met as per . ANNEXURE - III & Clause 3.9	
			Net worth (INR Lakh)	Turnover (INR Lakh)

Note:

The bidders in case of “using affiliate’s financial strength” shall declare in undertaking (Format-10) the criteria on which they fulfil the financial eligibility as per the provisions of this RFP.

Yours faithfully

\_\_\_\_\_

(Signature and stamp of Authorized Signatory of Bidder)

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_

\_\_\_\_\_  
(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder.

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

Date:\_\_\_\_\_

Place:\_\_\_\_\_

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or a member of a Consortium, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted;
- d) Should be submitted on the letter head of the public accountant.

**Notes:**

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

**FORMAT 9: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER**

To,

\_\_\_\_\_

Dear Sir,

Sub: Request for Proposal (RFP) Discovery of Tariff & Selection of Solar Power Developer for Implementation of \_\_\_(in words) MW Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model at various locations in the State of Madhya Pradesh

We hereby certify that M/s\_\_\_\_\_,M/s\_\_\_\_\_,M/s\_\_\_\_\_are the Affiliate(s) of the Bidder as per the definition of Affiliate as provided in this RFP and based on details of equity holding as on seven (7) Days prior to the Bid Deadline.

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

a) In case of Bidder being Company/ LLP/ Partnership Firm/ Sole – Proprietor:

<b>Name of Company/ LLP/ Partnership Firm/ Sole – Proprietor</b>	<b>Name of the Affiliate</b>	<b>Details of Equity Holding</b>

OR

b) In case of Bidder being member of the Consortium

<b>Name of Member of Consortium</b>	<b>Name of the Affiliate</b>	<b>Details of Equity Holding</b>

Yours Faithfully

\_\_\_\_\_

(Insert Name and Signature of Statutory Auditor or Company Secretary of the Bidder/ Member of Consortium)

**FORMAT 10: UNDERTAKING FORM**

Undertaking from Affiliate of Bidder/ Lead Member/ Member of Consortium

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

Full Address:\_\_\_\_\_

Telephone No.: E-mail address: Fax/No.:\_\_\_\_\_

To,

\_\_\_\_\_

Dear Sir,

We refer to the RFP No: ..... Dated: \_\_\_\_\_ for Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for Implementation of \_\_\_\_ (in words) MW Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model at various locations in the State of Madhya Pradesh.

We have carefully read and examined in detail the RFP regarding submission of an undertaking, as per the prescribed Format of the RFP.

We confirm that M/s \_\_\_\_\_ (Insert name of Bidder) is our Affiliate on the following basis:

that M/s (Insert name of Bidder) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in the RFP referred to above in terms of Networth/Turnover.

We have also noted the amount of the Performance Guarantees required to be submitted as per the RFP by (Insert the name of the Bidder) in the event of it being selected as the SPD.

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

We also undertake that we shall maintain our relationship with M/s \_\_\_\_\_ (insert name of bidder) so that it is in accordance with principles of 'Control' and 'Affiliate' laid out in RfP No. \_\_\_\_\_ Dated: \_\_\_\_\_ for period of one (1) Year from COD, subject to provisions of Clause 3.4 b). **(in case of affiliate)**

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

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

\_\_\_\_\_

Signature of Chief Executive Officer/Managing Director

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

**Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model**

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WITNESS

\_\_\_\_\_

(Signature)

Name\_\_\_\_\_

Designation\_\_\_\_\_

\_\_\_\_\_

(Signature)

Name\_\_\_\_\_

Designation\_\_\_\_\_

## FORMAT 11: FORMAT FOR LETTER INVITING CONSENT FOR AGREEMENT

To,

Date:

[Designation]

[Name of Company]

Address:

Sub:

Ref:

**Dear Sir,**

This is to inform you that you are declared as Successful Bidder against the RfP No. \_\_\_\_\_ dated dd.mm.yyyy for execution of Project Group(), of capacity \_\_\_\_\_ MW of solar rooftop projects under RESCO model for Implementation of \_\_\_\_ (in words) MW Grid Connected Roof Top Solar PV Systems for Sale of Solar Power at various locations in the State of Madhya Pradesh.

Madhya Pradesh Urja Vikas Nigam Limited (Nodal Agency) does hereby award to M/s \_\_\_\_\_ (Successful Bidder) the work to execute Design, Engineering, Finance, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Rooftop Solar PV Projects for Sale of Solar Power under RESCO model as per scope of work, specifications and all terms and conditions mentioned in the RfP. Upon acceptance of this letter by the Successful Bidder, following conditions of the RfP would be applicable:

1. That, the "SPD" has agreed to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No: \_\_\_\_\_ Dated: \_\_\_\_\_ issued by "Nodal Agency".
2. That, the "Successful Bidder" has also agreed to execute work on the rates already accepted / agreed upon as mentioned in the Format "Financial Bid" sheet. The rates shown in the Financial Bid sheet for the sale of solar power is for the First Operational Year i.e. Rs\_\_\_\_\_ per unit, which shall be escalated by 3% at the start of each subsequent Operational Year till 25<sup>th</sup> Operational Year.
3. That, the Successful Bidder shall execute Power Purchase Agreement (PPA) with the Procurer and with co-signatories of the PPA on the date as notified by the Nodal Agency. The Successful Bidder shall be responsible for all the works related to Commissioning and operation for twenty-five (25) Operational Years of Project.
4. That, if the Successful Bidder wishes to form a Project Company, the same should be executed within forty-five (45) Days from the issuance of LICA. That principles laid down in Clause 3.11 of the RfP have to be followed while forming the Project Company.
5. That, the Successful Bidder shall submit PBG of an amount of INR Nineteen(19) Lakh/MW or part thereof at the time of acceptance of LICA.
6. That, the Successful Bidder shall submit the applicable Administrative Charges i.e. INR \_\_\_ lakh.

For, the matter(s) of any dispute arising out of or in connection with this Letter the same shall be referred to arbitrator which shall be as per the provisions of the "Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983" and the Rule(s) there under. All the proceedings under arbitration will take place in Bhopal. The award in such arbitration shall be final and binding on both the parties.



## **Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model**

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The parties agree that this Letter will be considered as a legal document and shall be considered until such time that the parties have executed the Power Purchase Agreement.

Please signify acceptance to this letter by signing it. We look forward to working with you.

Date \_\_\_\_\_

Signature with Company Seal

Name \_\_\_\_\_

Designation \_\_\_\_\_

Regards,  
For, MPUVNL

## FORMAT 12: FORMAT FOR CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for Participation in

“Request for Proposal (RFP)

For

Discovery of Tariff & Selection of Solar Power Developer

For

Design, Engineering, Supply, Finance, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model at Various Locations in the State of MP

*(To be stamped as per the stamp act of the state where the document is made)*

THIS JOINT BIDDING AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2020.

### AMONGST

{ \_\_\_\_\_, party on **First Part** of consortium} and having its registered office at \_\_\_\_\_ (Hereinafter referred to as the “**First Part**” or “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

\_\_\_\_\_ Having its registered office at \_\_\_\_\_ (Hereinafter referred to as the “**Second Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

{ [ \_\_\_\_\_ ], party on **Third Part** of consortium} and having its registered office at \_\_\_\_\_ (Hereinafter referred to as the “**Third Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the First, Second and Third Part are collectively referred to as the “**Parties**” and each is individually referred as a “**Party**”

### WHERE AS,

i. Madhya Pradesh Urja Vikas Nigam Ltd. (hereinafter referred to as the “**MPUVNL**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its RFP No: ..... Dated: \_\_\_\_\_ for award of the rate contract/ work under “Discovery of Tariff & Selection of Solar Power Developer for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model at Various Locations in the State of MP (hereinafter called “**Project**”) and Selection of Solar Power Developer for the same.

## Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model

ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

### Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise require, have the Meaning ascribed thereto under the above-mentioned RFP.

#### 1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process in a Project Group as per Table 1 of this RFP, only through this Consortium and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

#### 2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) The parties agree to submit bid as Consortium for following Project Groups:

<b>Project Group</b>	<b>Participation* (Yes / No)</b>

*\*Note: Bidder shall mention ‘Yes’ corresponding to Project Groups it wants to bid and clearly mention ‘No’ for Project Groups where it does not intend to bid*

- b) Only First Part shall be evaluated for qualification against technical eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by MPUVNL and in no circumstances the same shall be the responsibility of Second Part. Pursuant

**Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model**

to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.

- e) Second Part and Third part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part, Second Part and Third Part for execution of work awarded by MPUVNL.
- g) Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital” shall be in the following proportion: (if applicable)

<b>Name of Member</b>	<b>Proposed % Equity holding</b>
<b>Lead Member</b>	.....(not less than 51%)
<b>Member</b>	
<b>Member</b>	

**3.Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Bid Validity Period of Award and further in accordance with the LICA subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

**4. Miscellaneous**

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the MPUVNL. Party of First Part would decide on the representative of Consortium at MPUVNL.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For  
and on behalf of Lead Member by:

SIGNED, SEALED AND DELIVERED For  
and on behalf of Second Part:

(Signature)  
(Name & Designation)  
(Address)  
In Presence of:  
Witness -1  
Witness -2

(Signature)  
(Name & Designation)  
(Address)  
In Presence of:  
Witness -1  
Witness -2

SIGNED, SEALED AND DELIVERED For

and on behalf of Third Part:

(Signature)

(Name and Designation)

(Address)

In Presence of:

Witness -1

Witness -2

**FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM**

*(to be submitted by each member of the Consortium)*

*(To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made)*

Whereas Madhya Pradesh Urja Vikas Nigam Ltd. (MPUVNL) has invited applications (the “Applications”) by its RFP No: ..... Dated: \_\_\_\_\_ for Discovery of Tariff & Selection of Solar Power Developers for Implementation of Aggregate Capacity of XXX (X) MW Grid Connected Roof Top Solar PV Projects, for Sale of Solar Power under RESCO Model, at various locations in the state of MP (hereinafter called “Project”)

Whereas, ....., ....., and ..... (collectively the **Consortium**) being Members of the Consortium and having signed a Joint Bidding Agreement dated [●], are interested in submitting a Bid in accordance with the terms and conditions of the Request for Proposal (**RFP**) and the other Bid Documents, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Unit(s) and its execution.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

We, ....., having our registered office at ....., and ....., having our registered office at ....., (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorise ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium, and any one of us, during the Bid Process, including undertaking all acts required for the submission of the Bid in accordance with the terms and conditions of the RFP. Additionally, we also authorise the Lead Member to do any other acts or submit any information and documents related to the above Bid submission, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Unit(s), including but not limited to signing and submission of all applications, undertakings and other documents and writings, participate in bidders and other conferences and respond to queries, if required. In the event the Consortium is awarded the Project Documents for developing the Units, we authorise the Lead Member to submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium in relation to the incorporation of the SPV and generally to represent the Consortium in all its dealings with RUMSL, and/or any other Government Agency or any Person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Unit(s) and/or upon award thereof till incorporation of the SPV.

**AND** hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

## Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model

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IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2020

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

(To be executed by authorized signatories of the Members of the Consortium, except the Lead Member)

Witnesses:

- 1.
- 2.

(Notarised)  
Accepted

.....

(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

### Instructions:

- (1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in*

*favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium.*

**FORMAT 14: DECLARATION**

(Required to be submitted by the Bidder on Original Letter Head with CIN No of company)

We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

We declare that we are (please specify & tick mark the relevant point(s) and cross the others):

1. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of MPUVN.
2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
3. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with Nodal Agency in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us.....(Name of bidder) as deemed fit necessary by MP Urja Vikas Nigam Limited.

(Signature of Authorized Signatory)

(Name & Designation in block letters)



**FORMAT 15: UNDERTAKING**

(Required to be submitted by the Bidder on Original Letter Head of company)

I/We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

I/We Undertake that we are (please specify & tick mark the relevant point(s) and cross the others):

1. I/We declare that there has been no instances at any point of time where we have not performed satisfactorily in the Work Order(s) of Nodal Agency, leading to cancellation of Work Order(s) of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded in last five (5) Years.
2. I/We declare that I/we am/are not involved in litigation or arbitration with Nodal Agency arising out of work completed or under execution by it, of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded to them in last five (5) Years.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us.....(Name of bidder) as deemed fit necessary by MP Urja Vikas Nigam Limited.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

**FORMAT 16: UNDERTAKING for ALMM GUIDELINES**

(Required to be submitted by the Bidder on Original Letter Head of company)

I/We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

I/We Undertake that we are (please specify & tick mark the relevant point(s) and cross the others):

1. I/We declare to abide by the Ministry of New and Renewable Energy's ALMM guidelines issued vide O.M. F. No. 283/54/2018- Grid Solar – Part (I) and any other amendment made thereto.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us.....(Name of bidder) as deemed fit necessary by MP Urja Vikas Nigam Limited.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

**ANNEXURE-I: PROGRESS REPORT FORMAT**

S.No	Beneficiary Name	Project Group	District	Name of SPD	Estimated Capacity	LICA Signing Date (F)	PBG Submission Date	PBG Validity End Date	PPA Signing date (H)	Approved Capacity	Date on which NM application was filed	CP Completion Date	Effective Date	SCOD date	CS Completion Date	No. of days of extension provided without LD	Extended SCOD	No. of days of extension provided with LD	COD Date
1																			
2																			
3																			
4																			
5																			
6																			
7																			
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**ANNEXURE-II: POWER PURCHASE AGREEMENT (PPA)**

Attached towards the end of this RfP.

**ANNEXURE - III: LIST OF PROJECT GROUPS**

<b>Project Group</b>	<b>Type of Institution</b>	<b>Tentative Number of Sites</b>	<b>Estimated Capacity (kW)</b>
A	Municipality and PHED (Site Capacity>100 kW)	25	6000
B	Municipality and PHED (Site Capacity<100 kW)	40	3000
C	MP Jal Nigam(Site Capacity>100 kW)	10	3000
D	MP Jal Nigam (Site Capacity<100 kW)	40	2000
E	Central Govt. Institutions(Site Capacity>100 kW)	5	1000
F	Central Govt. Institutions(Site Capacity<100 kW)	11	1000
G	State Govt. Institutions &MP Power Utilities(Site Capacity>100 kW)	5	1000
H	State Govt. Institutions &MP Power Utilities(Site Capacity<100 kW)	40	2000
	<b>Total</b>	<b>176</b>	<b>18000</b>

**Link for “Summary of Data Room”: Refer Clause 3.1**

**Note:-**

1. The estimated capacity of individual Project Group may change. (increase or decrease)
2. All the Institutions/Departments have given their acceptance for the installation of solar plant on RESCO model. They have agreed to clear all their outstanding bills (if any) with the power utility.
3. The departments have agreed that they will make timely payment of electricity bills to Solar Power Developer (SPD) & DISCOM. *They will also submit payment security to Solar Power Developer to cover any type of future risk to SPD.*
4. Data assessment of sites has been done to determine the mentioned estimated capacity.

## **Request for Proposal for Solar Roof top Projects in Madhya Pradesh under RESCO Model**

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5. Detailed analysis of the sites data, including “Individual site capacity, area for installation, contract demand, transformer capacity, electricity bills, site co-ordinates, consent letter for payment security and timely payment of bills, financial documents” will be shared in the data room, access of which can be obtained as per the details given in the RfP.

**NOTE:***Distribution and usage of data provided in the Data Room for any purpose other than for this tender is strictly prohibited. The Bidder shall not be allowed to by-pass the Nodal Agency to approach the procurer or designated authorities for the sites listed in the Data Room for two (2) years from the bid submission date. Such actions will lead to the debarment and blacklisting of the Bidder(s) from this and any new tenders by the Nodal Agency.*

## ANNEXURE – IV: MNRE Benchmark Costs for FY 2021-22

No. 318/38/2018-GCRT  
 Government of India  
 Ministry of New & Renewable Energy  
 \*\*\*

Block No. 14, CGO Complex,  
 Lodi Road, New Delhi  
 Date: 18<sup>th</sup> August 2021

### ORDER

**Subject: Benchmark costs for Grid-connected Rooftop Solar Photo-voltaic systems for the financial year 2021-22 -reg.**

I am directed to convey the approval of competent authority for issuing of the benchmark costs for Grid-connected Rooftop Solar Photo-voltaic Systems for the financial year 2021-22 as under:

**For General Category States/UTs:**

System Capacity range	Upto 1 kW	>1kW upto 2 kW	>2kW upto 3 kW	> 3kW upto 10 kW	>10 kW upto 100 kW	> 100kW upto 500 kW
Benchmark cost (Rs./kW)	51100	46980	45760	44640	41640	39080

**For Special Category States/UTs (i.e. North-Eastern States including Sikkim, Himachal Pradesh, Uttarakhand, Jammu and Kashmir, Ladakh, Andaman and Nicobar and Lakshadweep islands):**

System Capacity range	Upto 1 kW	>1kW upto 2 kW	>2kW upto 3 kW	> 3kW upto 10 kW	>10 kW upto 100 kW	> 100kW upto 500 kW
Benchmark cost (Rs./kW)	56210	51670	50330	49100	45800	42980

2. The above benchmark cost includes cost of Solar PV panels (with domestic cell and modules), inverter (single/3 phase wherever applicable), balance of system e.g. cable, switches/ circuit breaker/ connectors/ junction box, mounting structure, earthing, lightning arrester, and civil works, installation & commissioning, CMC for 5 years, transportation, insurance, applicable taxes, etc. The above benchmark costs are excluding of net metering cost and battery back-up costs.

3. The benchmark cost for year 2021-22 will be applicable for all LoAs to be issued/empanelment of vendors to be done by the state implementing agencies, under Ph-II of rooftop solar programme of MNRE, after 10 days from the date of issuance of this benchmark cost notification.

  
 (Hiren Chandra Borah)  
 Scientist D

E Mail: hiren.borah@nic.in

**RESCO**

**POWER PURCHASE AGREEMENT (PPA)**

**For**

**PROCUREMENT OF \_\_\_\_kW SOLAR POWER ON LONG TERM BASIS**

**(Under RESCO Mode)**

**Between**

\_\_\_\_\_ **[Insert Name of Solar  
Power Developer]**  
**(Solar Power Developer)**

**And**

\_\_\_\_\_  
**(Procurer)**

**[Month], 2021**



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This Power Purchase Agreement is signed on the xxDay of <Month>of21<xx>at <City Name>.

Between

\_\_\_\_\_ [Insert name of the Solar Power Developer], a Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor/ Consortium/Project Company in any form submitting the Bid incorporated under the Appropriate Act/any other relevant laws as applicable, having its registered office at \_\_\_\_\_ [Insert address of the registered office of Solar Power Developer] (hereinafter referred to as “Solar Power Developer” or “SPD”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the first part;

And

\_\_\_\_\_ [Insert name of the Procurer], having its registered office at \_\_\_\_\_ [Insert address of the registered office of Procurer] (hereinafter referred to as “Procurer”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) as a Party of the second part.

The Solar Power Developer and Procurer are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

Whereas:

- A. Nodal Agency has identified the Procurer for procuring the power from the grid interactive rooftop solar PV Project.
- B. After meeting the eligibility requirements, the Solar Power Developer has been selected by Nodal Agency for development of solar power Project, and generation and sale of solar power to the Procurer.
- C. The Solar Power Developer has been notified by Nodal Agency for “*Design, engineering, supply, finance, installation, erection & Commissioning along with Comprehensive Operation and Maintenance (“O&M”) of the Grid Connected Rooftop Solar Project for Sale of Solar Power for a period of 25 Operational Years*”

and has been awarded \_\_\_kW of capacity in as per technical specification & other details of the RFP no. MPUVN/GCRT/RESCO-IV/2021-22/8687 dated 29.10.2021 and this PPA.

- D. Pursuant to the issuance of Letter Inviting Consent for Agreement (LICA) by Nodal Agency for signing of PPA and other agreement, if any, the Solar Power Developer has agreed to set-up solar PV Project based on Photo-voltaic technology of \_\_\_\_\_ kW capacity at the Premises of \_\_\_\_\_ (Procurer's Name).
- E. The Solar Power Developer has agreed to sign this PPA with Procurer to sell solar power from the Project to Procurer as per the terms and conditions of this PPA read in conjunction with those of RFP.
- F. Procurer has agreed to purchase such solar power from Solar Power Developer for consumption within Premise at the Discovered Tariff through Reverse Auction mechanism conducted by the Nodal Agency. Procurer has also agreed to pass on the impact on Discovered Tariff due to a 'Change in Law' event, if occurred along with the change required in discovered tariff resulting from the Project to be installed as a mix of different configuration i.e., Type 1 and/ or Type 2 and/ or Type 3 and/ or Type 4 as opposed to the Type 1 configuration only which was envisaged during bid process.
- G. Procurer agrees to procure power from the Solar Power Developer up to the PPA Capacity at Discovered Tariff or revised in line with point F above.
- H. The Parties, hereby, agree to execute this PPA setting out the terms and conditions for the sale of power by Solar Power Developer to Procurer.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

## DEFINITIONS AND INTERPRETATION

### 1.1 DEFINITIONS

The terms used in this PPA, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued / framed by the Appropriate Commission, as amended or re-enacted from time to time.

“Act” or “Electricity Act, 2003”	shall mean the Electricity Act, 2003 and include any amendments and substitution from time to time;
“Agreement”	shall mean the agreement executed thereof between Solar Power Developer (“SPD”) and Power Procurer for power purchase, and permission for use of whole Premise or part thereof and other related documents, including the schedules, amendments, modification and supplements made in writing by the parties from time to time;
“Affected Party”	shall have meaning as per 0
“Appropriate Commission”	shall mean the State Electricity Regulatory Commission referred to in section 82 of the Electricity Act 2003 (as amended from time to time);
“Benchmark Cost”	shall mean the benchmark costs as declared by MNRE for FY 2021-22 vide their Office Memorandum No. 318/38/2018-GCRT. For capacity greater than 500 kW, INR 39080 / Kilo Watt shall be considered as the Benchmark Cost.
“Bid”	shall mean technical Bid or/ and Financial Bid submitted by a Bidder, in response to RFP, in accordance with the terms and conditions of the RFP;
“Bill Dispute Notice”	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
“Business Day”	shall mean with respect to Solar Power Developer and Procurer, a Day other than Sunday/ public holiday or a statutory holiday, on which the banks remain open for business in Bhopal;
“Capacity Utilisation Factor” or “CUF”	(CUF) in a Year shall mean the ratio of the output of the SPV Power Plant in a Year versus installed project PPA Capacity x number of Days in the Operational Year x 24. (CUF = Cumulative Project output in kWh / (PPA capacity x 24 x number of Days in the year)); Derating of output of SPV modules of not more than 1% per year shall be allowed, implying shortfall in CUF of not be more than 0.15% per year. However, for demonstration of successful Commissioning, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus PPA Capacity x 1 x 24, adjusted to seasonality as per provisions of Article 1.30.
“CERC”	shall mean the Central Electricity Regulatory Commission of

	India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
“Category I, Category II and Category III”	shall mean as categories notified under Madhya Pradesh Policy for Decentralized Renewable Energy System, 2016 and its amendment and substitution from time to time.
“Change in Law”	shall have the meaning ascribed thereto in 0 of this PPA;
“Commissioning”	shall have the meaning ascribed in 0 of this PPA;
“Commercial Operation Date” or “COD”	shall mean the Day when full PPA Capacity of the Project is commissioned;
“Competent Authority”	shall mean Managing Director of MPUVNL, himself and/or a person or group of persons nominated by him for the mentioned purpose in this PPA;
“Competent Court of Law”	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this PPA;
“Consents, Clearances and/ or Permits” or “Consents”	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
“Consumer(s)”	shall mean any person who is supplied electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose Premises are, for the time being, connected for the purpose of receiving electricity with the works of a DISCOM, the Government or such other person, as the case may be. Users who have merely wheeling/ supply arrangements with the licensee are also covered as Consumers;
“Construction Period”	shall mean the period between the Effective Date and COD of PPA Capacity;
“Consultation Period”	shall mean the period of sixty (60) Days or such other longer/ shorter period as the Parties may agree, commencing from the date of issuance of a SPD’s Preliminary Default Notice or Procurer Preliminary Default Notice as provided in 0 of this PPA, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
“Day(s)”	shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
“Delivery Point(s)”	shall mean such points, at such a location mutually agreed by the parties, in line with applicable policy/ regulation/ rules, where solar power is delivered by the Solar Power Developer from the Project to the Procurer, in such a way as to enable measurement of gross energy generated by Project. Multiple Delivery Points

	are possible even in case of a single Project;
“Deemed Generation”	shall mean energy (in kWh) deemed to have been generated per day average from the Project in the same month of previous Year or, if the period of consideration is within the First Operational Year then it shall be calculated as per seasonality index as mentioned in the table of Article 1.30.3; wherein the affected period shall be between 6 am to 6 pm; In no case the Deemed Generation for the Month or part thereof shall be considered more than the total energy consumed by the consumer (solar energy + supply from DISCOM) in that Month or part thereof of the previous Year.
“Designated Bank Account”	Shall mean a bank account opened as stated by the lender which will be used only for transactions related to the assets funded by the lender;
“DISCOM” or “DISCOM(s)”	shall mean the local distribution licensee/ utility providing electrical distribution and interconnection services at the Premises of the Procurer;
“Dispute”	shall mean any dispute or difference of any kind between Procurer and the Solar Power Developer, in connection with or arising out of this PPA including but not limited to any issue on the interpretation and scope of the terms of this PPA or/ and relevant provisions of RFP;
“DREO”	shall mean District Renewable Energy Officer, an authorized representative of Nodal Agency;
"Due Date"	shall have the same meaning ascribed thereto in Article 1.36 of this PPA;
“Effective Date”	shall have the meaning ascribed thereto in Article 1.3 of this PPA;
“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
“Elevation”	shall mean the distance of the topmost point of the lower column of the mounting structure from the closest flat surface below the solar panel
“Event of Default”	shall mean the events as defined in 0 of this PPA;
“Execution Date”	shall mean the date of signing of Power Purchase Agreement between Solar Power Developer and the Procurer;
“Expiry Date”	shall mean the date of expiry of this Agreement, which shall not be earlier than the twenty-five (25) Operational Years from the Project SCOD, unless terminated earlier in accordance with the terms of this Agreement;
“Financing Agreements”	shall mean the agreements pursuant to which the Solar Power Developer has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be

	amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of Procurer;
“First Operational Year”	shall mean the period commencing from COD and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD;
“Force Majeure” or “Force Majeure Event”	shall have the meaning ascribed thereto in 0of this PPA;
“Functional / Technical Specifications”	means the technical requirements and parameters described in of this Technical Specifications of PPA and as provided in Grid Code relating to the operation, maintenance and dispatch of the Project;
“Grid Code”/ “IEGC” or “State Grid Code”	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Subsection (1) of Section 86 of the Electricity Act 2003, as applicable;
“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of state(s) of Madhya Pradesh and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
“Insurances”	shall mean the insurance cover to be obtained and maintained by the Solar Power Developer in accordance with 0 of this PPA;
“Invoice” or “Bill”	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article1.38.1 of this PPA;
“Liquidated Damages or LD”	shall mean the penalty levied on the Solar Power Developer due to any delay in the commencement of supply of solar power from the SCOD or extended SCOD, if any in accordance with Article1.18; and penalty levied on the Solar Power Developer on non-compliance during the period from Execution Date till the Effective Date in accordance with Article1.10;
“Law”	shall mean in relation to this PPA, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
“Lenders”	means the banks, other financial institutions, multilateral

	<p>agencies, Reserve Bank of India registered non-banking financial companies, mutual funds and agents or trustees of debenture / bond holders, including their successors and assignees, who have agreed as on or before COD of the grid interactive rooftop solar PV Project to provide the Solar Power Developer with the senior debt financing described in the Capital Structure Schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned:</p> <p>Provided that, such assignment or transfer shall not relieve the Solar Power Developer of its obligations to Procurer under this PPA in any manner and shall also does not lead to an increase in the liability of any of Procurer;</p>
"Letter of Credit" or "LC"	shall have the meaning ascribed thereto in Article1.41 of this PPA;
"Meters" or "Metering System"	means meter(s) and metering devices installed by the Solar Power Developer at the Delivery Point(s) for measuring and recording the delivery and receipt of solar energy, as required by a Project as per RFP; They may also include check meter, Net Meter or any other meter in accordance with the prevailing guidelines of the concerned DISCOM, CEA, Policy for Decentralized Renewable Energy System, Madhya Pradesh, MPERC (Grid Connected Net Metering) Regulations, 2015 and their amendments/ substitutions and other agencies.
"Metering Date"	means the Business Day of each calendar month, subsequent to the month in which the solar power is generated by Project, on which the Solar Power Developer takes joint meter reading with the Procurer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date;
"Maintenance Outage"	shall have the meaning as ascribed to this term as per the provisions of the Grid Code;
"Minimum CUF"	shall mean 17%CUF to be maintained by the Generator for each and everyOperational Year; This limit may be relaxed to the extent as permitted by demand and supply side variations as defined in the PPA
"Month(s)"	shall mean a calendar month as per the Gregorian calendar;
"Nodal Agency"	shall mean Madhya Pradesh Urja Vikas Nigam Limited;
"Normative Project Cost"	shall mean the 85% of theBenchmark Cost;
"Designated Bank Account"	Shall mean a Bank Account as notified by Nodal Agency which shall be used for transaction with parties under this RFP;
"Operational Year(s)"	shall mean the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA;
"Party" and ""Parties"	shall have the meaning ascribed thereto in the recital to this PPA;
"Payment Security"	shall have the meaning ascribed thereto in Article1.41 of this



Mechanism”	PPA;
“Performance Bank Guarantee” or “PBG”	Means the irrevocable, unconditional bank guarantee, to be submitted by the Solar Power Developer to Nodal Agency in the form as mentioned in RFP and which shall include any additional bank guarantee furnished by the Solar Power Developer under this PPA, if any;
“Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
“PPA Capacity”	shall mean the total inverter capacity on the AC side of the Project whose capacity is finalized as per Article 1.8.2 and 1.8.3 and confirmed by the Nodal Agency through the letter format mentioned in SCHEDULE 5: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY;
“Preliminary Default Notice”	shall have the meaning ascribed thereto in 0 of this PPA;
“Premise(s)”	shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area which is part of the Procurer establishment;
“Power Purchase Agreement” or “PPA”	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
“Procurer(s)”	shall mean the person or company or organization procuring solar power from the Solar Power Developer at competitively determined tariff for at least 25 Operational Years;
“Project(s)”	means grid interactive rooftop solar PV project for which Solar Power Developer has been given responsibility to design, engineering, supply, finance, erection, commissioning and comprehensive operation and maintenance and sale of solar power for a period of 25 Operational Years;
“Project Documents”	shall mean Power Purchase Agreement, Biddocuments and any other agreements designated in writing as such, from time to time, by Procurer and the Solar Power Developer;
“Prudent Utility Practices”	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a. operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Powerstation; b. the requirements of Indian Law; and c. the physical conditions at the site of the Project;
“Rebate”	shall have the same meaning as ascribed thereto in Article 1.39 of this PPA;

<p>“RESCO Mode”</p>	<p>shall mean where the Solar Power Developer intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of Solar Power for 25 Operational Years at a tariff determined through mutual arrangement or competitive bidding process;</p>
<p>“RFP”</p>	<p>shall mean Request For Proposal No._____ datedxx.xx.2021, with all its terms and conditions along with all schedules, Annexure and RFP Project Documents attached thereto, issued by Nodal Agency and shall include any modifications, amendments or alterations thereto.</p>
<p>“Rupees” or “Rs”</p>	<p>shall mean Indian rupees, the lawful currency of India;</p>
<p>“Solar Power Developer” or “SPD”</p>	<p>shall mean the Bidder selected pursuant to the RFP to set up the Project and supply power therefrom to Procurer as per the terms of PPA or/ and RFP;</p>
<p>“Scheduled Commercial Operation Date” or “SCOD”</p>	<p>shall mean nine (9) months from Effective Date under the PPA;</p>
<p>“Supplementary Bill” or “Supplementary Invoice”</p>	<p>means a bill other than a Monthly Bill or Monthly Invoice raised by any of the Parties in accordance with Article1.40;</p>
<p>“Tariff”</p>	<p>shall have the same meaning as provided for in 0 of this PPA;</p>
<p>“Tariff Payment”</p>	<p>shall mean the payments to be made under Monthly Bills as referred to in Article1.34.1 and the relevant Supplementary Bills in accordance with the Article1.43;</p>
<p>“Termination Notice”</p>	<p>shall mean the notice given by either Parties for termination of this PPA in accordance with 0 of this PPA;</p>
<p>“Term of PPA”</p>	<p>shall have the meaning ascribed thereto in 0 of this PPA;</p>
<p>“Total Debt Amount”</p>	<p>means the sum of the following amounts, expressed in Rupees (with all amounts denominated in currencies other than Rupees being converted to Rupees at the reference Exchange Rate, the selling rate in Rupees for the Foreign Currency on the relevant Day, as notified by the State Bank of India as its TT Rate at 12:00 noon on the date of issuance of Substitution Notice by the Lenders</p> <p>(a) the principal amount of the senior debt incurred by the Solar Power Developer (as per the terms of the Financing agreements) to finance the Project according to the Capital Structure Schedule which remains outstanding on the date of issuance of Substitution Notice by the Lender after taking account of any senior debt repayments which could have been made out of the Monthly Tariff Payments received by the Solar Power Developer on or before the date of issuance of Substitution Notice by the Lender as per the terms provided in the Financing agreements ; and</p> <p>(b) all accrued interest and financing fees payable under the Financing agreements on the amounts referred to in (a) above from the date of supply of power till the date preceding the date of issuance of Substitution Notice by the Lender or, if supply of</p>

	power has not yet begun, from the most recent date when interest and financing fees were capitalised, and (c) if this PPA is terminated during the Construction Period, any amounts owed to the construction contractor for work performed but not paid for under the construction contract (other than amounts falling due by reason of the Solar Power Developer's default);
Unavailability of Grid	shall mean any time when the grid is unavailable during solar operational hours starting from 06:00 hrs to 18:00 hrs in a day shall be considered as grid unavailability period;
"Week"	shall mean a calendar week commencing from 00:00 hours Indian Standard Time of Monday, and ending at 23:59:59 hours Indian Standard Time of the following Sunday;
"Year"	shall mean 365 days or 366 days in case of leap year when February is of 29 Days;

## 1.2 INTERPRETATION

Save where the contrary is indicated, any reference in this PPA to:

- 1.2.1 "PPA" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure;
- 1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this PPA;
- 1.2.3 An "affiliate" of any party shall mean a company that either directly or indirectly controls or is controlled by or is under common control with a SPD of the same person which controls the concerned party; and control means ownership by one company of not less than fifty one percent (51%) of the voting share of the other company;
- 1.2.4 A "Crore" means a reference to ten million (10,000,000) and a "Lakh" means a reference to one tenth of a million (1,00,000);
- 1.2.5 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.6 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.7 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

- 1.2.8 "Rupee", "Rupees", "INR" or "Rs" shall denote Indian Rupees, the lawful currency of India;
- 1.2.9 The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.10 Words importing the singular shall include the plural and vice versa;
- 1.2.11 This PPA itself or any other PPA or document shall be construed as a reference to this or to such other PPA or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- 1.2.12 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.2.13 A time of Day shall, save as otherwise provided in any PPA or document be construed as a reference to Indian Standard Time;
- 1.2.14 Different parts of this PPA are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this PPA, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.15 The tables of contents and any headings or sub-headings in this PPA have been inserted for ease of reference only and shall not affect the interpretation of this PPA;
- 1.2.16 All interest, if applicable and payable under this PPA, shall accrue from Day to Day and be calculated on the basis of a Year;
- 1.2.17 The words "hereof" or "herein", if and when used in this PPA shall mean a reference to this PPA;
- 1.2.18 The terms "including" or "including without limitation" shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;
- 1.2.19 In case of discrepancy between Day(s)/ Week(s)/ Month(s)/ Years(s) written in numeric and words, numbers written in words shall prevail.

## **TERM OF PPA**

### **1.3 EFFECTIVE DATE**

1.3.1 This PPA shall come into force from the Execution Date of the PPA. Rest of the PPA shall come into effect from the date of accomplishment of all the conditions precedent mentioned in Article 1.7 and 1.8 and such date shall be referred to as the Effective Date.

### **1.4 TERM OF PPA**

1.4.1 This PPA, subject to Article 1.5 and 1.6, shall be valid for a term from the Effective Date until the Expiry Date.

### **1.5 EARLY TERMINATION**

1.5.1 This PPA shall terminate before the Expiry Date if either Procurer or Solar Power Developer terminates the PPA pursuant to 0.

### **1.6 SURVIVAL**

1.6.1 Notwithstanding anything to the contrary herein, the expiry or termination of this PPA shall not affect any accrued rights, obligations and liabilities of the Parties under this PPA, including the right to receive penalty as per the terms of this PPA, nor shall it affect the survival of any continuing obligations for which this PPA provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 1.13, 0 Insurances, Liquidated Damages under Article 1.10 and 1.18, 0 Force Majeure, 0 Events of Default and Termination, 0 Liability and Indemnification, 0 Governing Law and Dispute Resolution, 0 Miscellaneous Provisions, and other Articles and Schedules of this PPA which are indispensable for survival or amicable settlement of events and transactions pursuant to this PPA.

## CONDITION PRECEDENT

### 1.7 CONDITION PRECEDENT OF THE PROCURER AND THE NODAL AGENCY

- 1.7.1 Procurer shall set up the Payment Security Mechanism as per Article 1.41, within thirty (30) Days from the Execution Date. In case the Procurer is unable to set up the Payment Security, then the Procurer / Nodal Agency within fifteen (15) days from the Execution Date may request for a waiver to set up the Payment Security Mechanism from the SPD. The SPD shall have to respond within fifteen (15) days from the date of request. In case the SPD agrees to provide waiver, the Procurer shall be relieved from this obligation.
- 1.7.2 Procurer shall allocate sufficient shadow free space in its Premise for the PPA Capacity and provide electricity bills of last twenty (24) Months as required by the SPD for the assessment of the exact PPA capacity, within fifteen (15) Days from the Execution Date, to the SPD. Procurer shall allow SPD to visit the Premise for assessment of required space and locating the proposed project. Minimum space provided by Procurer shall be based on one hundred and twenty (120) square feet per kW. SPD may request Procurer for additional space, if required.
- 1.7.3 Pursuant to clause 1.8.2, the Nodal Agency, based on assessment of SPD's submission, shall issue a letter to the SPD and the Procurer on final approved capacity namely "Approval of PPA Capacity", within ten (10) Days from the receipt of SPD's letter of request.
- 1.7.4 If the Procurer does not state otherwise within fifteen (15) Days of approval by Nodal Agency consequent to Article 1.8.2, the capacity shall be deemed confirmed.
- 1.7.5 This letter shall form an integral part of the PPA and shall be annexed as Annexure – I of the PPA once approved under Article 1.7.3. The capacity mentioned in Annexure – I shall then become the PPA Capacity.
- 1.7.6 Procurer should provide the seal and signed undertakings / acknowledgements / letters / applications and any documentary evidence that supports the SPD in completing its Condition Precedents as advised by the Nodal Agency.
- 1.7.7 At the time of net metering application, Procurer shall ensure that there should not be any outstanding electricity dues with the concerned DISCOM.
- 1.7.8 Procurer shall appoint a Special Point of Contact ("SPOC"), with whom the Nodal Agency and the SPD shall directly communicate for the facilitation of the project. Procurer shall share the contact details (Name, Email, Mobile No.) with the Nodal Agency. It is the responsibility of the Procurer to appoint another individual as SPOC in case the previous SPOC is unavailable.
- 1.7.9 Procurer shall have the obligations to fulfil its Condition Precedents listed in Article 1.7.1, 1.7.2, 1.7.4, 1.7.6, 1.7.7 and 1.7.8 except for the situation where the SPD provides a waiver to the Procurer for the obligation stated in Article 1.7.1.

## **1.8 CONDITION PRECEDENT OF THE SOLAR POWER DEVELOPER**

- 1.8.1 Within thirty(30)Daysfrom the execution date, the SPD shall undertake site survey, assess the available capacity at the concerned Distribution Transformer, analyse last twenty-four (24) Months of electricity bills received from the Procurer.
- 1.8.2 If there is a change in the Project's PPA capacity, within two (2) Days from the completion of assessment under 1.8.1, SPD shall submit a "letter of request", with due analysis and relevant documents, to the Nodal Agency and the Procurer. The capacity of the Project under this PPA may increase or decrease subject to Nodal Agency's approval based on the analysis submitted by the SPD. The SPD shall have the right to terminate the PPA if the PPA capacity decreases to 30 kW or less. In case SPD chooses to terminate the PPA, SPD should notify the decision within five (5) Days from the completion of assessment under 1.8.1. In that case, PBG shall be returned within fifteen (15) Days from the date of Termination under Article 1.9.
- 1.8.3 Consequent to Article1.7.3,1.7.6 and 1.8.2, if there is any change in PPA Capacity allowed, PBG of revised value shall be submitted to Nodal Agency within fifteen (15)Days from the confirmation of the PPA Capacity by the Procurer and Nodal Agency both. When Nodal Agency receives PBG of the required value pursuant to Article 1.16.1of the PPA, Nodal Agency shall releases the earlier submitted PBG.
- 1.8.4 Once the revised capacity of the PPA is approved by the Nodal Agency and the Procurer pursuant to Article 1.7.3 and 1.7.6, SPDshall file the Net Metering Application within ten (10) Days from the approval by the Procurer under Article 1.7.6.
- 1.8.5 The SPD within five (5) Days of the filing of the application shall be accountable for submission of the copy of the Net-Metering application and the acknowledgment of DISCOM on successful receipt of the application to the Nodal Agency and the Procurer.
- i. The date of submission of copy of Net-Metering application, acknowledgment from DISCOM and submission of the PBG of the required value after fulfilment of all the Condition Precedents as mentioned in 1.7 and 1.8 above would be termed as Effective Date of the PPA.

## **1.9 CONSEQUENCES OF NON-FULFILMENT OF CONDITIONS PRECEDENT**

- 1.9.1 Unless there is any delay due to the non-compliance of the Nodal Agency and the Procurer to the Article 1.7,if the SPD fails to complete the conditions precedents mentioned in Article1.8 of this PPA. Nodal Agency shall take necessary actions in line Article 1.10may forfeit the PBG submitted by the SPD and the PPA may be terminated.
- 1.9.2 In a situation wherein the SPD is unable to complete its Condition Precedents due to the non-compliance of the Procurer/ Nodal Agency to the Article 1.7, it is the responsibility of the SPD to intimate the occurrence of such events to the Nodal Agency within five (5) Days. The Nodal Agency in such case would assess the situation after discussion with both the SPD and Procurer. In case the situation can be rectified and both parties agree to actively resolve the issues, the Nodal Agency may provide an appropriate extension upto a certain date which shall not be more than three (3) months from the Execution Date.
- 1.9.3 If the PBG of revised value as per Article 1.8.3is not submitted, it shall be considered

as “Refusal to Execute the PPA” and Article 1.10 of the PPA shall be applicable.

1.9.4 SPD shall be entitled for an extension for delay on account of the Nodal Agency and the Procurer pursuant to Article 1.9.1 and 1.9.2. Non-compliance on behalf of the Procurer that result into delays in fulfilment of the condition precedent by the SPD beyond the extension provided by Nodal Agency pursuant to Article 1.9.2, shall lead to termination of PPA, and PBG for the Project shall be returned to the SPD.

1.9.5 In case of termination of PPA pursuant to Article 1.9.3, both the parties shall be relieved from their responsibilities and no party shall be liable to make any payment to the other party.

**1.10 LIQUIDATED DAMAGES ON NON-COMPLIANCE DURING THE PERIOD FROM EXECUTION DATE TILL EFFECTIVE DATE**

1.10.1 Liquidated Damages shall be imposed on SPD at the rate of 5% of PBG per week of delay or part thereof, in case of failure of adhering in submission of revised PBG/ requisite details as mentioned in Article 1.8.3 of Condition Precedents. Procurer in consultation with the Nodal Agency may terminate the PPA in case there is an overall delay beyond ten (10) Weeks from the Execution Date. In such cases the Nodal Agency shall forfeit the complete PBG.

1.10.2 SPD shall be required to refurbish the PBG to its revised value after change in PPA Capacity, if any, within ten (10) Days from the fulfilment of all the CPs of SPD or Effective Date, whichever is earlier.



## **CONSTRUCTION AND INSTALLATION OF THE SYSTEM**

### **1.11 CONDITION SUBSEQUENT OF THE PROCURER**

- 1.11.1 Provide seal and sign undertakings / acknowledgements / letters / applications and any documentary evidence that supports the SPD in completing its condition subsequent.
- 1.11.2 Timely payment of Additional Works as defined in the SCHEDULE 1: SCOPE OF WORK within fifteen (15) Days of raising the invoice by SPD, until the COD or as mutually agreed between the parties
- 1.11.3 Provide unrestricted access to SPD and his contractors for construction related activities under this PPA.

### **1.12 CONDITIONSUBSEQUENT OF THE SOLAR POWER DEVELOPER**

- 1.12.1 Submit Project design and drawings to the Procurer and Nodal Agency within [thirty (30) /sixty (60)]<sup>1</sup> Days from the Effective Date.
- 1.12.2 SPD shall have sent a written notice, within [thirty (30)/ sixty (60)]<sup>1</sup> Days from the Effective Date, to Procurer and Nodal Agency indicating the major Milestones to achieve the SCOD (in the format provided in SCHEDULE 4: COD SCHEDULE). SPD must mention the progress of Net-Metering application, without failing, in the quarterly progress report, the format for which is provided in the RFP.
- 1.12.3 Successful COD of the Project within six (6) Months from the Effective Date of PPA unless there is an extension provided as per Article 1.26 and there are delays attributable to the reasons listed therein.
- 1.12.4 SPD shall be accountable for submission of below mentioned details to Nodal Agency, copying Procurer, to apply for the completion of the project:
  - i. Project layout/drawing, Single line diagram duly signed and authorized by the Inspecting Authority appointed by the Nodal Agency;
  - ii. Bill of Material (BoM) along with requisite test reports and relevant certifications;
- 1.12.5 Submitting the details of Lender(s) including the Name of Contact Person, its Phone Number and official mail ID within five (5) Months from the Effective Date or one (1) Month prior to COD, whichever is early.

### **1.13 CONSEQUENCES OF NON-FULFILMENT OF CONDITIONS SUBSEQUENT**

- 1.13.1 In case of delay by the Procurer to fulfil any one or more of the conditions specified in Article 1.11 due to any Force Majeure event, the time period for fulfilment of the conditions subsequent as mentioned in Article 1.11 shall be appropriately extended. Further, any delay in the fulfilment of Conditions Subsequent as mentioned under Article 1.11 due to reasons attributable to the Procurer shall lead to appropriate extension in the time period for fulfilment of the Conditions Subsequent by the SPD as

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<sup>1</sup> In all the cases it should be 30 Days except in case this Project belongs to a Project Group where the total number of Projects is more than 100

mentioned in Article 1.12.3. In such cases, SPD must have sent a written notice to Procurer and Nodal Agency for extension in SCOD. Once the SPD gets the appropriate extension in SCOD, SPD shall submit the revised indicative timelines to complete the remaining major milestones along with extended SCOD.

- 1.13.2 Save for Article 1.13.1 and 1.26, in case of a failure to meet the requirements mentioned under Article 1.12, the Nodal Agency on behalf of the Procurer shall impose Liquidated Damages in accordance with Article 1.18 as directed by the Competent Authority. In case of delay beyond four (4) weeks in fulfilling the Conditions Subsequent mentioned in Article 1.12 except for article 1.12.3 of PPA, PBG shall be forfeited and the termination of the PPA shall take effect upon the expiry of four (4) weeks. However, in case the delay in meeting the SPD's Conditions Subsequent as stated in Article 1.12 due to the reasons attributable under Article 1.26 and the Procurer not fulfilling its obligations as stated in Article 1.15, the SPD shall be provided with appropriate extension without any LD / penalty. It is the responsibility of the SPD to highlight the challenges they are facing in the quarterly progress report and proactively seek solution from the Nodal Agency or the Power Procurer in a timely manner.”
- 1.13.3 In case of construction work doesn't get started at the site in the given time extension by the SPD, due to unresolved dispute between SPD & Procurer, Nodal agency after due consultation with both SPD and Procurer reserves the right to terminate the PPA on behalf of SPD/Procurer as and when it find required and necessary.

#### **1.14 SOLAR POWER DEVELOPER'S OBLIGATIONS**

- 1.14.1 The SPD undertakes to be responsible, at its own cost and risk, for:
- i. all approvals including Consents required under local regulations, building codes and approvals required from DISCOMs etc. relating to installation and operation of the Project and generation and supply of solar power from the Project to Procurer and maintain the same in full force and effect during the Term of this PPA and Indian Law, as required and relevant. SPD shall update Nodal Agency each month on the status of the approvals in the quarterly progress report. In case the SPD is facing any difficulties in obtaining any approval it can request Nodal Agency for timeline extension for the specific approval. In case there would be no impact on SCOD and financials of the Procurer, Nodal Agency may grant an extension maximum up to eight (8) Weeks with satisfactory reasons.
  - ii. supply to Procurer promptly with copies of each application that it submits to relevant authorities, and copy/ies of each Consent/ license which it obtains. For the avoidance of doubt, it is clarified that the SPD shall be solely responsible for maintaining/ renewing any Consents and for fulfilling all conditions specified therein during the Term of the PPA.
  - iii. design, engineering, supply, finance, erection and Commissioning along with O&M of the grid interactive rooftop solar PV Project along with supply of power, with desired level of performance, for a period of twenty-five (25) Operational Years of Project in accordance with the applicable Law, the Grid Code and the terms and conditions of this PPA and those prescribed in RFP.
  - iv. providing a timely basis relevant information on Project specifications which may be required for interconnecting Project with the Grid. However, any capital expenses incurred towards grid connection of the Projects shall be borne by

Procurer and shall be carried out by SPD in accordance with technical requirement of relevant rules, regulations and procedures.

- v. save for Article 1.26, commencing the supply of power for the PPA Capacity to Procurer no later than the SCOD and continuance of the supply of power throughout the Term of PPA.
- vi. operate and maintain the Project throughout the Term of PPA free and clear of encumbrances, except those expressly permitted under 0.
- vii. maintaining its controlling shareholding prevalent at the time of signing of PPA up to First Operational Year in accordance with the RFP.
- viii. fulfilling all obligations undertaken by the SPD under this PPA, read in conjunction with terms and conditions of RFP;
- ix. upon Termination, it shall be the responsibility of the SPD to transfer the Project to the Procurer free of all encumbrances and at zero cost.
- x. ensure operations of the Project in a prudent utility basis with an objective of regular power supply to Procurer.
- xi. submission of Project Manager's name, within fifteen (15) Days from the Effective Date, to the Procurer and Nodal Agency, who will act as a single point of contact for future communication.
- xii. submit a quarterly progress report during Construction Period (from Effective Date to COD) to Nodal Agency, copying Procurer, within first seven (7) days of the subsequent month.

## **1.15 PROCURER'S OBLIGATIONS**

- 1.15.1 The Procurer shall be responsible to fulfil obligation undertaken by it, including those required as facilitation for installation of Project at the Premises of Procurer, under this PPA at its own cost and risk.
- 1.15.2 Provide access to Nodal Agency, SPD and their contractors to the Premises for project COD and for regular operation and maintenance of the Project.
- 1.15.3 Ensure that there is no outstanding electricity dues with the DISCO. It has its connection with during the Construction Period.
- 1.15.4 Provide access to Project Lenders and Lenders Representatives during the tenor of the loan facility. In case where the Procurer and Building Owner are different, then similar undertaking for access to premises in favour of Lenders has to be provided by the Building Owner.
- 1.15.5 Procurer should not have any lien over the assets financed by Banks like solar modules, inverters, etc. on the procurer's rooftop as those assets belong to the lenders financing the Project.
- 1.15.6 Regularly pay bills for power offtake as per the Monthly Bills submitted by the SPD.
- 1.15.7 Pay the Termination Payment or any other dues, if required, as per the terms of PPA.

## **1.16 BANK GUARANTEES**

### **1.16.1 Performance Bank Guarantee (PBG)**

- i. The SPD shall furnish PBG of nineteen (19) lakhs/MW as stated in the RFP.
- ii. Revised PBGs shall be valid till twelve (12) Months from the Effective Date with a further claim period of six (6) Months or required to be extended as deemed necessary. Failure to submit PBG, as above, without sufficient justification acceptable to the Nodal Agency, shall be considered as not honouring the PPA and the Nodal Agency shall have right to forfeit the PBG.
- iii. Nodal Agency shall release PBG to SPD within three (3) Months from COD.
- iv. Further, in case of delay in achieving/fulfilling any milestone as mentioned in SCOD Schedule or as per Conditions Subsequent or as per Condition Precedent under the PPA, PBG shall be forfeited.

## **1.17 SOLAR POWER DEVELOPER'S CONSTRUCTION RESPONSIBILITIES**

1.17.1 The SPD shall be responsible for design, engineering, supply, finance, erection, testing and Commissioning along with Comprehensive Operation & Maintenance of the grid interactive rooftop solar PV Project, with desired level of performance, for a period of 25 Operational Years of the Project in accordance with the following, it being clearly understood that in the event of inconsistency between two or more of the following, the order of priority as between them shall be the order in which they are placed, with 'applicable law' being the first:

- i. Applicable Law;
- ii. the Grid Code;
- iii. the terms and conditions of this PPA;
- iv. the Functional Specifications as per RFP; and
- v. Prudent Utility Practices.

1.17.2 Notwithstanding anything to the contrary contained in this PPA, the SPD shall ensure that the technical parameters or equipment limits of the Project shall always be subject to the requirements as specified in points Article 1.17.1(i) to (v) above and under no event shall over-ride or contradict the provisions of this PPA and shall not excuse the SPD from the performance of his obligations under this PPA.

### **1.17.3 Construction, Installation and Commissioning of the Project**

- i. The SPD will be responsible for design, engineering, supply, finance, erection and Commissioning along with O&M of the grid interactive rooftop solar PV Project, with desired level of performance, for a period of 25 Operational Years in accordance with this PPA/ RFP. The SPD shall provide to the Nodal Agency, with a copy to Procurer, a bill of materials listing the major equipment constituting the Project. Such bill of materials shall be provided while applying for the COD.

- ii. The SPD shall have access to Premises, as reasonably permitted by the Procurer, to perform the works related to Construction, Commissioning and O&M during the Term of PPA at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical for the purpose of the Project.
- iii. Unless otherwise agreed between the Parties, the SPD shall not do (a) chipping of rooftop; or (b) disturb water proofing of roof (c) carry out any other modification of the Premises without the written consent of the Procurer. One-time cost for strengthening of Premise to the extent required for setting up Solar PV Project during construction shall be borne by Procurer. In case of any ambiguity, SPD and Procurer shall involve Nodal Agency to get the clarity on the roof strengthening works. Cost of repair or maintenance of Premise to the extent required for the Solar PV Project, during the O&M of Project, shall be the responsibility of SPD, other than cost required for water proofing. The cost for water proofing will be the responsibility of SPD for a period of first three (3) Operational Years.
- iv. The SPD shall provide and lay the dedicated electrical cables for delivery of solar power from the Project up to the Delivery Point(s). Distribution of solar power beyond Delivery Point(s) will be the responsibility of the Procurer in accordance with this PPA.
- v. The SPD shall maintain general cleanliness of area around the Project during construction and operation period, i.e., Term of the PPA of the Project. In case any damages is caused to the equipment / facilities owned by the Procurer due to the SPD, the same shall be made good / rectified by the SPD at its risk and cost.
- vi. Subject to any punch-list items which shall be agreed by the Procurer as not being material to COD of the Project, the SPD agrees that it shall achieve the COD of the Project within nine (9) months from Effective Date of this agreement ("SCOD").
- vii. At the time of Commissioning, Procurer shall ensure that sufficient load is available at the Delivery Point(s) to ensure synchronization and drawl of power from the Project.
- viii. If the SPD is unable to commence supply of solar power to the Procurer by the SCOD, other than for the reasons specified in 0 or Article 1.56, the SPD shall pay to Procurer Liquidated Damages for the delay in such commencement of supply of solar power as per the RFP and/or PPA.
- ix. Procurer, in coordination with SPD, shall ensure that all arrangements and infrastructure for transmission or/ and distribution of solar power beyond the Delivery Point(s) are ready on or prior to the COD and is maintained in such state in accordance with applicable laws through the Term of PPA.

1.17.4 Change in Capacity during Construction Period:

- i. After the approval received by SPD under Article 1.7 and 1.8 on PPA Capacity, SPD may request for change in PPA Capacity. Nodal Agency is responsible to verify the propose change in PPA Capacity and approve accordingly within fifteen (15) Days from the receipt of the request.

- ii. SPD request letter for change in PPA Capacity should consist of Change in PPA Capacity, Procurer's consent and total timeline extension required in SCOD. SPD should detail out the reasons for seeking change in PPA Capacity and timeline extension in SCOD.
- iii. Nodal Agency shall verify the SPD's request and issue the Change in PPA Capacity letter to SPD, copy to Procurer, which will become the Annexure II (as per the format given in Schedule V) of PPA and becomes the integral part of PPA.
- iv. In case of multiple change in PPA Capacity during the Construction Period, every time letter issued to SPD shall become the Annexure of PPA and that Annexure becomes the integral part of PPA.
- v. Procurer has right to object any change in PPA Capacity as approved by the Nodal Agency, if any, within five (5) days from the issuance of letter to SPD. If there is no objection raised by the Procurer, it is considered as deemed acceptance of the Procurer.
- vi. Due to change in PPA Capacity, Nodal Agency and Procurer together has right to grant time extension in SCOD under the PPA based on the additional work or difficulties in implementation due to site availability.

## **1.18 LIQUIDATED DAMAGES**

- 1.18.1 In case of natural calamity or any reason beyond the control of SPD or unavoidable circumstances, the work is not completed within the given timeframe, Nodal Agency may consider grant of extension after the reason submitted by SPD are found to be satisfactory, Delay in receipt of equipment of Solar System like solar panel, PCU, etc. from the vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension.
- 1.18.2 If the SPD fails to execute the work and Commission the project on or before the SCOD for the reasons other than the 1.26.1, Nodal Agency shall have the right to impose penalty equivalent to 5% of PBG value per week from the SCOD subject to maximum of twenty (20) Weeks delay. In case of delay beyond extended timeline of twenty (20) Weeks, Nodal Agency may
  - i. allow SPD to work with additional penalty up to ten (10) more Weeks. SPD shall be required to submit additional PBG of 50% of earlier PBG value in the form as mentioned in Article 1.16.1. LD of 5% of additional PBG per week or part thereof shall be levied on SPD.
  - ii. If COD is not achieved within second granted extended time period as per Article 1.18.2i, Nodal Agency shall forfeit the additional PBG and request Procurer to terminate the PPA.
  - iii. Nodal Agency shall pay the total LD collected to the Procurer within sixty (60) Days from the .
- 1.18.3 SPD shall be responsible for completion of all activities mentioned in SCOD schedule within the given time frame. SPD shall include the detail of SCOD and expected COD schedule in the quarterly progress report.

- 1.18.4 Progress in the implementation of the Project shall be monitored by Nodal Agency for milestones mentioned in COD Schedule.

#### **1.19 MEASURING CUF**

1.19.1 SPD shall ensure that all Projects are Remote Monitoring System (“RMS”) enabled. The data from such RMS enabled Projects would be monitored or analysed remotely by Nodal Agency, independently or at its Centralized Monitoring Centre. The SPD shall support Nodal Agency or its authorised representatives in establishing technical handshake between RMS and the Centralized Monitoring Centre. The internal data logger of the RMS system shall work on store-and-forward mechanism. It should be able to store data in case of connectivity outage and forward the stored data once the connectivity is attained. The SPD shall ensure data for a minimum period of one Year is stored in the data logger. The RMS system must also be capable of interfacing with external data loggers as may be installed by the Nodal Agency or its authorised representatives at no extra cost. The SPD shall ensure that the connectivity of the Project with the Centralized Monitoring Centre of Nodal Agency is uninterrupted at all times during O&M period and shall make all necessary arrangements for the same. In addition to the above, the SPD shall ensure and shall have no objection to provide access to RMS and / or any other medium used to transfer data for data acquisition and monitoring the performance of Project(s) by Nodal Agency and the Procurer. Nodal Agency and the Procurer or their authorized agency reserves right to validate the authenticity of such data for which SPD shall extend full access and its cooperation.

1.19.2 Performance of RMS System:- The RMS should have ability to send data on defined internal time so that data should not be lost due to performance and load issue. The information should be shared with trusted system only and should not be available to any other unknown system. The SPD must ensure the yearly availability and connectivity of the RMS system to be at least 99%.

#### **1.20 PROJECT COMPREHENSIVE OPERATION & MAINTENANCE (O&M)**

1.20.1 SPD shall operate and maintain Project, with desired level of performance, during the Term of PPA, read with terms and conditions of RFP, at its sole cost and expenses; provided, that any repair or maintenance costs incurred by the SPD as a result of Procurer’s negligence or breach of its obligations hereunder, as certified by Nodal Agency, shall be reimbursed in full by the Procurer. The timelines for O&M would be 7 A.M. to 7 P.M. or any other time as mutually decided between Procurer and the SPD.

1.20.2 Procurer shall not undertake any O&M activity related to Project. SPD shall ensure that Project is adequately maintained and operated to serve the purpose envisaged in PPA and RFP.

1.20.3 The SPD will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at his own cost. It is advisable for the Bidder to ensure proper arrangements for cleaning of panels (at least 2 cycles in a Month) in order to maintain the requisite performance expectations.

#### **1.21 SOLAR POWER DEVELOPER’S DEFECT LIABILITY**

1.21.1 If it shall appear to the Nodal Agency that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior quality, the SPD shall forthwith rectify or remove and replace that item so specified and provide

other proper and suitable materials at its own charge and cost if so desired by Nodal Agency in writing.

- 1.21.2 The SPD shall also be undertaking the operation and maintenance of the project and consequently shall be required to rectify any defects within seventy-two (72)Hours that emerge during the O&M of the Project for the Term of the PPA.

## **1.22 PROJECTDISRUPTIONS**

### **1.22.1 Unavailability of Premises**

- i. If, for reasons other than the SPD's breach of its obligations under this PPA and/ or RFP, SPD is not provided with the access to the Premises as necessary to operate and maintain the Project, such time period shall be excluded from the calculation of CUF.
- ii. If, for reasons other than the SPD's breach of its obligations under this PPA and/ or RFP, energy generation from Project is hampered significantly or stopped, such time period shall be excluded from the calculation of CUF.
- iii. Period during which the grid is unavailable due to power cut or grid is unstable during generation hours and in turn leading to lower generation, such hours shall be excluded for the purpose of calculation of CUF.
- iv. Procurer shall continue to make all payments for the solar power during such period of Project disruption other than 0 at same Tariff as applicable for the period of Project disruption ("Disruption Period"). For the purpose of calculating solar power payments and lost revenue for such Disruption Period, Deemed Generation shall be considered for calculation of lost revenue or payment obligation of Procurer. Loss in revenue for the Disruption Period would be multiplication of Tariff of that Operational Year and difference in Deemed Generation and Actual Generation over such period. SPD shall inform about the disruption or outage in Project, for reasons attributable to Procurer in writing with date and time of such occurrence, and Procurer's liability shall start from the date of intimation of disruption or outage in the rooftop system, on account of Procurer.

### **1.22.2 Roof repair and other Project disruptions**

- i. In the event that (i) the Procurer repairs the Premises' roof for any reason not directly related to damage, if any, caused by the Project, and such repair requires the partial or complete temporary disassembly or movement of Project, or (ii) any act or omission of Procurer or Procurer's employees, affiliates, agents or subcontractors (collectively, a "Procurer Act") results in a disruption or outage in Project's power generation, and such events are attributable to Procurer except Force Majeure, then, in either case, Procurer shall:
  - a. Pay the SPD such amount of money as prudently determined and agreed by and between SPD and the Procurer for all work required by the SPD to disassemble or move or shifting the Project. The costing would be at mutually decided rate or latest Schedule of Rates (SOR) published by concerned DISCOM or any authorised agency, whichever is lower for similar works; and



- b. Continue to make all payments for the solar power during such period of Project disruption at same Tariff as applicable for the period of Project disruption (“Disruption Period”). For the purpose of calculating solar power payments and lost revenue for such Disruption Period, Deemed Generation shall be considered for calculation of lost revenue or payment obligation of Procurer. Loss in revenue for the Disruption Period would be multiplication of Tariff of that Operational Year and difference in Deemed Generation for number of days such event occurs and Actual Generation. SPD shall inform about the disruption or outage in Project, for reasons attributable to Procurer in writing with date and time of such occurrence, and Procurer’s liability shall start from the date of intimation of disruption or outage in system production, on account of Procurer.
- ii. If any structures within the Procurer’s premise partially or wholly shade any part of the Project after the two (2) Months of COD, the SPD may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission, failing which the SPD shall claim provisional Deemed Generation till the issue is finally settled.

Calculation for loss in revenue for the period = (Deemed Generation X number of Days such event occurs - Actual generation) X Tariff of that Operational Year.

- iii. The SPD is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project for the O&M period of first three (3) Operational Years. The SPD should immediately take necessary action to repair any damage to the water proofing. However, in such situations, SPD shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to Procurer. If SPD fails to do required water proofing within seven (7) Days from the day of identification of issue, Procurer may get the same done at prevailing market rate and SPD shall reimburse the same to Procurer. If the SPD fails to reimburse the expenses to the Procurer then such expenses shall be adjusted by the Procurer from the solar generation Monthly Bills of future Months or as mutually agreed.

### **1.23 QUALITY OF WORKMANSHIP**

- 1.23.1 The SPD shall ensure that the Project is designed, built and completed in a good workman like manner using sound engineering construction practices and using only materials and equipment that are new and of international utility grade quality such that, the useful life of the Project will be till the Expiry Date.
- 1.23.2 The SPD shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Indian Standards and Codes issued by Bureau of Indian Standards (BIS)/ International Electro technical Commission (IEC).

### **1.24 CONSTRUCTION DOCUMENTS**

- 1.24.1 The SPD shall retain at the Premises and make available for inspection to Procurer and the Nodal Agency or its authorized agency at all reasonable times, copies of the results of all tests specified in Tariff Schedule hereof.

## 1.25 DELIVERY OF SOLAR POWER

### 1.25.1 Purchase Requirement

- i. Procurer agrees to purchase one hundred percent (100%) of the solar energy generated by the Project and made available by the SPD to Procurer at the Delivery Point(s), during each Operational Year of the Term of PPA.
- ii. It is possible that the SPD is not able to achieve optimum generation from the installation due to the following reasons:-
  - a. It could be due to demand side variations i.e. Procurer's load gets reduced so that it leads to lower power flow (applicable for generation under Category III supply only);
  - b. It could be due to supply side variation i.e. significant degradation of the panel, sufficient maintenance and operations is not done and SPD is not able to achieve Minimum CUF for consecutive four (4) months.
- iii. The following action would be taken in the situations mentioned in b) above:
  - a. **In cases where lower generation is due to demand side variation then:-**
    - i. Procurer to pay the SPD, for the loss in revenue due to lower demand of Procurer. Loss in Revenue for the period would be equal to the multiplication of (Deemed Generation X number of days such event occurs - Actual Generation) with Tariff of that Operational Year (applicable for generation under Category III supply only).
  - b. **In cases where lower generation is due to supply side reasons:**
    - i. Then SPD to be penalized for generation lower than Minimum CUF. Penalty for the period would be equal to the multiplication of difference of (Deemed Generation X number of Days such event occurs - Actual Generation) with 20% of Tariff of that Operational Year. Penalty amount shall be adjusted in the subsequent Monthly Bills of the Procurer;
    - ii. While calculating Minimum CUF, period of unavailability of Grid shall be excluded.

### 1.25.2 Suspension of Delivery

The SPD shall be entitled to suspend delivery of electricity from the Project to the Delivery Point(s) for the purpose of maintaining and repairing the Project upon giving notice of at least three (3) Days in advance to the Procurer, except in the case of emergency repairs. Such suspension of service shall not constitute a breach of this PPA, provided that the SPD shall use commercially reasonable efforts to minimize any interruption in service to the Procurer. However, any preventive maintenance shall be done only during the period when Project is not generating.

### 1.25.3 Title to the Project

Throughout the duration of the PPA, the SPD shall be the legal and beneficial owner of the

Project at all times, and the Project shall remain a property of the SPD and shall not attach to or be deemed a part of, or fixture to, the Premises. The title to the Project will be transferred to the Procurer at Termination of the PPA at the end of the Term (i.e. after completion of twenty-five (25) Operational Years) within thirty (30) Days. The title to be transferred to Procurer free of all encumbrances and at zero cost to the Procurer.

## **1.26 EXTENSIONS OF TIME**

1.26.1 In the event that the SPD is prevented from performing its obligations under Article 1.14 by the SCOD due to:

- i. any Procurer Event of Default; or
- ii. Force Majeure Events affecting Procurer; or
- iii. Force Majeure Events affecting the SPD; or
- iv. Any SCOD extension granted under Article 1.17.4.

The SCOD shall be deferred, subject to the limit prescribed in Article 1.26.2, for a reasonable period but not less than 'Day for Day' basis, to permit the SPD or Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the SPD or Procurer, or till such time such Event of Default is rectified by Procurer.

1.26.2 Subject to Article 1.26.6 and 1.26.7, in case of extension occurring due to reasons specified in Article 1.26.1i and 0, any of the dates specified therein can be extended, subject to the condition that the SCOD would not be extended by more than twenty (20) Weeks.

1.26.3 In case of extension due to reasons specified in Article 1.26.1ii and 1.26.1iii, and if such Force Majeure Event continues even after a maximum period of sixty (60) Days, any of the Parties may choose to terminate the PPA as per the provisions of Article 1.59.

1.26.4 If the Parties have not agreed, within fifteen (15) Days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the SCOD should be deferred by, any Party may raise the Dispute to be resolved in accordance with 0.

1.26.5 As a result of such extension, the SCOD newly determined shall be deemed to be the SCOD for the purposes of this PPA.

1.26.6 Notwithstanding anything to the contrary contained in this PPA, any extension of the SCOD arising due to any reason envisaged in this PPA shall not be allowed beyond thirty (30) Weeks or the Date determined pursuant to Articles 1.26.2 or/ and 1.26.3, whichever is later.

1.26.7 For getting extension of time under Article 1.26.10, SPD shall notify Nodal Agency and Procurer, at least fifteen (15) Days in advance of SCOD, and detailed out the probable reasons for delay. Any delay on account of non-compliance of SPD, in accordance with Policy and Regulation, in getting Commissioning approval/certificate, Nodal Agency shall levy a one-time penalty of INR 500 per kW for PPA Capacity.

**1.27 INSPECTION/ VERIFICATION**

- 1.27.1 The SPD shall be further required to provide entry to the Premises of the Project at all times during the Term of PPA to Procurer and Nodal Agency.

The Lenders and Lender's Representatives shall be provided access to the Premises of the project by the Procurer/Building Owner (as the case may be) so as to enable Lenders to conduct regular site inspection.

- 1.27.2 Nodal Agency shall be responsible for inspection and verification of the Project works being carried out by the SPD at the Premises. If it is found that the construction works/ operation of the Project is not as per RFP/ PPA, it may seek clarifications from SPD or require the works to be stopped or to comply with the instructions of Nodal Agency.

## **SYNCHRONISATION, SYSTEM ACCEPTANCE TESTING AND COMMISSIONING**

### **1.28 SYNCHRONIZATION**

- 1.28.1 The SPD shall give the concerned DISCOM, Nodal Agency and Procurer at least Thirty (30) Days advanced preliminary written notice and at least Fifteen (15) Days advanced final written notice, of the date on which it intends to synchronize the Project.
- 1.28.2 Subject to Article 1.28.1, the Project may be synchronized by the SPD when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid. Prior to synchronization of the Project, the SPD shall be required to get the Project certified for the requisite acceptance/ performance test as may be laid down by Central Electricity Authority or an agency identified by the central government / state government to carry out testing and certification for the solar rooftop projects.
- 1.28.3 The synchronization equipment shall be installed by the SPD at its generation facility of the Project at its own cost. The SPD shall synchronize its Project with the DISCOM grid only when the approval of synchronization scheme is granted by the concerned DISCOM and checking/verification is made by the concerned authorities of the DISCOM.

### **1.29 COMMISSIONING OF THE PROJECT**

- 1.29.1 For the purpose of obtaining Commissioning certificate from the Nodal Agency, following documents shall be submitted:
- i. Inspection Report of the Work(s) as per prescribed format provided by Nodal Agency.
  - ii. CEIG Approval for the PPA Capacity, if applicable; (In compliance with section 162 of Electricity Act, 2003 installation of Grid Connected RE System up to 100 kW capacity is exempt from Chief Electrical Inspector to Government (CEIG) approval, Further, Grid Connected RE System up to 500 kVA capacity as per MOP notification no 1204, May 2016 would be exempt from obtaining approval from Chief Electrical Inspector to Government (CEIG)).
  - iii. Project fulfilment certificate from Procurer and DREO/AUTHORIZED REPRESENTATIVE OF MPUVN for the PPA Capacity. SPD shall be required to submit PPA Capacity Fulfilment certificate (in accordance with FORMAT-1: FULFILLMENT CERTIFICATE) certified by DREO/AUTHORIZED REPRESENTATIVE OF MPUVN and Procurer both.
  - iv. Submission of documents as per article 1.12.4

### **1.30 SYSTEM ACCEPTANCE TESTING AND COMMISSIONING**

- 1.30.1 In case of Category I systems, SPD shall conduct testing of the Project after it has sought appropriate approvals from the concerned DISCOMs for the installation of the Net Meter and connection of the Project with the grid.
- 1.30.2 The SPD shall in the presence of designated representatives of Nodal Agency and

Procurer establishes the successful Commissioning of the Project.

- 1.30.3 For successful Commissioning of the Project, SPD shall demonstrate that the Project delivers Capacity Utilization Factor (“CUF”) of at least seventeen percent (17%) on any selected day by the SPD, Procurer and Authorized Representative of MPUVNL, adjusted for seasonality as tabulated below.

<b>Month</b>	<b>Generation per kW per Day by the project (kWh)</b>
<b>January</b>	4.20
<b>February</b>	4.69
<b>March</b>	4.91
<b>April</b>	4.84
<b>May</b>	4.52
<b>June</b>	3.74
<b>July</b>	2.90
<b>August</b>	2.64
<b>September</b>	3.64
<b>October</b>	4.41
<b>November</b>	4.42
<b>December</b>	4.03

- 1.30.4 If the results indicates that the Project is capable of generating solar energy and produces the required CUF on a Day in a Month as per Article 1.30.3, in accordance with the applicable rules/regulation/policies, as prescribed in RFP, SPD shall send a written notice to Nodal Agency, with a copy to Procurer, to that effect, and the date of successful conducting such tests and injection of solar power at Delivery Point(s) shall be the “Commercial Operation Date” as certified under RFP and/or PPA.
- 1.30.5 The SPD shall undertake a Commissioning in accordance with the provisions of Scope of Work as mentioned in SCHEDULE 1: SCOPE OF WORK of the PPA, as soon as reasonably practicable [and in no event later than two (2) Weeks or such longer period as mutually agreed between the SPD and Procurer after the point at which it is no longer prevented from doing so by the effects of Force Majeure Events or Procurer’s Event of Default (as appropriate and applicable)] and if such Commissioning of PPA Capacity is not duly completed on or before the SCOD, SPD shall be required to pay Liquidated Damages to Nodal Agency in accordance with Article 1.18.
- 1.30.6 SPD shall be required to get the Project certified for the desired performance for Commissioning as laid down in RFP. Project shall be Commissioned on the Day after the date when Procurer and SPD receives a final Commissioning Certificate from the Nodal Agency in accordance with prevalent policy and regulation. SPD starts injecting power from the Project to the Delivery Point(s) from the day of Commissioning.
- 1.30.7 The SPD expressly agrees that all costs incurred by it in synchronizing, connecting, and/ or Commissioning a Project shall be solely and completely to its account and Procurer has no liability other than the amount of the Tariff payable for such power output as per relevant Law applicable at the time.
- 1.30.8 The Parties shall comply with the provisions of the applicable Law including, in particular, Grid Code as amended from time to time regarding operation and maintenance of the Project and all matters incidental thereto.

## **DISPATCH**

### **1.31 DISPATCH**

- 1.31.1 The Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any, as specified by concerned SLDC/ RLDC from time to time.

## METERING AND BILLING

### 1.32 METERING

- 1.32.1 Metering and grid connectivity, if required, of Project would be the responsibility of the SPD in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA and Policy for Decentralized Renewable Energy System, Madhya Pradesh/ MPERC (Grid Connected Net Metering) Regulations, 2015 and their amendments/ substitutions. Nodal Agency/ Procurer could facilitate in the process; however, the entire responsibility towards such arrangements lies with SPD only.
- 1.32.2 In case of Category I and Category III Projects, the SPD shall install the Generation Meter(s) separately near the output of Inverter(s) of both the Category Projects and for Category I systems, Net-Meter shall be located in place of present DISCOM's metering system.
- 1.32.3 The accuracy class, current rating and certifications of the net meter and generation meter shall conform with the standards for net meter and standards for generation meter as provided under the concerned Regulations/ Rules/ Policy including Madhya Pradesh Policy for Decentralized Renewable Energy System, 2016 and any subsequent amendment.
- 1.32.4 The Metering System shall have such inbuilt provisions that it senses grid availability and when grid is not available it should isolate Project;
- 1.32.5 The Generation Meter will be read by the SPD's personnel on the Metering Date on monthly basis. The authorized representative of the Procurer can be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the joint meter reading report is not signed in the first three (3) Business Days of Metering Date of any month due to non-availability of the Procurer's authorized representative, the report signed by the SPD shall be considered as joint meter reading report, the Parties agree that such joint meter reading report shall be final and binding on the Parties.
- 1.32.6 Meters and metering equipment shall be tested as per provision of MPERC and as per IS 14697 at CPRI or at any NABL accredited lab before installation at site on the cost of SPD and should be properly sealed in the presence of designated authority from Nodal Agency at the time of installation.
- 1.32.7 The Metering System at the Delivery Point(s) and any additional meters required by Applicable Law shall be tested, maintained and owned by the SPD.
- 1.32.8 The Procurer, at its own discretion, may install a check meter, at its cost, to verify the measurements of the Metering System.
- 1.32.9 The risk and title to the solar power supplied by the SPD shall pass to the Procurer at the Delivery Point(s).
- 1.32.10 The energy metering of Projects, in kWh separately, shall be on monthly basis as follows:
  - i. equal to gross energy generated for a net metered Project;



- ii. equal to gross energy generation for Project installed under Category III.

**1.33 BILLING**

- 1.33.1 The energy billable to Procurer, by SPD, shall be computed on monthly basis by multiplying the Tariff applicable in that Month of the Operational Year as per SCHEDULE 6: LETTER FROM NODAL AGENCY CONFIRMING COD AND APPLICABLE TARIFF with the gross energy generated (with the upper limit being the deemed generation for the month) from the Project.
- 1.33.2 Import and export of energy from Project operating on net metered basis shall be settled as per MPERC (Grid Connected Net Metering) Regulations, 2015 / Policy for Decentralized Renewable Energy System, Madhya Pradesh, 2016 and their amendments/ substitutions.
- 1.33.3 Settlement of Projects operating for consumption under Category III shall be done as described under 0

## **TARIFF AND PAYMENT**

### **1.34 CONSIDERATION**

- 1.34.1 Procurer shall pay to the SPD monthly payment towards energy consumed from the Project as per the Metering and Billing as described in 0 above for each Month during the period from the COD to Expiry Date at a Tariff corresponding to the Operational Year upon pursuant to RFP.
- i. All the payment from Procurer to SPD shall be routed through the Lender's designated Bank Account or as mutually agreed between parties.
- 1.34.2 The final Discovered Tariff or RA L1 Tariff or revised as determined by the Nodal Agency as per SCHEDULE 3: TARIFF SCHEDULE, for First Operational Year shall be applicable for the period from COD till the end of First Operational Year.

### **1.35 INVOICE**

- 1.35.1 The SPD shall invoice Procurer on or before third Business Day of each Month ("Metering Date") in respect of energy generated the immediately preceding month. However, the last monthly invoice pursuant to this PPA shall include energy generated only till the Expiration Date of this PPA.
- 1.35.2 The Procurer shall be billed for Category III in the following manner:-
- i. The Procurer consuming energy under CategoryIII shall be billed for actual consumption for a month, if it is more than the Deemed Generation for the month. In case, actual consumption is less than the Deemed Generation, SPD shall charge in accordance with the Article1.25.
- 1.35.3 The Invoice to the Procurer shall include:
- i. Depending on the mode of Project Commissioning, Gross energy generated for a net metered Projecti.e., under CategoryI or Gross energy generation for Project installed under CategoryIII
  - ii. Supporting data, documents and calculations in accordance with this PPA;

### **1.36 DUE DATE**

- 1.36.1 If there is no dispute on an Invoice, Procurer shall pay all amounts due under the Invoice within fifteen (15) Business Days after the date of the receipt of the invoice in Procurer's office ("Due Date") through e-mail or/ and FAX.

### **1.37 METHOD OF PAYMENT**

- 1.37.1 Procurer shall make all payments under the PPA by cheque or electronic funds transfer of immediately available funds to the designated bank account. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment, duties or other charges and not subject to reduction, set-off, or adjustment of any kind. If the Procurer deducts

any tax at source, the Procurer will issue a tax credit certificate as per law.

**1.38 LATE PAYMENT**

1.38.1 Save for provisions in for disputed Bills, in case payment against any Invoice is delayed by the Procurer beyond its Due Date, a Late Payment Surcharge shall be payable by Procurer to the SPD at the rate of 1.5% per Month ("Late Payment Surcharge") calculated on the amount of outstanding payment, calculated on a Day to Day basis for each Day of the delay beyond the Due Date, compounded on monthly basis. Late Payment Surcharge shall be claimed by the SPD through its subsequent Invoice.

**1.39 REBATE**

1.39.1 Save for any dispute, Procurer shall be eligible for rebate of 1% per Month on the amount of outstanding payment, for payment of any Bill within first seven (7) Business Days from the Metering Date, calculated on a Day to Day basis for each Day of the.

1.39.2 In case of any disputed bill, the rebate shall be allowed on only that payment which is made within first seven (7) days of Metering Date, irrespective of the outcome of final settlement of the dispute.

1.39.3 No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties and cess etc.

**1.40 DISPUTED BILL**

1.40.1 If the Procurer does not dispute a Monthly Bill or a Supplementary Bill raised by SPD within ten (10) Days from the receipt of Monthly Bill, such Bill shall be taken as conclusive.

1.40.2 If the Procurer disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall within ten (10) Days of receipt of such Bill, issue a notice (the "Bill Dispute Notice") to the SPD setting out:

- i. the details of the disputed amount;
- ii. its estimate of what the correct amount should be; and
- iii. all written material in support of its claim.

1.40.3 If the SPD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 1.40.2, the SPD shall revise such Bill and present along with the next Monthly Bill.

1.40.4 If the SPD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 1.40.2, it shall, within seven (7) Days of receiving the Bill Dispute Notice, furnish a reply to Bill Dispute Notice to the Procurer providing:

- i. its reasons against dispute;
- ii. its estimate of what the correct amount should be; and

iii. all written material in support of its counter-claim.

1.40.5 Upon receipt of the reply to Bill Dispute Notice from SPD, by Procurer, under Article 1.40.4, authorized representative(s) or a director of the board of directors/ member of board of the Procurer and SPD shall meet and make best endeavours to amicably resolve such dispute within seven (7) Days of receipt of the reply to the Bill Dispute Notice.

1.40.6 If the Parties do not amicably resolve the Dispute within seven (7) Days of receipt of reply to the Bill Dispute Notice pursuant to Article 1.40.4, the matter shall be referred to Dispute resolution in accordance with 0.

1.40.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, Procurer shall, without prejudice to its right to Dispute, be under an obligation to make payment of 100% of the undisputed amount of the concerned Monthly Bill, and 90% of disputed amount under protest within fifteen (15) Business Days after the date of the receipt of the invoice. Once the dispute is settled, the correction amount shall be adjusted with the monthly interest rate of 1.50% computed on daily basis;

#### **1.41 PAYMENT SECURITY MECHANISM**

1.41.1 Procurer shall provide to the SPD, in respect of payment of its Monthly Bills and/or Supplementary Bills, an yearly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the SPD in accordance with this Article.

1.41.2 On the Execution Date, Procurer through a scheduled bank at \_\_\_\_\_ [Identified Place] open a Letter of Credit in favour of the SPD, to be made operative from the SCOD . In case an extension is provided, or the project is Commissioned before the SCOD, the operative date of the Letter of Credit shall be the COD date.

i. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount for the first Operational Year, equal to four hundred percent (400%) of the estimated average monthly billing;

ii. for each subsequent Operational Year, in case the average monthly billing of the previous Operational Year is more than the average monthly billing amount considered for the current Operational Year, then it shall be equal to four hundred percent (400%) of the average of the monthly billing of the previous Operational Year else the same average monthly billing amount shall be considered.

1.41.3 Provided that the SPD shall not draw upon such Letter of Credit prior to the end of 30th Day from the Due Date of the relevant Monthly Bill and/or Supplementary Bill and shall not make more than one drawal in a Month.

1.41.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 1.41.2 due to any reason whatsoever, Procurer shall restore such shortfall within seven (7) Business Days.

1.41.5 If the SPD draws from the Letter of Credit, the amount corresponding to the drawn

amount shall be deposited in the designated bank account.

- 1.41.6 Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate the SPD, in writing regarding establishing of such irrevocable Letter of Credit.
- 1.41.7 Procurer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) Business Days prior to its expiry.
- 1.41.8 All costs relating to opening, maintenance of the Letter of Credit shall be borne by Procurer.
- 1.41.9 If Procurer fails to pay a Monthly Bill or Supplementary Bill or part thereof within thirty (30) Days from the Due Date, then, subject to Article 1.41.6, the SPD may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from Procurer, an amount equal to the shortfall of the payment made towards such Monthly Bill or Supplementary Bill or part thereof, if applicable, in accordance with Article 1.38 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
  - i. a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to SPD and;
  - ii. a certificate from the SPD to the effect that the bill at item i above, or specified part thereof, is in accordance with the PPA and has remained unpaid beyond the Due Date;

#### **1.42 QUARTERLY AND ANNUAL RECONCILIATION**

- 1.42.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within thirty (30) Days of the end of the quarter of each Operational Year and annual reconciliation at the end of each Operational Year within thirty (30) Days of the end of the Operational Year to take into account the Energy Accounts, payment adjustments, Tariff rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this PPA.
- 1.42.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of an Operational Year or a full Operational Year, as the case may be, has been finally verified and adjusted, the SPD and Procurer shall jointly sign such reconciliation statement. Within fifteen (15) Days of signing of a reconciliation statement, the SPD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the SPD or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of 0

#### **1.43 PAYMENT OF SUPPLEMENTARY BILL**

- 1.43.1 Procurer/ SPD may raise a ("Supplementary Bill") for payment on account of:
  - i. Adjustments required by the Energy Accounts (if applicable); or
  - ii. Change in Law as provided in 1.51.1iv;

- 1.43.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the SPD to the SPD's Designated Account by Due Date. Similarly, the SPD shall pay all amounts due under a Supplementary Bill raised by Procurer by the Due Date to Procurer's designated bank account and notify such Procurer of such payment on the same Day.
- 1.43.3 In the event of delay in payment of a Supplementary Bill by the SPD beyond its Due Date or by Procurer beyond the 30th Day from the Due Date, as the case may be, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 1.38.

## **INSURANCES**

### **1.44 INSURANCE**

- 1.44.1 The SPD shall maintain at its own costs, throughout the Term of PPA and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to, theft, damages, comprehensive general liability insurance covering the Project and accidental losses, bodily harm, injury, death of all individuals employed/assigned by the SPD to perform the services required under this PPA.

### **1.45 APPLICATION OF INSURANCE PROCEEDS**

- 1.45.1 Save as expressly provided in this PPA or respective Insurances, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal or making good of such loss or damage of the Project.
- 1.45.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the respective Insurances make payment on a "total loss" or equivalent basis, Procurer shall have no claim on such proceeds of such Insurance.

### **1.46 EFFECT ON LIABILITY OF PROCURER**

- 1.46.1 Notwithstanding any liability or obligation that may arise under this PPA, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the SPD can claim compensation, under any Insurance shall not be charged to or payable by Procurer.

## **FORCE MAJEURE**

### **1.47 DEFINITIONS**

1.47.1 In this Article, the following terms shall have the following meanings:

#### *Affected Party*

1.47.2 An affected Party means Procurer or the SPD whose performance has been affected by an event of Force Majeure.

1.47.3 An event of Force Majeure affecting the DISCOM, which has affected the interconnection facilities, shall be deemed to be an event of Force Majeure affecting the SPD.

1.47.4 Any event of Force Majeure affecting the performance of the SPD's contractors, shall be deemed to be an event of Force Majeure affecting SPD only if the Force Majeure event is affecting and resulting in:

- i. late delivery of plant, machinery, equipment, materials, spare parts, fuel, water or consumables for the Project; or
- ii. a delay in the performance of any of the SPD's contractors for other works associated with Project.

#### *Force Majeure*

1.47.5 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this PPA, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care:

- i. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado, epidemic, pandemic or exceptionally adverse weather conditions which are in excess of historical statistical measures, act of war, terrorist attack, public disorders, civil disturbances, riots, insurrection, sabotage, rebellion, blockade, embargo ;
- ii. A Force Majeure Event shall not be based on the Economic hardship of either Party. In case of any damage because of force majeure event, the Project shall be repaired / commissioned at its own cost by the SPD.
- iii. the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consent required by the SPD or any of the SPD's contractors to perform their obligations under the Project documents or any unlawful, unreasonable or discriminatory refusal to grant any other consent required for the development/ operation of the Project. Provided that an appropriate court of law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes



the same down.

- iv. radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.
- v. Industry wide strikes and labour disturbances having a nationwide impact in India.
- vi. Nation/state-wide strike, lockout, boycotts or other industrial disputes which are not directly and solely attributable to the actions of the Affected Party, but does not include strike or labour unrest limited to the Affected Party or the SPD Related Parties;

#### **1.48 FORCE MAJEURE EXCLUSIONS**

1.48.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- i. Inability to obtain permission from DISCOM (for Category I Projects)
- ii. Inability to obtain commissioning certificate from Nodal Agency
- iii. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, fuel or consumables for the Project;
- iv. Delay in the performance of any contractor, sub-contractor or their agents excluding the conditions as mentioned in Article 1.47.5;
- v. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- vi. Strikes at the facilities of the Affected Party;
- vii. Insufficiency of finances or funds or the PPA becoming onerous to perform; and
- viii. Non-performance caused by, or connected with, the Affected Party's:
  - a. Negligent or intentional acts, errors or omissions;
  - b. Failure to comply with an Indian Law; or
  - iii. Breach of, or default under this PPA.

#### **1.49 NOTIFICATION OF FORCE MAJEURE EVENT**

1.49.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than three (3) Days after the date on

which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) Day after such reinstatement.

- 1.49.2 Provided that such notice of Force Majeure shall be a pre-condition to the Affected Party's entitlement to claim relief under this PPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (weekly or monthly basis, as communicated and agreed upon between the Parties in writing) reports on the existence Force Majeure and/ or progress of those remedial measures and such information as the other Party may reasonably request about the Force Majeure Event.
- 1.49.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this PPA, as soon as practicable, but not later than seven (7) Days after becoming aware of each of these cessations.
- 1.49.4 In case of delay in Payment due to Force Majeure, Affected Party shall have inform the other Party and make payment as soon as effect of Force Majeure shall be ended on Affected Party payment obligation.

## **1.50 DUTY TO PERFORM AND DUTY TO MITIGATE**

- 1.50.1 To the extent not prevented by a Force Majeure Event pursuant to Article1.49, the Affected Party shall continue to perform its obligations pursuant to this PPA. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

## **1.51 AVAILABLE RELIEF FOR A FORCE MAJEURE EVENT**

- 1.51.1 Subject to this 0
- i. no Party shall be in breach of its obligations pursuant to this PPA except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
  - ii. every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article1.26;
  - iii. For avoidance of doubt, none of either Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this PPA shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
  - iv. Provided that no payments shall be made by either Party affected by a Force

Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

## **CHANGE IN LAW**

### **1.52 DEFINITIONS**

In this Article, the following terms shall have the following meanings:

- 1.52.1 "Change in Law" means the occurrence of any of the following events after the Bid Submission Date resulting into any additional recurring/ non-recurring expenditure by the SPD or any income to the SPD:
- i. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
  - ii. change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
  - iii. the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
  - iv. change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the SPD, which results in any change in any cost of or revenue from the business of selling electricity by the SPD to Procurer under the terms of this PPA;
  - v. a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the SPD;
  - vi. change in the Rules, Regulations, Orders or any document issued or released by the CERC/ CEA/ MPERC/ MPPMCL/ MP DISCOMs or any other Government Authority;
  - vii. any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by SPD as per the terms of this PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the SPD, or (ii) change in the rates of existing taxes applicable to the SPD or (iv) change in income taxes applicable for the SPD

### **1.53 NOTIFICATION OF CHANGE IN LAW**

- 1.53.1 If the SPD is affected by a Change in Law in accordance with this 0and wishes to invoke a Change in Law provision, it shall give notice to Procurer of such Change in Law as soon as reasonably practicable after becoming aware of the same or should

reasonably have known of the Change in Law but not later by thirty (30) Days from the date of such the notification regarding Change in Law.

1.53.2 Notwithstanding Article 1.53.1, the SPD shall be obliged to serve a notice to Procurer if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this PPA, the obligation to inform Procurer contained herein shall be material. However, in case the SPD has not provided such notice, Procurer shall have the right to issue such notice to the SPD.

1.53.3 Any notice served pursuant to Change in Law shall provide, amongst other things, precise details of:

- i. the Change in Law; and
- ii. the effects on the SPD of the matters relevant for Construction Period and the operation period for the Project.

**1.54 RELIEF FOR CHANGE IN LAW**

1.54.1 The aggrieved Party shall be required to approach the Nodal Agency for seeking appropriate relief under Change in Law.

1.54.2 The decision of the Nodal Agency to acknowledge a Change in Law and the date from which it will become effective and relief provided for the same shall be final and binding on both the Parties. Principle that the purpose of compensating the Party affected by such Change in Law, is to restore through Monthly Bill payment, to the extent contemplated in this 0, the affected Party to the same economic position as if such Change in Law has not occurred.

Impact	Variation due to change in existing taxes/ duties or enactment of new law/ taxes/ duties	Proportionate adjustments to the tariff	Effective Timelines
<p><b>Impact on Capital Cost</b> <b>(Adjustments will be considered only if the overall impact due to all Change in Law events would be more than the 2.5% of Normative Capital Cost{threshold})</b></p>	<p><math>\pm X\%</math></p>	<p><math>\pm 0.8 X\%</math></p>	<p>If the relevant changes are notified after Bid Deadline as per RFP and, (3) Months prior to the COD of the Project.</p>
<p><b>Impact on Operational Cost</b></p>	<p><math>\pm Y\%</math></p>	<p><math>\pm 0.1 Y\%</math></p>	<p>If the relevant change is notified after Bid Deadline</p>

<p><b>(Adjustments will be made only if the overall impact due to all Change in Law events would be more than 10% of O&amp;M Cost{threshold})</b></p>			<p>as mentioned in RFP, adjustments in tariff shall be provided till the time such change is in force.</p>
<p><b>Illustration:</b></p>			
<p>i. Say, there is a Change in Law event, which increase the duty on Inverter by 10%. Due to this event, the Capital Cost would increase by <math>9\% \times 10\% = 0.9\%</math>. Since it did not cross the threshold of 2.5%, no adjustment shall be provided.</p> <p>ii. Say, there are multiple Change in Law events which increase the duty on Solar Module by 10% and on inverter by 10%. Due to this, the Capital Cost would increase by <math>56.4\% \times 10\% + 9\% \times 10\% = 6.54\%</math>. Since this crosses the threshold of 2.5% for the Capital Cost, adjustment shall be provided for <math>6.54\% - 2.5\% = 4.04\%</math>. Proportionate adjustment in the tariff as per the formula given in the table shall be <math>0.8 \times 4.04\% = 3.232\%</math>. The revised tariff in this case shall be <math>\text{Tariff} \times (1 + 3.28\%)</math>.</p>			

1.54.3 In order to pass on the impact of Change in Law in the tariff quoted by the Successful Bidder, Nodal Agency shall consider the following distribution percentages of the Normative Capital Cost of the Project:

- i. Solar Module – 56.4%
  - a. Solar Cell – 60% of the Solar Module Cost
- ii. Inverter – 9%
- iii. BOS – 18.4%
- iv. Installation & Commissioning – 16.2%

The O&M cost shall be considered as 2.55% of the normative capital cost of the project. The RA L1 tariff would be adjusted as below based on the variations in the SPD's capital cost and operational cost on account of impact due to Change in Law event. Moreover, the adjustment shall be allowed only on the variation in Normative Capital Cost beyond the threshold specified in table below. Moreover, while calculating the impact, except for Solar Module and Solar Inverter, other components shall be considered to be procured locally (from India).

1.54.4 In a case where the impact due to Change in Law is not directly affecting the capital or operational cost of the project:

- i. Any additional charges for consuming the power from the Solar Power Plant or ejection into the grid, shall be directly borne by the Power Procurer.

- ii. It is the responsibility of the SPD to intimate any change in the billing methodology and take consent for the same from the Nodal Agency in a timely manner.
- 1.54.5 In case of change in Normative Capital Cost due to Impact of Change in Law, revised Tariff shall be communicated by the Nodal Agency to the Procurer and the SPD within thirty (30) Days from the COD of the Project.
- 1.54.6 In case of change in Operational Cost due to Impact of Change in Law, revised Tariff shall be communicated by the Nodal Agency to the Procurer and the SPD within thirty (30) Days from the date of receipt of request from the Procurer or the SPD.
- 1.54.7 SPD shall be liable to bear the impact of Change in Law in case the impact on Normative Capital Cost due to such Change in Law coming into force or applicable after the SCOD. It is to clarify that,above statement is not considering the impact of Change in Law on Operational Cost.

## EVENTS OF DEFAULT AND TERMINATION

### 1.55 SOLAR POWER DEVELOPER'S EVENT OF DEFAULT

1.55.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by Procurer of its obligations under this PPA, shall constitute aSPD's Event of Default:

- i. the failure to achieve Commissioning of the PPA Capacity, within the definite time period i.e., SCOD, as defined under RFP and PPA, or any extension granted by Nodal Agency and/or Procurer;
- ii. if
  - a. the SPD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this PPA; or
  - b. the SPD transfers or novates any of its rights and/ or obligations under this PPA, in a manner contrary to the provisions of this PPA; except where such transfer.
    - i. is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this PPA or
    - ii. is to a transferee who assumes such obligations under this PPA and the PPA remains effective with respect to the transferee; or
- iii. If
  - a. the SPD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) Days, or
  - b. any winding up or bankruptcy or insolvency order is passed against the SPD, or
  - c. the SPD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law; or
  - d. Provided that a dissolution or liquidation of the SPD will not be a SPD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar or more than the SPD and expressly assumes all obligations of the SPD under this PPA and is in a position to perform them; or
  - e. the SPD fails to make any payment (i) of an amount exceeding Rupees two (2) Lakh required to be made to Procurer under this PPA, within three (3) Months after the Due Date of an undisputed invoice /demand raised by

Procurer on the SPD; or

- f. any of the representations and warranties made by the SPD in PPA being found to be untrue or inaccurate. Further, in addition to the above, any of representations made or the undertakings submitted by the SPD at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its parent company/ affiliates related to the minimum equity obligation; Provided however, prior to considering any event specified under this sub-Article to be an Event of Default, Procurer shall give a notice to the SPD in writing of at least thirty (30) Days; or
- g. the SPD repudiates this PPA and does not rectify such breach within a period of thirty (30) Days from a notice from Procurer in this regard; or
- h. except where due to Procurer's failure to comply with its material obligations, the SPD is in breach of any of its material obligations pursuant to this PPA, and such material breach is not rectified by the SPD within thirty (30) Days of receipt of first notice in this regard given by Procurer.
- i. the SPD fails to complete/ fulfil the activities/conditions specified in Article1.12, beyond a period of twenty (20) Weeks from the SCOD; or
- j. The SPD fails to maintain the PBG in accordance with PPA and RFP; or
- k. change in controlling shareholding before the specified time frame as mentioned in Article1.14.1 of this PPA; or
- l. occurrence of any other event which is not specified in this PPA to be a material breach/ default of the SPD;
- m. SPDgenerates solar power lower than 12% CUF on a monthly basis continuously for nine (9)Months.

## **1.56 PROCURER'S EVENT OF DEFAULT**

1.56.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the SPD of its obligations under this PPA, shall constitute the Event of Default on the part of defaulting Procurer:

- i. Procurer fails to set up a Payment Security Mechanism in accordance with Article1.7.1orbased on extension granted by Nodal Agency/SPD if any; or
- ii. Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill), as per 0, for a period of ninety (90) Days after the Due Date and the SPD is unable to recover the amount outstanding to the SPD through the Payment Security Mechanism; or
- iii. Procurer repudiates this PPA and does not rectify such breach even within a period of thirty (30) Days from a notice from the SPD in this regard; or
- iv. except where due to the SPD's failure to comply with its obligations under PPA



and RFP, Procurer is in material breach of any of its obligations pursuant to this PPA and RFP, and such material breach is not rectified by Procurer within thirty (30) Days of receipt of notice in this regard from the SPD; or

- v. If
  - a. Procurer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) Days, or
  - b. any winding up or bankruptcy or insolvency order is passed against Procurer, or
  - c. Procurer goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,
  - d. Procurer vacates the premises of the Project
- vi. Provided that it shall not constitute a Procurer Event of Default, where such dissolution or liquidation of Procurer or Procurer is for the purpose of a merger, consolidation or reorganization or the Procurer vacating the premises to a new entity and where the resulting entity has the financial standing to perform its obligations under this PPA and has creditworthiness similar or more than the Procurer and expressly assumes all obligations of Procurer and is in a position to perform them; or;
- vii. occurrence of any other event which is not specified in this PPA but leading to a material breach or default by Procurer.

## **1.57 PROCEDURE FOR CASES OF SOLAR POWER DEVELOPER EVENT OF DEFAULT**

- 1.57.1 Upon the occurrence and continuation of any SPD Event of Default under Article 1.55 Procurer shall have the right to deliver to the SPD, with a copy to the Lenders of the SPD with whom the SPD has executed the Financing agreement, with a copy to the Nodal Agency, a notice stating its intention to terminate this PPA ("Procurer Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 1.57.2 Following the issue of a Procurer Preliminary Default Notice, the Consultation Period of sixty (60) Days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 1.57.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA & RFP.
- 1.57.4 Within a period of seven (7) Days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the SPD Event of Default

giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the Lenders shall have the right to seek the substitution of the SPD by a Selectee for the residual period of this PPA for the purpose of performing obligations of the SPD. Such substitution of the SPD by a Selectee shall be as per the procedure prescribed in this PPA and with prior approval of Procurer, provided Selectee as aforesaid shall have the required qualification and experience as prescribed under the RFP.

1.57.5 In the event the Lender's total debt obligations have been completely satisfied at the time of issue of Procurer's Preliminary Default Notice or more than fifteen (15) days have expired beyond the period prescribed for the Lender's right to substitute as per Article 1.57.4, and upon the continuation of SPD Default and the failure by the SPD to rectify such default within the applicable Consultation Period specified in this PPA, Procurer could exercise any one of the following options:

i. Procurer can own the Project by paying the Termination Payment as per below formula:

After COD, Termination Payment = Net Asset Value X 50%

Net Asset Value = Normative Project Cost X (1 - (4% X No. of Operational Years))

The handover of full assets shall be without any encumbrance/liability along with warranties and insurances in force.

In such case the termination payment shall be deposited in the designated bank account.

Note: "No. of Operational Years" shall mean the total number of years for which Project is operational from the COD. In case, Termination occurs after eight (8) Years seven (7) Months of operation, No. of Operational Years would be eight (8).

ii. In situations where the Procurer does not exercise above option-I, in such case the SPD shall take the Project from the premises of the Procurer and make the roof/premise in the original condition as existing before the start of this Project. This has to be undertaken at SPD's cost without any liability to Procurer.

1.57.6 There will be no Termination Payment to SPD if the termination happens because of the reasons mentioned below:

i. Termination before the Project COD or;

ii. event of default occurs due to cause mentioned in 1.55.1

iii. The SPD is obligated to perform all duties mentioned in PPA and pay the Termination Payment, in case of SPD Event of Default, on or before the last Day of Procurer Termination Notice.

## **1.58 PROCEDURE FOR CASES OF PROCURER EVENT OF DEFAULT**

1.58.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article 1.56 the SPD shall have the right to deliver to Procurer, a SPD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving

rise to its issue.

- 1.58.2 Following the issue of a SPD Preliminary Default Notice, the Consultation Period of sixty (60) Days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 1.58.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA.
- 1.58.4 After a period of seven (7) Days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied. The SPD shall:

- i. Get the termination payment from the Procurer and handover the Project to it by serving a fifteen (15) Days' notice to the Procurer ("SPD Termination Notice"). Termination payment would to be calculated as per below formula:

Termination payment = Net Asset Value

*For first fifteen (15) Operational Years;*

Net Asset Value = Normative Project Cost X (1 – (3% X No. of Operational Years))

*For remaining period of ten (10) Operational Years;*

Net Asset Value = Normative Project Cost X [(1 – (3% X 15 Operational Years) – (5.5% X No. of Operational Years exceeding 15 years)]

In such case the termination payment shall be deposited in the designated bank account.

OR

- ii. In case the SPD does not exercise above option-I, it can take the Project from the premises of the Procurer and get the termination payment as below:-

Termination payment = 10% of Net Assets Value

*For first fifteen (15) Operational Years;*

Net Asset Value = Normative Project Cost X (1 – (3% X No. of Operational Years))

*For remaining period of ten (10) Operational Years;*

Net Asset Value = Normative Project Cost X [(1 – (3% X 15 Operational Years) – (5.5% X No. of Operational Years exceeding 15 years)]

SPD shall make the roof in original condition existing as before the start of this Project. This has to be undertaken at SPDs cost without any liability to Procurer.

- 1.58.5 Procurer obligated to perform all duties mentioned in PPA and pay the termination fees, in case of Procurer Event of Default, on or before the last Day of SPD's

Termination Notice.

### **1.59 TERMINATION DUE TO FORCE MAJEURE**

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 1.26.3, either Party shall have the right to cause termination of the PPA. In such an event, this PPA shall terminate on the date of Termination Notice and no Termination Payment shall be paid by any of the Party.

### **1.60 TERMINATION ON REQUEST OF THE PROCURER**

1.60.1 Procurer may, on giving at least six (6) Months written notice to the SPD with a copy marked to the Lenders, terminate the PPA prior to the Effective Date or after the completion of first five (5) Operational Years. Following the issue of a "Default Notice", a Conciliation Period of sixty (60) Days or such longer period as the parties may agree, shall apply and it shall be the responsibility of the parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant SPD / Procurer Event of Default having regard to all the circumstances.

1.60.2 However, after the expiry of the default notice if both parties can't reach to an amicable solution, in such case the Procurer shall pay to SPD a sum as per formula given hereunder:

*Termination payment = Net Asset Value*

*For first fifteen (15) Operational Years*

*Net Asset Value = Normative Project Cost X (1 - (3% X No. of Operational Years));*

*For the remaining period of ten (10) Operational Years*

*Net Asset Value = Normative Project Cost X [(1 - (3.5% X 15 Operational Years) - (4.75% X No. of Operational Years exceeding 15 Operational Years)]*

In such case, termination payment shall be deposited in the designated bank account.

The Parties shall promptly execute all documents necessary to cause title to the Project to pass to Procurer on the date of termination free and clear of all liens and assign all vendor warranties for the Project to the Procurer. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the agreement shall stand terminated and the Procurer shall become the owner of the Project. The transfer of Project will be without any encumbrances, no assignments.

Upon such termination, the SPD may offer its Comprehensive Operations and Maintenance services to the Procurer and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

1.60.3 Notwithstanding Terminations, both SPD and Procurer shall ensure full and final settlement of respective rights and obligations pursuant to terms and conditions of this RFP and Agreement/ PPA, so that neither would have to carry and bear the burden of the other's rights and obligations. Towards fulfilment of this provision, an affidavit on a

non-judicial stamp paper shall have to be furnished by both SPD and Procurer to each other at the time of termination.

## **LIABILITY AND INDEMNIFICATION**

### **1.61 INDEMNITY**

1.61.1 The SPD shall indemnify, defend and hold Procurer harmless against:

- i. any third party claims against Procurer for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the SPD of any of its obligations under this PPA; and
- ii. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurer from third party claims arising by reason of a breach by the SPD of any of its obligations under this PPA or any of the representations or warranties of the SPD under this PPA being found to be inaccurate or untrue.
- iii. Notwithstanding any liability or obligation that may arise under this PPA, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Procurer can claim compensation under any insurance policy, shall not be charged to or payable by the SPD.
- iv. However, this 0 shall not apply to such breaches by the SPD, for which specific remedies have been provided for under this PPA

### **1.62 PROCEDURE FOR CLAIMING INDEMNITY**

1.62.1 Third party claims

- i. Where the indemnified Party is entitled to indemnification from the indemnifying Party pursuant to Article 1.61.11.61.1i, the indemnified Party shall promptly notify the indemnifying Party of such claim referred to in to Article 1.61.11.61.1i in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the indemnified Party becomes aware of such claim. The indemnifying Party shall be liable to settle the indemnification claim within thirty (30) Days of receipt of the above notice. However, if:
  - a. the Parties choose to refer the dispute before the Arbitrator in accordance with Article 1.74; and
  - b. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute;
- ii. the indemnifying Party shall become liable to pay the claim amount to the indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the indemnifying Party.

- iii. An indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against it by the indemnified Party.

### **1.63 INDEMNIFIABLE LOSSES**

- 1.63.1 Where an indemnified Party is entitled to indemnifiable losses from the indemnifying Party pursuant to Article 1.61.11.61.1ii, the indemnified Party shall promptly notify the Indemnifying Party of the indemnifiable losses actually incurred by the indemnified Party. The indemnifiable losses shall be reimbursed by the indemnifying Party within thirty (30) Days of receipt of the notice seeking indemnifiable losses by the indemnified Party. In case of non-payment of such losses after a valid notice under this Article, such event shall constitute a payment default under 0.

### **1.64 LIMITATION ON LIABILITY**

- 1.64.1 Except as expressly provided in this PPA, neither the SPD nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this PPA, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this PPA), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, the SPD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.
- 1.64.2 Procurer shall have no recourse against any officer, director or shareholder of the SPD or any affiliate of the SPD or any of its officers, directors or shareholders for such claims excluded under this Article. The SPD shall have no recourse against any officer, director or shareholder of the Procurer and Nodal Agency, or any affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.
- 1.64.3 Notwithstanding anything to the contrary contained elsewhere in this PPA, the provisions of this 0 shall apply mutatis mutandis to either party.

### **1.65 DUTY TO MITIGATE**

- 1.65.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this 0.

## GENERAL COVENANTS

### 1.66 SOLAR POWER DEVELOPER'S COVENANTS

1.66.1 The SPD covenants and agrees to the following:

- i. **Notice of Damage or Emergency:** The SPD shall (a) promptly notify Procurer if it becomes aware of any damage to or loss of the use of the Project or that could reasonably be expected to adversely affect the Project, (b) immediately notify Procurer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the Project or the Premises.
- ii. **Project Condition:** The SPD shall take all actions reasonably necessary to ensure that the Project is capable of generation and delivery of solar energy at agreed rate as per PPA & RFP. Subject to there being no Procurer's Event of Default, the SPD shall provide 24X7 onsite / offsite monitoring and maintenance of the Project throughout the period of this PPA at no additional cost.
- iii. **Consents and Approvals:** While providing the installation work, solar power and system operations, the SPD shall obtain and maintain and secure all Consents and Approvals required to be obtained and maintained and secured by the SPD and to enable the SPD to perform such obligations as required under PPA and RFP.
- iv. **Interconnection with DISCOM:** The interconnection of the Project with the network of the DISCOM shall be made as per the technical standards for connectivity of distributed generated resources regulations as may be notified by the concerned authority. The interconnection of the Project shall be as per the provisions of the Regulations/ Guidelines issued by the concerned authority.
- v. **Health and Safety:** The SPD shall take all necessary and reasonable safety precautions with respect to providing the installation work, solar energy, and system operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

### 1.67 SOLAR POWER DEVELOPER'S REPRESENTATIVES

1.67.1 During the subsistence of this PPA, the SPD undertakes to respond to all questions, concerns and complaints of the Procurer and Nodal Agency regarding the Project in a prompt and efficient manner. The SPD designates the following individual as its representative pertaining to performance of this PPA for the period from Effective date till the COD:

Name:

Telephone:

E-mail:

1.67.2 The SPD designates the following individual as its representative and primary point of

contact pertaining to performance of this PPA following the COD till Expiry Date:

Name: \_\_\_\_\_ – Project Manager

Telephone: +91 \_\_\_\_\_

E-mail: \_\_\_\_\_

## 1.68 PROCURER'S COVENANTS

1.68.1 Procurer covenants and agrees to the following:

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

ii. **Consents:** The Procurer shall cooperate with the SPD to obtain such approvals, permits, rebates or other financial incentives including those required for installation of Project at the Premises and to draw/ consume/ sell solar energy. However, it would be sole responsibility of SPD to obtain such approvals, permits, rebates or other financial incentives including those required for installation of Project at the Premises and to draw/ consume/ sell solar energy.

The Procurer should grant similar access/grants/licenses to the Lenders and Lenders Representative to enable them smooth access to the site for site inspection.

a. In cases, where the Procurer and Building Owner are different, then similar undertaking for access to premises in favor of Lenders has to be provided by the Building Owner.

iii. **Access to Premises, Grant of Licenses:** Procurer hereby grants to the SPD a license co-terminus with the Term of PPA, containing all the rights necessary for the SPD to use and occupy portions of the Premises for the installation, operation and maintenance of the Project pursuant to the terms of this PPA, including ingress and egress rights to the Premises for the SPD and its employees, agents, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring with the consent and approval of the Procurer's authorized representative identified by the Procurer.

iv. **Security:** Procurer shall be responsible for maintaining the physical security of the Premises. Procurer will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Project.

a. Regardless of whether Procurer is owner of the Premises or leases the



Premises from a building owner, Procurer hereby covenants that (a) the SPD shall have access to the Premises and Project during the Term of this PPA and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (b) neither Procurer nor Procurer's owner will interfere or handle any of the SPD's equipment or the Project without written authorization from the SPD.

- v. **Temporary storage space during installation or removal:** Procurer shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation work, Project operations or Project removal, and access for rigging and material handling.
- vi. **Storage space during O&M period:** Procurer shall provide some space, if required, for keeping minimum tools and tackles compulsory for O &M activities, from Commissioning to Expiry Date. Also, if required, minimum necessary equipment shall be kept at or near the Premises, with due permission from Procurer.
- vii. **Sunlight Easements:** Procurer will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the Project, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.
  - a. In the event that the Procurer fails to ensure adequate space for Project to ensure that other structures within his premises do not partially or wholly shade any part of the Project and if such shading occurs, the SPD may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission failing which the SPD shall claim provisional Deemed Generation till the issue is finally settled. In case, Procurer requested to shift the Project within the Premises to reduce/minimize the impact of shading then complete cost of shifting shall be borne by the Procurer. The costing would be as per latest Standard of Rates (SOR) published by concerned DISCOM for similar works;
  - b. In the event that the Procurer fails to ensure adequate space for Project to ensure that other structures outside his premises do not partially or wholly shade any part of the Project and if such shading occurs, the SPD may apply for 80% of Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission failing which the SPD shall claim provisional Deemed Generation till the issue is finally settled. In case, Procurer requested to shift the Project within the Premises to reduce/minimize the impact of shading then 80% of cost of shifting shall be borne by the Procurer and remaining will be borne by SPD. The costing would be as per latest Standard of Rates (SOR) published by concerned DISCOM for similar works.

- viii. **Evacuation:** Procurer shall offtake 100% of the solar energy generated, as per PPA Capacity as agreed under this PPA, from the Delivery Point(s), and pay all invoices raised by the SPD under this PPA by the Due Date and pay interest on delayed payments, if any, as per this PPA.
- ix. **Water:** SPD shall arrange water, as per the requirements of the SPD, for periodic cleaning of the solar panels. The raw water connection point may be provided by Procurer at site but water bill or charges against such connection shall be borne by SPD and to be mutually agreed between the Parties.

**1.69 PROCURER'S REPRESENTATIVES**

1.69.1 During the subsistence of this PPA, the Procurer undertakes to respond to all questions, concerns and complaints of the SPD regarding the Project in a prompt and efficient manner. The Procurer designates the following individual as its representative pertaining to performance of this PPA during the Term of PPA:

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

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

E-mail: \_\_\_\_\_

## **ASSIGNMENTS AND CHARGES**

### **1.70 ASSIGNMENTS**

- 1.70.1 This PPA shall be binding upon and inure to the benefit of the Parties and their respective successor and permitted assign. This PPA shall not be assigned by any Party other than by mutual consent between the Parties to be provided and evidenced in writing.
- 1.70.2 Provided that, respective successor or permitted assign shall meet eligibility criteria as per RFP and shall not be inferior, in any respect, to the concerned Party.
- 1.70.3 Provided that, Procurer shall permit assignment of any of SPD's rights and obligations under this PPA in favour of lenders of the SPD, if required under the Financing agreement.
- 1.70.4 Provided that, such consent shall not be withheld if Procurer seeks to transfer to any transferee all of its rights and obligations under this PPA.
- 1.70.5 Provided further that any successor or permitted assign identified after mutual PPA between the Parties may be required to execute a new PPA on the same terms and conditions as are included in this PPA.

### **1.71 PERMITTED CHARGES**

- 1.71.1 SPD will have right to create encumbrance on the Project during the term of this contract.
- 1.71.2 SPD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this PPA, other than as set forth in 0.

## **GOVERNING LAW AND DISPUTE RESOLUTION**

### **1.72 GOVERNING LAW**

1.72.1 This PPA shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this PPA shall be under the jurisdiction of appropriate courts in Bhopal/ Jabalpur/ Indore.

### **1.73 AMICABLE SETTLEMENT**

1.73.1 Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with PPA or RFP ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

- i. a description of the Dispute;
- ii. the grounds for such Dispute; and
- iii. all written material in support of its claim

1.73.2 The other Party shall, within thirty (30) Days of issue of Dispute Notice issued under Article1.73.1, furnish:

- i. Counterclaim and defences, if any, regarding the Dispute; and
- ii. all written material in support of its defences and counterclaim.

1.73.3 Within thirty (30) Days of issue of Dispute Notice by any Party pursuant to Article1.73.1 if the other Party does not furnish any counter claim or defence under Article1.73.2 or thirty (30) Days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet amicably to settle such Dispute. If the Parties fail to resolve the Dispute amicably within thirty (30) Days from the later of the dates mentioned in this Article1.73.3, the Dispute shall be referred for dispute resolution in accordance with Article1.74.

### **1.74 DISPUTE RESOLUTION**

1.74.1 In case of dispute with DISCOM related to Net-Meter, SPD shall seek Appropriate Commission help and other parties will extend their full support in getting favourable decision;

1.74.2 In case of Disputed Bills, it shall be open to the aggrieved Party to approach the Nodal Agencyand/or Court for dispute resolution in accordance with settled Law and also for interim orders protecting its interest and the Parties shall be bound by the decision of the Nodal Agency/ Court.

Dispute Resolution by the Nodal Agency

1.74.3 Nodal Agency can be approached by either Party for settlement of a dispute:

- i. Where any Dispute (i) arises from a claim made by any Party for any matter related to Tariff or claims made by any Party which partly or wholly relate to any

change in the Tariff or determination of any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to the Nodal Agency, such Dispute shall be submitted to the Nodal Agency.

#### Dispute Resolution through Arbitration

1.74.4 Dispute shall be resolved by arbitration under the provisions of the “Madhya Pradesh MadhyasthamAdhikaranAdhiniyam, 1983”, as amended, as under, provided not settled amicably as per this0. In such events, any party to such Dispute may refer the matter to registrar under the Rules of the Indian Council of Arbitration:

- i. The Arbitration Tribunal shall consist of three (3) Arbitrators. Each party shall appoint one Arbitrator within thirty (30) Days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 Days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within thirty (30) Days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 Days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.
- ii. The place of arbitration shall be Bhopal/ Jabalpur/ Indore. The language of the arbitration shall be English.
- iii. The Arbitration Tribunal’s award shall be substantiated in writing. The Arbitration Tribunal shall also decide on the costs of the arbitration proceedings and the allocation thereof.
- iv. The provisions of this Article shall survive the termination of this PPA for any reason whatsoever.
- v. The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.
- vi. Procurer shall be entitled to co-opt DISCOMs as a supporting party in such arbitration proceedings.

#### **1.75 PARTIES TO PERFORM OBLIGATIONS**

1.75.1 Notwithstanding the existence of any Dispute and difference referred to the Arbitration Tribunal as provided in Article1.74 and save as the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this PPA or RFP.

## **SUBSTITUTION RIGHTS OF LENDERS**

### **1.76 SUBSTITUTION OF THE SOLAR POWER DEVELOPER**

- 1.76.1 Subject to the terms of the PPA, upon occurrence of an SPD Event of Default under the PPA, the Lenders shall, have the right to seek substitution of the SPD by a Selectee, meeting or exceeding eligibility criteria as per PPA or/ and RFP, for the residual period of the PPA, for the purposes of securing the payments of the Total Debt Amount from the SPD and performing the obligations of the SPD, in accordance with the provisions of this Article.
- 1.76.2 The Lenders may seek to exercise right of substitution by an amendment or novation of the PPA and other Project Documents executed between Procurer and the SPD in favour of the Selectee, Procurer and the SPD shall cooperate with the Lenders to carry out such substitution.

### **1.77 PROCURER PRELIMINARY DEFAULT NOTICE**

- 1.77.1 Procurer shall, simultaneously to delivering a Procurer Preliminary Default Notice to the SPD, also issue a copy of it to the Lenders.

### **1.78 SUBSTITUTION NOTICE**

- 1.78.1 In the event of failure of the SPD to rectify the Event of Default giving rise to Procurer Preliminary Default Notice, the lenders, upon receipt of a written advice from Procurer confirming such failure, either on their own or through its representative (“the Lenders’ Representative) shall be entitled to notify Procurer and the SPD of the intention of the Lenders to substitute the SPD by the Selectee, meeting or exceeding eligibility criteria as per PPA or/ and RFP, for the residual period of the PPA (the “Substitution Notice”).

### **1.79 INTERIM OPERATION OF PROJECT**

- 1.79.1 On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate the PPA, except under and in accordance with the terms of this Article of this PPA.
- 1.79.2 On issue of a Substitution Notice, the Lenders shall have the right to request Procurer to enter upon and takeover the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, including levy, collection and appropriation of payments thereunder, subject to, the servicing of monies owed in respect of the Total Debt Amount as per the Financing agreements and the SPD shall completely cooperate in any such takeover of the Project by Procurer. If Procurer, at its sole and exclusive discretion agrees to enter upon and takeover the Project, till substitution of the Selectee in accordance with this PPA, Procurer shall be compensated for rendering such services in accordance with Article1.83 herein.
- 1.79.3 If Procurer refuses to take over the Project on request by the Lenders in accordance with Article1.79.2 above, the SPD shall have the duty and obligation to continue to operate the Project in accordance with the PPA till such time as the Selectee is finally substituted under Article1.81.10 hereof.

- 1.79.4 The Lenders and Procurer shall, simultaneously have the right to commence the process of substitution of the SPD by the Selectee in accordance with these terms and the SPD hereby irrevocably consents to the same.

## **1.80 PROCESS OF SUBSTITUTION OF SOLAR POWER DEVELOPER**

- 1.80.1 The Lenders' Representative may, on delivery of a Substitution Notice notify Procurer and the SPD on behalf of all the Lenders about the Lenders' decision to invite and negotiate, at the cost of the Lenders, offers from third parties to act as Selectee, either through private negotiations or public auction and / or a tender process, for the residual period of the PPA. Subject to and upon approval of, such Selectee shall be entitled to receive all the rights of the SPD and shall undertake all the obligations of the SPD under the PPA and other Project Documents executed between the SPD and Procurer, in accordance with these terms of substitution.
- 1.80.2 The Lenders and the SPD shall ensure that, upon Procurer approving the Selectee, the SPD shall transfer absolutely and irrevocably, the ownership of the Project to such Selectee simultaneously with the amendment or novation of the PPA and other Project Documents executed between the SPD and Procurer in favour of the Selectee as mentioned in Article 1.76.2.

## **1.81 MODALITY FOR SUBSTITUTION**

Criteria for selection of the Selectee:

- 1.81.1 The Lenders and / or the Lenders' Representative shall in addition to any other criteria that they may deem fit and necessary, apply the following criteria in the selection of the Selectee:
- i. if the SPD is proposed to be substituted during the Construction Period, the Selectee shall possess the financial capability used to pre-qualify bidders in the RFQ stage (including the methodology prescribed therein) to perform and discharge all the residual duties, obligations and liabilities of the under the PPA. If the SPD is proposed to be substituted during the Operation Period, these criteria shall not be applicable.
  - ii. the Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues, if any, of the SPD to Procurer under and in accordance with the PPA and also payment of the Total Debt Amount to the Lenders upon terms and conditions as agreed to between the Selectee and the Lenders;
  - iii. the Selectee shall have not been in breach of any PPA between the Selectee and any Bank or any Lender or between the Selectee and Procurer, involving sums greater than Rupees fifty (50) lakhs at any time in the last two (2) Operational Years as on the date of the substitution of the SPD.
  - iv. any other appropriate criteria, whereby continuity in the performance of the Selectee's obligations under the PPA is maintained and the security in favour of the Lenders under the Financing agreements is preserved.

## Modalities

The following modalities shall be applicable to any substitution of the SPD by the Selectee pursuant to this PPA:

- 1.81.2 The Lenders' Representative shall on behalf of the Lenders propose to Procurer (the "Proposal") pursuant to Article 1.81.3 below, the name of the Selectee for acceptance, seeking:
- i. grant of all the rights and obligations under the PPA and the other Project Documents executed between Procurer and the SPD, to the Selectee (as substitute for the SPD);
  - ii. amendment of the PPA and the other Project Documents executed between Procurer and the SPD, to the effect that the aforementioned grant to the Selectee, shall be such that the rights and obligations assumed by the Selectee are on the same terms and conditions for the residual period of the PPA as existed in respect of the SPD under the original PPA and the other Project Documents executed between Procurer and the SPD; and
  - iii. the execution of new PPAs as necessary, by the proposed Selectee for the residual period of the PPA on the same terms and conditions as are included in this PPA.
- 1.81.3 The Proposal shall contain the particulars and information in respect of the Selectee the data and information as any of Procurer may reasonably require. Procurer may intimate any additional requirement within thirty (30) Days of the date of receipt of the Proposal.
- 1.81.4 The Proposal shall be accompanied by an unconditional undertaking by the Selectee that it shall, upon approval by Procurer of the Proposal:
- i. observe, comply, perform and fulfil the terms, conditions and covenants of the PPA and all Project Documents executed between SPD and Procurer or a new power purchase PPA or respective Project Document (in the case of the novation thereof), which according to the terms therein are required to be observed, complied with, performed and fulfilled by the SPD, as if such Selectee was the SPD originally named under the PPA; or the respective Project Document; and
  - ii. be liable for and shall assume, discharge and pay the Total Debt Amount or then outstanding dues to the Lenders under and in accordance with the Financing agreements or in any other manner agreed to by the Lenders and Procurer as if such Selectee was the SPD originally named under such Financing agreements.
- 1.81.5 At any time prior to taking a decision in respect of the Proposal received under Article 1.81, Procurer may require the Lender / Lenders' Representative to satisfy it as to the eligibility of the Selectee. The decision of Procurer as to acceptance or rejection of the Selectee, shall be made reasonably and when made shall be final, conclusive and binding on the Parties.
- 1.81.6 Procurer shall convey its approval or disapproval of such Proposal to the Lender /



Lender's Representative. Such decision shall be made by Procurer at their reasonably exercised discretion within twenty-one (21) Days of:

- i. the date of receipt of the Proposal by the Procurers; or
- ii. the date when the last of further and other information and clarifications in respect of any data, particulars or information included in the Proposal requested by any of Procurer under Article 1.81 above is received; whichever is later.

If there is no decision made within twenty-one (21) Days, it shall be considered as deemed approval.

1.81.7 Notwithstanding anything to the contrary mentioned in this PPA, the approval of the Procurer for the Selectee shall not be withheld in case the Selectee meets the criteria mentioned in Article 1.81.

1.81.8 Upon approval of the Proposal and the Selectee by Procurer, the Selectee mentioned in the Proposal shall become the Selectee hereunder.

1.81.9 Following the rejection of a Proposal, the Lenders and/or the Lenders' Representative shall have the right to submit a fresh Proposal, proposing another Selectee (if the rejection was on the grounds of an inappropriate third party proposed as Selectee) within sixty (60) Days of receipt of communication regarding rejection of the Selectee previously proposed. The provisions of this Article shall apply mutatis mutandis to such fresh Proposal.

1.81.10 The substitution of the SPD by the Selectee shall be deemed to be complete upon the Selectee executing all necessary documents and writings with or in favour of the SPD, Procurer and the Lenders so as to give full effect to the terms and conditions of the substitution, subject to which the Selectee has been accepted by the Lenders and Procurer and upon transfer of ownership and complete possession of the Project by Procurer or the SPD, as the case may be, to the Selectee. Procurer shall novate all the Project Documents, which they had entered in to with the SPD in order to make the substitution of the SPD by the Selectee effective. The quantum and manner of payment of the consideration payable by the Selectee to the SPD towards purchase of the Project and assumption of all the rights and obligations of the SPD under the PPA and the Project Documents as mentioned in this PPA shall be entirely between the SPD, Selectee and the Lenders and Procurer shall in no way be responsible to bear the same.

1.81.11 Upon the substitution becoming effective pursuant to Article 1.81.10 above, all the rights of the SPD under the PPA shall cease to exist:

Provided that, nothing contained in this Article shall prejudice any pending / subsisting claims of the SPD against a Procurer or any claim of Procurer against the erstwhile SPD or the Selectee.

1.81.12 The Selectee shall, subject to the terms and conditions of the substitution, have a period of ninety (90) Days to rectify any breach and / or default of the SPD subsisting on the date of substitution and required to be rectified and shall incur the liability or consequence on account of any previous breach and / or default of the SPD.

1.81.13 The decision of the Lenders and Procurer in the selection of the Selectee shall be final

and binding on the SPD and shall be deemed to have been made with the concurrence of the SPD. The SPD expressly waives all rights to object or to challenge such selection and appointment of the Selectee on any ground whatsoever.

- 1.81.14 The Lenders shall be solely and exclusively responsible for obtaining any and all consents/approvals or cooperation, which may be required to be obtained from the SPD under this PPA and Procurer shall not be liable for the same.
- 1.81.15 All actions of the Lenders' Representative hereunder shall be deemed to be on behalf of the Lenders and shall be binding upon them. The Lenders' Representative shall be authorised to receive payment of compensation and any other payments, including the consideration for transfer, if any, in accordance with the Proposal and the Financing agreements and shall be bound to give valid discharge on behalf of all the Lenders.

## **1.82 SOLAR POWER DEVELOPER'S WAIVER**

- 1.82.1 The SPD irrevocably agrees and consents (to the extent to which applicable law may require such consent) to any actions of the Lenders, the Lender's Representative and Procurer or exercise of their rights under and in accordance with these terms.
- 1.82.2 The SPD irrevocably agrees and consents (to the extent to which applicable law may require such consents) that from the date specified in Article 1.81, it shall cease to have any rights under the PPA or the Financing agreements other than those expressly stated therein.
- 1.82.3 The SPD warrants and covenants that any PPA entered into by it, in relation to the Project, shall include a legally enforceable clause providing for automatic novation of such PPA in favour of the Selectee, at the option of the Lenders or Procurer. The SPD further warrants and covenants that, in respect of any PPAs which have already been executed in relation to the Project and which lack a legally enforceable clause providing for automatic novation of such PPA, the SPD shall procure an amendment in the concluded PPA to incorporate such clause.

## **1.83 INTERIM PROTECTION OF SERVICE AND PRESERVATION OF SECURITY**

### Appointment of a Receiver

- 1.83.1 In every case of the Lenders issuing a Substitution Notice and Procurer refusing to take over the Project and the SPD failing to operate the Project in accordance with Article 1.79 above and Procurer not electing to act as Receiver as per Article 1.83 below, the Lenders may institute protective legal proceedings for appointment of a receiver (the "Receiver") to maintain, preserve and protect the assets held as security by the Lenders if such right is granted under the terms of the Financing agreements.
- 1.83.2 Provided that in event of Procurer refusing to take over the Project and the SPD failing to operate the Project in accordance with Article 1.79 above, and if the assets of the Project are, in the opinion of Procurer, necessary and required for the operation and maintenance of the Project, Procurer shall be entitled to elect to act as the Receiver for the purposes of this Article and be entitled to maintain, preserve and protect the said assets by engaging an operator/service provider to act on their behalf and the Lenders and SPD hereby consent and agree to the same. Upon Procurer so intimating the SPD and the Lender's representative their desire to act as Receiver, the SPD and the Lender's representative shall co-operate with Procurer to facilitate the same.

- 1.83.3 Upon appointment of the Court appointed Receiver or Procurer acting as Receiver, all the Receivables received by such Receiver shall be deposited by the Receiver in the bank account jointly designated by PROCURER and the Lenders. The Receiver shall be responsible for protecting the assets in receivership and shall render a true and proper account of the receivership to the lenders in accordance with the terms of its appointment.
- 1.83.4 When acting as a Receiver or operator in accordance with this Article 1.83 or Article 1.79, Procurer shall be entitled to be remunerated for such services as may be determined by Central Electricity Regulatory Commission. Furthermore, when acting as a Receiver, Procurer shall not be liable to the Lenders, the Lenders' Representative, SPD or any third party for any default under the PPA, damage or loss to the Power Station or for any other reason whatsoever, except for wilful default of Procurer.

#### **1.84 SUBSTITUTION CONSIDERATION**

- 1.84.1 The Lenders and Procurer shall be entitled to appropriate any consideration received for the substitution of the SPD as hereinabove provided, from the Selectee towards the payment of Lenders' and Procurer's respective dues, to the exclusion of the SPD.
- 1.84.2 The SPD shall be deemed to have nominated, constituted and appoints the Lenders' Representative as its constituted attorney for doing all acts, deeds and things as may be required to be done for the substitution of the SPD by the Selectee pursuant to these terms.

#### **1.85 CHANGE IN LENDERS**

- 1.85.1 The Parties hereto acknowledge that during the subsistence of the PPA, it is possible that any Lender may cease to remain as a Lender by reason of repayment of the debt or otherwise. Further it may be possible that any Lender may be substituted, or a new Lender may be added. In the event of any Lender ceasing to be a party to the PPA or Financing agreement respectively, the term and conditions as prescribed in this Article shall cease to automatically apply to such Lender as the case may be. Further, upon any entity being added as a Lender and in the event such entity is given the right to substitute the SPD under the Financing agreement and then the contents of this Article shall be applicable to the exercise of such right by the said new entity.

## **REPRESENTATIONS & WARRANTIES**

### **1.86 REPRESENTATIONS AND WARRANTIES OF PROCURER**

- 1.86.1 Procurer hereby represents and warrants to and agrees with the SPD as follows and acknowledges and confirms that the SPD is relying on such representations and warranties in connection with the transactions described in this PPA:
- 1.86.2 Procurer has all requisite powers authorising and has been duly authorised to execute and consummate this PPA;
- 1.86.3 This PPA is enforceable against Procurer in accordance with its terms;
- 1.86.4 The consummation of the transactions contemplated by this PPA on the part of Procurer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, PPA, license, permit, evidence of indebtedness, restriction, or other contract to which Procurer is a party or to which Procurer is bound, which violation, default or power has not been waived;
- 1.86.5 Procurer is not insolvent, and no insolvency proceedings have been instituted, nor threatened or pending by or against Procurer;
- 1.86.6 There are no actions, suits, claims, proceedings or investigations pending or, to the best of Procurer's knowledge, threatened in writing against Procurer at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this PPA.
- 1.86.7 Procurer makes all the representations and warranties above to be valid as on the Execution Date of the PPA.

### **1.87 REPRESENTATIONS AND WARRANTIES OF THE SOLAR POWER DEVELOPER**

- 1.87.1 The SPD hereby represents and warrants to and agrees with Procurer as follows and acknowledges and confirms that Procurer is relying on such representations and warranties in connection with the transactions described in this PPA.
- 1.87.2 The SPD has all requisite power authorising and has been duly authorised to execute and consummate this PPA;
- 1.87.3 This PPA is enforceable against the SPD in accordance with its terms;
- 1.87.4 The consummation of the transactions contemplated by this PPA on the part of the SPD will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, PPA, license, permit, evidence of indebtedness, restriction, or other contract to which the SPD is a party or to which the SPD is bound which violation, default or power has not been waived;
- 1.87.5 The SPD is not insolvent, and no insolvency proceedings have been instituted, or not

threatened or pending by or against the SPD;

- 1.87.6 There are no actions, suits, claims, proceedings or investigations pending or, to the best of SPD's knowledge, threatened in writing against the SPD at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this PPA.
- 1.87.7 The SPD makes all the representations and warranties above to be valid as on the Execution Date of the PPA.

## **MISCELLANEOUS PROVISIONS**

### **1.88 AMENDMENT**

- 1.88.1 This PPA may be amended or supplemented by a written PPA between the Parties or their successor and permitted assign and after duly obtaining the approval of the Appropriate authority, if necessary and relevant except in the two situations wherein.
- i. PPA capacity may be amended through the SCHEDULE 5: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY issued by the Nodal Agency in the favour of SPD and Procurer both.
  - ii. PPA tariff may be amended through the SCHEDULE 6: LETTER FROM NODAL AGENCY CONFIRMING CODANDAPPLICABLETARIFF issued by the Nodal Agency in the favour of SPD and Procurer both.

### **1.89 THIRD PARTY BENEFICIARIES**

- 1.89.1 This PPA is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this PPA.

### **1.90 INDUSTRY STANDARD**

- 1.90.1 Except as otherwise set forth herein, for the purpose of the PPA the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonably and timely. Unless expressly defined herein, words having well-known technical or trade meaning or under popular market practice at the time of execution of PPA or meaning under Law shall be so construed.

### **1.91 WAIVER**

- 1.91.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this PPA shall be effective unless in writing duly executed by an authorised representative of such Party.
- 1.91.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this PPA nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this PPA, which shall remain in full force and effect.

### **1.92 ENTIRETY**

- 1.92.1 This PPA and the Schedules/ Annexures along with the Letter issued by the Nodal Agency in the SCHEDULE 5: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY and SCHEDULE 6: LETTER FROM NODAL AGENCY CONFIRMING CODANDAPPLICABLETARIFF format are intended by the Parties as the final expression of their PPA and are intended also as a complete and exclusive statement of the terms of their PPA.

- 1.92.2 Except as provided in this PPA, all prior written or oral understandings, offers or other communications of every kind pertaining to this PPA or the sale or purchase of solar energy under this PPA to Procurer by the SPD shall stand superseded and abrogated.

### **1.93 CONFIDENTIALITY**

- 1.93.1 The Parties undertake to hold in confidence this PPA and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
- i. to their professional advisors;
  - ii. to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
  - iii. disclosures required under Law.
  - iv. without the prior written consent of the other Party.
- 1.93.2 Provided that the SPD agrees and acknowledges that Procurer may at any time, disclose the terms and conditions of the PPA and the Project Documents to any person, to the extent stipulated under the Law.

### **1.94 AFFIRMATION**

- 1.94.1 The SPD and Procurer, each affirm that:
- i. neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
  - ii. it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this PPA, and the SPD and Procurer hereby undertake not to engage in any similar acts during the Term of PPA.

### **1.95 SEVERABILITY**

- 1.95.1 The invalidity or unenforceability, for any reason, of any part of this PPA shall not prejudice or affect the validity or enforceability of the remainder of this PPA, unless the part held invalid or unenforceable is fundamental to this PPA or remainder of this PPA.

### **1.96 NO PARTNERSHIP**

- 1.96.1 None of the provisions of this PPA shall constitute a partnership or agency or any such similar relationship between the SPD and Procurer.

### **1.97 NOTICES**

- 1.97.1 All notices or other communications which are required to be given under this PPA shall be in writing and in the English language.

- 1.97.2 If to the SPD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the address(es) below:

Address :  
Attention :  
Email :  
Fax. No. :  
TelephoneNo. :

- 1.97.3 If to Procurer, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address :  
Attention :  
Email :  
Fax. No. :  
Telephone No. :

- 1.97.4 All notices or communications given by e-mail or facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

- 1.97.5 Any Party may by notice of at least fifteen (15) Days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

## **1.98 LANGUAGE**

- 1.98.1 All correspondence and communications between the Parties relating to this PPA and all other documentation to be prepared and supplied under the PPA shall be written in English, and the PPA shall be construed and interpreted in accordance with English language convention and practice.

- 1.98.2 If any of the correspondence, communications or documents is prepared in any language other than English, the English translation of such correspondence, communications or documents shall prevail in matters of interpretation.

## **1.99 BREACH OF OBLIGATIONS**

- 1.99.1 The Parties acknowledge that a breach of any of the obligations contained herein



would result in injuries as per Law. The Parties further acknowledge that the amount of the Liquidated Damages or the method of calculating the Liquidated Damages specified in this PPA is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this PPA.

#### **1.100 NOMINATION RESTRICTION**

1.100.1 Notwithstanding anything contained to the contrary in this PPA, wherever a reference is made to the right of a Procurer to nominate a third Party to receive benefits under this PPA, such third party shall have a financial standing comparable to that of Procurer.

#### **1.101 COMMERCIAL ACTS**

1.101.1 Procurer and SPD unconditionally and irrevocably agree that the execution, delivery and performance by each of them of this PPA to which it is a Party constitute private and commercial acts rather than public or governmental acts.

#### **1.102 RESTRICTION OF SHAREHOLDERS / OWNERS' LIABILITY**

1.102.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this PPA. Further, the financial liabilities of the shareholder/s of each Party to this PPA, in such Party, shall be restricted to the extent provided in relevant Section of the Indian Companies Act, 1956 or 2013 as amended or replaced.

1.102.2 The provisions of this Article 1.102 shall supersede any other prior PPA or understanding, whether oral or written, that may be existing between Procurer, SPD, shareholders/ owners of the SPD or shareholders/ owners of Procurer before the date of this PPA, regarding the subject matter of this PPA.

#### **1.103 NO CONSEQUENTIAL OR INDIRECT LOSSES**

1.103.1 The liability of the SPD and Procurer shall be limited to that explicitly provided in this PPA. Provided that notwithstanding anything contained in this PPA, under no event shall Procurer or the SPD claim from one another any indirect or consequential losses or damages.

#### **1.104 INDEPENDENT ENTITY**

1.104.1 The SPD shall be an independent entity performing its obligations pursuant to the PPA or/ and RFP.

1.104.2 Subject to the provisions of the PPA or/ and RFP, the SPD shall be solely responsible for the manner in which its obligations under this PPA or/ and RFP are to be performed. All employees and representatives of the SPD or contractors engaged by the SPD in connection with the performance of the PPA or/ and RFP shall be under the complete control of the SPD and shall not be deemed to be employees, representatives, contractors of Procurer and nothing contained in the PPA or/ and RFP or in any PPA or contract awarded by the SPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and Procurer.

**1.105 TAXES AND DUTIES**

- 1.105.1 The SPD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the SPD, contractors or their employees, which are required to be paid by the SPD as per the Law in relation to the execution of the PPA or/ and RFP and for generation/ supply/ sale of solar energy as per the terms of this PPA or/ and RFP.
- 1.105.2 Procurer shall be indemnified and held harmless by the SPD against any claims that may be made against Procurer in relation to the matters set out in Article 1.105.1. Procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the SPD by Procurer on behalf of SPD.
- 1.105.3 The financial bid should include all taxes and duties etc., if any. SPD shall be entirely responsible for all taxes, duties, license fees, etc. However, if any new change in tax/duty and cess is effected in the period after the Bid Deadline as per the RFP and any time during the period of Agreement, the same will be passed on by the SPD to the Procurer as determined by the Nodal Agency/ Competent Authority.

**1.106 COMPLIANCE WITH LAW**

- 1.106.1 Despite anything contained in this PPA but without prejudice to this Article, if any provision of this PPA shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this PPA shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

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

**For and on behalf of [Procurer]**

**For and on behalf of [Solar Power Developer]**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Address:**

**Address:**

**Signature with seal**

**Signature with seal**

**Witness:**

**Witness:**

**1.**

**1.**

**2.**

**2.**

## **SCHEDULE 1: SCOPE OF WORK**

### **1. Details of work**

- 1.1. Designing, engineering, supply, finance, installation and Commissioning of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with O&M for period of twenty five (25) Operational Years for Sale of Solar Power to the Procurer. SPD would have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from DISCOM/ CEIG, applicable. O&M for twenty-five (25) Operational Year shall be required for each of the Project.
- 1.2. Bidder shall be responsible for all the works related to Commissioning and O&M for twenty-five (25) Operational Years of Project. In no case, Procurer or Nodal Agency shall be responsible to pay or bear an increase in tariff for any work related to Project except for the cases (i) where PPA requires additional payment towards additional work related to Commissioning of Project but not in the scope of SPD (ii) in case of Change in Law events and (iii) where there is a change in configuration of the project from the Standard Mounting Configuration to a mix of various Mounting Structure Configurations as described in 6.
- 1.3. It is clarified that the Project awarded would not include energy storage with rooftop solar project. However, if Procurer desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the tariff discovered for sale of power.

### **2. The scope of work shall also include the following:**

- 2.1. A layout plan of the site should be submitted to the Inspecting Authority, appointed by the Nodal Agency clearly indicating the identified location for installation of SPV modules & control room, where control panels shall be installed. The SPD shall also submit the mode in which the Project will operate in accordance with the provisions of Clauses 5.1, 5.2, 5.3 and 5.4 of Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 as amended from time to time;
- 2.2. Detailed planning of time bound smooth execution of Project;
- 2.3. System Acceptance Testing for the successful Commissioning of the Project;
- 2.4. O&M of the Project for twenty-five (25) Operational Year to assure faultless operation, and inventory maintenance; Supply of Power from Commissioning to Termination or for twenty-five (25) Operational Years, whichever is later;
- 2.5. Coverage of risk liability of all personnel associated with implementation and realization of the Project;
- 2.6. The SPD shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the term of PPA;
- 2.7. The SPD is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project for the O&M period of first three (3) Operational Years. The SPD should immediately take necessary action to repair any damage to the water proofing.

However, in such situations, SPD shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to Procurer. If SPD fails to do required water proofing within seven (7) Days from the day of identification of issue, Procurer may get the same done at prevailing market rate and SPD shall reimburse the same to Procurer. If the SPD fails to reimburse the expenses to the Procurer, then such expenses shall be adjusted by the Procurer from the Monthly Bills of the subsequent Months.

- 2.8. SPD shall be responsible for O&M of the Project from COD, till the completion of twenty-five (25) Operational Years. Installation of the Project as Type 1 (Solar Rooftop Project with less than equal to one (1) meter elevation of smaller leg of mounting structure (Standard Mounting Configuration)

### **3. Internal electrification:**

- 3.1. Inspection of the existing electrical network of each of the Project;
- 3.2. Inspection of the Project in respect of its interfacing with licensee network/identified electrical load;
- 3.3. Preparation and submission of electrical drawing for the site with quantity of material required;
- 3.4. Obtaining prior approval of the work and drawing from Inspecting Authority, appointed by the Nodal Agency;
- 3.5. Execution of the work in accordance with the norms and regulation directives for Commissioning of the Project to the satisfaction of the Nodal Agency and the Procurer;

### **4. Grid connection:**

- 4.1. The SPD shall be responsible for synchronization of the Project with licensee's network under the relevant regulations and Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 as amended from time to time.
- 4.2. Connectivity of Project with the licensee's network;
- 4.3. Commissioning of the Project as applicable.

### **5. Metering and grid connectivity:**

- 5.1. Metering and grid connectivity of the Projects would be the responsibility of the SPD in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA and net metering provisions in the state of MP. Nodal Agency and Procurer may facilitate in the process; however, the entire responsibility lies only with the SPD. The cost of required meters shall be borne by SPD. This includes purchase of net meters in case of supply through Category I under Madhya Pradesh Policy for Decentralized Renewable Energy System, 2016.
- 5.2. In case of Category I and Category III systems, the SPD shall install the Generation Meter separately near the output of Inverter or at each Delivery Point under both the Category Projects and Net-Meter shall be located in place of present DISCOM's metering system.
- 5.3. Meters and metering equipment shall be tested as per provision of MPERC and as per

IS 14697 at CPRI or at any NABL accredited lab before installation at site on the cost of SPD and should be properly sealed in the presence of designated authority from MPUVNL at the time of installation.

5.4. The accuracy class, current rating and certifications of the net meter and generation meter shall confirm with the standards for net meter and standards for generation meter under the concerned Regulations/ Rules/ Policy including Madhya Pradesh Policy for Decentralized Renewable Energy System, 2016 and any subsequent amendment.

**6. Mounting Structure:**

In case the SPD desires to do the full capacity of the Project as per the Standard Mounting Configuration (Type 1) defined below in the Mounting Structure Configurations table, then SPD should bear the associated cost of civil and electrical infrastructure.

However, in case where SPD has assessed that PPA Capacity based on Type 1 configuration alone is not feasible on the roof of the Procurer’s premises, then the SPD is allowed to propose a mix of configuration. In such cases, SPD may be required to change the PPA Capacity or modify the configuration of the Project based on the availability of rooftop, ground, parking lot or places where elevated structure is required in the premise of the procurer. Hence, there are multiple arrangements in which a Project could be Commissioned having PPA capacity deployed as a mix of various configurations as provided in the Mounting Structure Configurations table. In such cases, the revised Tariff of the PPA for the Project shall be determined on the basis of the following formula:

$$\text{Revised Tariff} = \text{L1 Tariff} \times (1 + \text{Increment factor}) \text{ \{rounded off to three decimal places\}}$$

$$\text{Increment factor} = (\% \text{ of PPA Capacity as T1} \times 0\%) + (\% \text{ of PPA Capacity as T2} \times 4.87\%) + (\% \text{ of capacity as T3} \times 1.68\%) + (\% \text{ of capacity as T4} \times 6.38\%)$$

<b>Mounting Structure Configurations</b>	
Solar Rooftop Project with less than equal <b>to one (1) meter</b> elevation of smaller leg of mounting structure (Standard Mounting Configuration)	Type 1 (T1)
Solar Rooftop Project with structure having elevation more <b>than one (1) meter and less than three (3) meter</b> elevation of smaller leg of mounting structure	Type 2 (T2)
Solar Ground Mounted Project within the premises with <b>less than equal to one (1) meter elevation</b> of smaller leg of mounting structure	Type 3 (T3)
Solar Ground Mounted Project within the premises with more <b>than one (1) meter and less than three (3) meter elevation</b> of car parking structure	Type 4 (T4)

Illustration:

Project is configured in the following fashion: T1 – 35%, T2 – 22%, T3 – 16% & T4 –

27%

Increment Factor =  $35\% \times 0\% + 22\% \times 4.87\% + 16\% \times 1.68\% + 27\% \times 6.38\% = 3.0628\%$

Say the discovered L1 tariff is INR 3.515,

Revised Tariff would be =  $3.515 \times (1 + 3.0628\%) = \text{INR } 3.623$  (Revised Tariff shall be rounded off to three decimal places)

## **7. Insurance:**

The SPD shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft of material/ equipment/ properties after completion of the work(s). Before commencement of the work, the SPD shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, Death, Bankruptcy etc., shall be the responsibility of SPD.

## **8. Warranty and guarantees:**

- 8.1. The SPD shall warrant that the goods supplied under this Agreement are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials as per standards specified in the technical specifications of this RFP. The SPD shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of twenty-five (25) Operational Years.
- 8.2. The responsibility of operation of warranty and guarantee clauses and claims/ settlement of issues arising out of said clauses shall be responsibility of the SPD and Nodal Agency will not be responsible in any way for any claims whatsoever on account of the above.

## **9. Type and quality of materials and workmanship:**

- 9.1. The design, engineering, manufacture, supply, installation, commissioning and performance of the equipment shall be in accordance with latest/ appropriate IEC/Indian Standards as detailed in the technical specifications of this RFP or its subsequent amendments. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ electricity regulators/ Nodal Agency shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.
- 9.2. The specifications of the components should meet the technical specifications mentioned in this PPA.
- 9.3. Any supplies which have not been specifically mentioned in this PPA but which are necessary during construction and/or O&M period of the Project shall be provided by the SPD without any extra cost and within the time schedule for efficient and smooth construction and O&M of the Project.

## **10. Construction of control room etc.**

Construction of control room or any other relative civil work essential for Commissioning of Project;

## **11. Additional works**

- 11.1. Additional civil, structural or electrical works which are so required/desired to be undertaken by the Procurer for the Project and which are not covered in the scope of work, shall be done by the SPD after obtaining concurrence of the Procurer on its design, drawing and estimate cost of such additional works shall be computed on the basis of SOR of Government agencies including PWD for Civil and DISCOM for Electrical. Cost of additional works shall be decided mutually between SPD and Procurer but in any case it should not exceed the SOR rates. A copy of actual cost and the SOR rates assessed for additional work shall be submitted to MPUVNL for approval. Additional works may include but not limited to;
- 11.2. Laying of additional length of cable and accessories if the complete space/rooftop provided is more than 500 meters away from the DISCOM metering point.
- 11.3. Requirement of additional/specific design of structure, as desired by Procurer in deviation with the design provided by the SPD, to accommodate solar panels on rooftop, ground or on any existing structure/ construction/body.
- 11.4. Construction of approach to the rooftop/place of installation.
- 11.5. Unless otherwise agreed between the Parties, the SPD shall not do (a) chipping of rooftop; or (b) disturb water proofing of roof (c) carry out any other modification of the Premises without the written consent of the Procurer. One-time cost for strengthening of Premise to the extent required for setting up Solar PV Project during construction shall be borne by Procurer. In case of any ambiguity, SPD and Procurer shall involve Nodal Agency to get the clarity on the roof strengthening works. Cost of repair or maintenance of Premise to the extent required for the Solar PV Project, during the O&M of Project, shall be the responsibility of SPD, other than cost required for water proofing. The cost for water proofing will be the responsibility of SPD for a period of first three (3) Operational Years.
- 11.6. In case of any ambiguity over any specific works, SPD and Procurer shall involve Nodal Agency to get the clarity on the additional works.

## **12. Provision of sign board**

SPD will have to provide sign board of dimension 8'x4' (M.S. sheet size 4'x3' of 16 gauge, M.S. angle 40x40x5 mm with essential bracing & adequate grouting with PCC 1:3:6 i/c painting & writing) at each site with complete specification & matter will be provided to the SPD with PPA.

## **13. Commissioning**

- 13.1. When the SPD fulfils his obligation under the PPA, it shall obtain Commissioning certificate from Nodal Agency for the PPA Capacity. Nodal Agency shall issue separate Commissioning Certificate for the capacity of Project under Category I and Category III.
- 13.2. Procurer may purchase power produced after the Commissioning at Tariff as applicable according to the tariff schedule of the PPA, on the condition that SPD shall follow all laws and regulation while providing solar power.
- 13.3. For the purpose of obtaining Commissioning certificate following documents shall be

required:

- a) Inspection Report of the Work(s) as per prescribed format provided by Nodal Agency.
- b) CEIG Approval for the PPA Capacity or part thereof, if applicable;
- c) Projectfulfilment certificate from Procurer and DREO/AUTHORIZED REPRESENTATIVE OF MPUVN for the PPA Capacity. SPD shall be required to submit PPA Capacity Fulfilment certificate (in accordance with FORMAT-1: FULFILLMENT CERTIFICATE) certified by DREO/AUTHORIZED REPRESENTATIVE OF MPUVN and Procurer both.
- d) Submission of documents as per article 1.12.4

13.4. Nodal Agency shall issue the Commissioning Certificate for the capacity of the Project after the System Acceptance Testing.

## **SCHEDULE 2: TECHNICAL SPECIFICATIONS**

The proposed Projects shall be completed as per the technical specifications given below.

The Bidder are hereby advised to take a note of the draft guidelines issued by MNRE dated 09-08-2016 or any amendments thereof in respect of minimum technical requirements, quality standards, best practices and specifications for grid connected roof top PV systems in addition to technical parameters mentioned in this RFP and comply accordingly.

### **1. Parameters**

A Project consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), charge controller (if required), Inverter, Controls & Protections, interconnect cables and switches. PV Array should be mounted on a suitable structure. Project should be designed with necessary features to synchronize with the grid power. Components and parts used in the Project including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

#### **1.1. PROJECT SHALL CONSIST OF FOLLOWING EQUIPMENT/ COMPONENTS:**

##### **1.1.1. Solar Photovoltaic Modules**

- 1.1.1.1. The PV modules used should be made in India and must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part 1- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
- 1.1.1.2. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701. The total solar PV array capacity should not be less than allocated capacity kW) and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. Module capacity less than minimum 250 Wp should not be accepted.
- 1.1.1.3. Protective devices against surges at the PV module shall be provided. Low



voltage drop bypass diodes shall be provided.

- 1.1.1.4. PV modules must be tested and approved by one of the IEC authorized test centers. The module frame shall be made of corrosion resistant materials, having Pre-galvanized/ anodized Aluminum or superior material (after approval from MNRE)
- 1.1.1.5. The SPD shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his Bid.
- 1.1.1.6. Other general requirement for the PV modules and subsystems shall be the following:
  - a) The rated output power of any supplied module shall have tolerance of +/- 3%.
  - b) The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
  - c) The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather-proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
  - d) I-V curves at STC should be provided by SPD.
- 1.1.1.7. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).
  - a) Name of the manufacturer of the PV module
  - b) Name of the manufacturer of Solar Cells.
  - c) Month & year of the manufacture (separate for solar cells and modules)
  - d) Country of origin (for solar cells)
  - e) I-V curve for the module Wattage,  $I_m$ ,  $V_m$  and FF for the module
  - f) Unique Serial No and Model No of the module
  - g) Date and year of obtaining IEC PV module qualification certificate.
  - h) Name of the test lab issuing IEC certificate.
  - i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

1.1.1.8. **Warranties**

- a. Material Warranty

Material Warranty is defined as:

The manufacturer should warrant the Solar Module(s) to be free from the

defects and/or failures specified below for a Period as specified in MNRE guidelines from the date of COD.

Defects and/or failures due to manufacturing

Defects and/or failures due to quality of materials

Non-conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will replace the solar module(s)

b. Performance Warranty

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the twenty-five (25) Year period and not more than 10% at the end of tenth (10<sup>th</sup>) Year of the full rated original output.

**1.1.2. Array Structure**

1.1.2.1. Hot dip galvanized MS/ Pre-galvanized/ Anodized Aluminium or superior material (after approval from MNRE) mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However, to accommodate more capacity the angle inclination may be reduced until the Project meets the specified performance ratio requirements.

1.1.2.2. The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a Project is proposed to be installed (for minimum wind speed of 150 km/hour). Suitable fastening arrangement that do not require drilling in rooftops should be adopted to secure the installation against the specific wind speed.

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

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

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

1.1.2.6. Regarding civil structures the SPD need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m<sup>2</sup>.

1.1.2.7. The minimum clearance of the structure from the roof level should be 300 mm.

**1.1.3. Junction Boxes (JBS) Based on System Design Requirements**

- 1.1.3.1. The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium/cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- 1.1.3.2. Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands with provision of earthings. It should be placed at 5 feet or suitable height for ease of accessibility.
- 1.1.3.3. Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- 1.1.3.4. Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification

#### **1.1.4. DC Distribution Board Based on System Design Requirements**

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

#### **1.1.5. AC Distribution Panel Board**

- 1.1.5.1. AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- 1.1.5.2. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- 1.1.5.3. The changeover switches, cabling work should be undertaken by the SPD as part of the project.
- 1.1.5.4. All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz.
- 1.1.5.5. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- 1.1.5.6. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- 1.1.5.7. Should conform to Indian Electricity Act and rules (till last amendment).
- 1.1.5.8. All the 415 AC or 230 volts devices / equipment like bus support insulators,

circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions:-

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 3 Hz

**1.1.5.9. PCU/Array Size Ratio**

- a) The combined DC wattage of all inverters should not be less than rated capacity of Project under STC.
- b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

**1.1.5.10.PCU/ Inverter**

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

- Switching devices: IGBT/MOSFET
- Control Microprocessor /DSP
- Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
- Output frequency: 50 Hz
- Grid Frequency Synchronization range: + 3 Hz or more
- Ambient temperature considered: -20° C to 50° C
- Humidity: 95 % Non-condensing
- Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
- Grid Frequency Tolerance range: + 3 or more
- Grid Voltage tolerance: - 20% & + 15 %
- Inverter efficiency(minimum): >98% (In case of 10kW or above)
- Inverter efficiency (minimum): > 93% (In case of less than 10 kW)
- THD: < 3%

- PF: > 0.9
- b) Three phase PCU/ inverter shall be used as required.
- c) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- d) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power; inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- e) Built-in meter and data logger to monitor Project performance retrievable through external computer shall be provided.
- f) The power conditioning units/inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2(1,2,14,30)/Equivalent BIS Std.
- g) The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- h) The PCU/ inverters should be tested from the MNRE approved test centres/NABL/BIS/IEC accredited testing-calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

#### **1.1.6. Integration of PV Power with Grid**

1.1.6.1. For better grid interaction and functioning of Project, the following arrangement shall be ensured by SPD:

- a) Project should have appropriate instruments installed at solar panel output, inverter and load to facilitate minute-wise recording and storage of monthly data (voltage, current, generation, consumption and grid injection) for twelve (12) Months of energy flow at various nodes.
- b) In case of network failure, or low or high voltage, Project shall go under islanding mode but not be out of synchronization so far as its operation with connected load is concerned. The supply from Project to the load points would be resumed, once the DG set comes into service, Project shall again be synchronised with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.
- c) The Project commissioned under the Madhya Pradesh Policy for Decentralised Renewable Energy Systems, 2016 as amended from time to time, shall be provided with reverse protection relays in order to prevent reverse flow of active power into the Grid. The relay and devices used for such arrangement shall be of relevant standards.

#### **1.1.7. Data Acquisition System / Project Monitoring**

- 1.1.7.1. Data Acquisition System shall be provided for each of the solar PV Project.
- 1.1.7.2. Data Logging Provision for Project control and monitoring, time and date stamped system data logs for analysis computer for data monitoring, metering and instrumentation for display of systems parameters and status indication to be provided. The time integration period of data will be maximum of 15 minutes.
- 1.1.7.3. The following parameters should be accessible via the operating interface display in real time separately for Project:
  - a) AC Voltage
  - b) AC Output current.
  - c) Output Power
  - d) Power factor
  - e) DC Input Voltage
  - f) DC Input Current
  - g) Time Active
  - h) Time disabled
  - i) Time Idle
  - j) Power produced
  - k) Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage).
- 1.1.7.4. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a Year and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- 1.1.7.5. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- 1.1.7.6. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- 1.1.7.7. All instantaneous data should be available through RMS.
- 1.1.7.8. Software shall be provided for USB download and analysis of DC and AC parametric data for individual Project.
- 1.1.7.9. Provision for Internet monitoring and download of data shall be necessarily incorporated for projects.
- 1.1.7.10. Remote Monitoring and data acquisition through Remote Monitoring System software with latest software/hardware configuration and service connectivity

for online / real time data monitoring/control complete to be supplied and O&M/control to be ensured by the supplier. Provision for interfacing these data on Nodal Agency server and portal in future shall be kept.

**1.1.8. Transformer “If Required” & Metering**

- 1.1.8.1. Dry/oil type appropriate kVA, of transformer Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.
- 1.1.8.2. The SPD must take approval/NOC from the concerned DISCOM for the connectivity, technical feasibility, and synchronization of Project with DISCOM network and submit the same to Nodal Agency before Commissioning Project.
- 1.1.8.3. Reverse power relay shall be provided by SPD (if necessary), as per the local DISCOM’s requirement.

**1.1.9. Power Consumption**

- 1.1.9.1. Regarding the generated power consumption, priority needs to be given for internal consumption first and thereafter any excess power can be exported to the DISCOM network.

**1.1.10. Protections**

- 1.1.10.1. The Project should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

**1.1.10.2. Lightning Protection**

- a) The SPV power Project shall be provided with lightning & overvoltage protection of appropriate size. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standard. The protection against induced high voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

**1.1.10.3. Surge Protection**

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

**1.1.10.4. Earthing Protection**

- a) Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition, the lightning arrester/masts should also be earthed inside the array field.
- b) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same

potential.

#### 1.1.11. Grid Islanding

1.1.11.1. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “islands.” Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Project shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.

1.1.11.2. A manual disconnects 4pole isolation switch, besides automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

#### 1.1.12. Cables

1.1.12.1. Cables of appropriate size to be used in the Project shall have the following characteristics:

- a) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- b) Temp. Range:  $-10^{\circ}\text{C}$  to  $+80^{\circ}\text{C}$ .
- c) Voltage rating 660/1000V
- d) Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- e) Flexible
- f) Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
- g) Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.
- h) The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. twenty-five (25) Operational Years.
- i) The ratings given are approximately, SPD to indicate size and length as per system design requirement. All the cables required for the Project provided by the SPD. All cable schedules/layout drawings approved prior to installation.
- j) Multi Strand, Annealed high conductivity copper/aluminum conductor PVC type ‘A’ pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BOS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated



cables for working Voltage up to and including 1100 V ,UV resistant for outdoor installation IS /IEC 69947.

- k) The size of each type of DC cable selected shall be based on minimum voltage drop.
- l) The size of each type of AC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 2%.
- m) All such external electrical works shall be required to be done as per DISCOMs SOR.
- n) All cables upto main ACDB panel should be of Copper and beyond which can be of Copper/Aluminium cables.

#### **1.1.13.Connectivity**

1.1.13.1.The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have to be followed for selection of voltage level in the DISCOM's network for ready reference of the solar suppliers. The work should be done in compliance with respective regulations and policy.

#### **1.1.14.Tools & Tackles and Spares**

1.1.14.1.The requirement of maintaining tools, tackles and spares at site or at service center is left to the discretion of the bidder with a condition that the same would be made available immediately as and when required.

1.1.14.2.The bidders are advice to ensure a response time of 24 hours and maximum expected turnaround time of 72 hours (under special circumstances, additional time limit may be considered).

1.1.14.3.Minimum requisite spares to be maintained by the SPD, in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes, fuses, MOVs / arrestors, MCCBs etc. along with spare set of PV modules be indicated, shall be maintained at site or at nearest service centre for the entire period of O&M.

#### **1.1.15.Danger Boards and Signage**

1.1.15.1.Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date.

#### **1.1.16.Fire Extinguishers**

1.1.16.1.The firefighting system for the proposed Project for fire protection shall consist of portable fire extinguishers in the control room for fire caused by electrical short circuits. The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs.

#### **1.1.17.Drawings and Manuals**

1.1.17.1.Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. SPD shall provide complete technical data sheets

for each equipment giving details of the specifications along with make/makes in their bid with basic design of the Project and power evacuation, synchronization as also protection equipment.

1.1.17.2. Approved ISI and reputed makes for equipment be used.

1.1.17.3. For complete electro-mechanical works, SPD shall supply complete design, details and drawings to Nodal Agency.

#### **1.1.18. Planning and Designing**

1.1.18.1. The SPD should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The SPD should submit the array layout drawings along with Shadow Analysis Report to the designated authority of Nodal Agency.

1.1.18.2. Nodal Agency reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.

1.1.18.3. The SPD shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The SPD shall submit one sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

#### **1.1.19. Safety Measures**

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

**SCHEDULE 3: TARIFF SCHEDULE**

Operational Year	Discovered Tariff or RA L1 Tariff of the Project (Rs./kWh)
1.	Rs. _____ per kWh

1. Discovered Tariff must be applicable for sale of Solar Power to Procurer for the First Operational Year.
2. Discovered Tariff shall be escalated by 3% at the start of each Operational Year (second Operational Year onward) till the Expiry Date and that would be applicable from second year onwards;
3. The above Discovered Tariff is inclusive of any applicable taxes. However, if any new change in tax/duty is effected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Solar Power Developer to the Procurer and revised Tariff will be updated by the Nodal Agency to the SPD and the Procurer through a Letter issued by Nodal Agency that shall be treated as SCHEDULE 6: LETTER FROM NODAL AGENCY CONFIRMING CODANDAPPLICABLETARIFFof this PPA. All such letters to revise the tariff issued by the Nodal Agency shall become part of this PPA.
4. Further, for clarification, PPA shall be signed for individual Projects under Project Group but Quoted Tariff shall remain the same for all Projects under Project Group. However, it shall be applicable in accordance with respective dates of COD.

**SCHEDULE 4: COD SCHEDULE**

COD Schedule from the Effective Date of PPA

S. NO.	MILESTONE (ACTIVITY TO BE PERFORMED)	DAY
1.	PPA EFFECTIVE DATE	T
2.		T + [1 MONTH]
3.		T + [2 MONTH]
4.		T + [3 MONTH]
5.		T + [4 MONTH]
6.		T + [5 MONTH]
7.		T + [6 MONTH]
8.		T + [7 MONTH]
9.		T + [8 MONTH]
10.	SCOD	T + [9 MONTH]

**SCHEDULE 5: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY**

No. MPUVN/GCRT/RESCO-IV//2021-22/30/Group-

Date:

To,

Name of Authorized Signatory of SPD

Designation of Authorized Signatory of SPD

Address of SPD

Sub: Approval for Capacity assessed by you after having performed survey of \_\_\_\_\_, under Project Group "B".

Ref:

1. With reference to above, your offer for deployment of SPV-GCRT Power Plants under RESCO model was found to be lowest in terms of the tariff quoted for sale of power.
2. As per the LICA referred above, you have undertaken survey of the all the Sites for this project and suggested us the appropriate capacity which could be deployed for this project. Accordingly based on your report, we hereby confirm the capacity of the SPV-GCRT Power Plants to be deployed as per the details given below:

S. No.	Name of the Project	Capacity of the SPV System as per the PPA (in kW)	Capacity of the System after survey as per the final Mounting Structure Configuration (in kW)			
			T1	T2	T3	T4

3. The capacity after undertaking the survey for this project shall accordingly replace the capacity for this project as mentioned in the PPA. This letter shall be treated as a part of the PPA. All terms and conditions shall remain same as mentioned in the RFP and PPA signed.

(By order of the Managing Director)

Authorized Signatory  
(MPUVNL)

**SCHEDULE 6: LETTER FROM NODAL AGENCY CONFIRMING  
CODANDAPPLICABLETARIFF**

To,

Name of Authorized Signatory of Beneficiary

Designation of Authorized Signatory of Beneficiary

Address of Beneficiary

**Subject:** Confirmation on COD (Commercial Operation Date) of the Project and Applicable  
Tariff

**References:**

1. MPUVN RFP No. \_\_\_\_\_ dated \_\_\_\_\_
2. Project Satisfaction Certificate approved by \_\_\_\_\_ name of beneficiary \_\_\_\_\_

Dear Beneficiary (Name of Authorized Signatory of Beneficiary),

This is certified that a Grid Connected SPV Power Plant of \_\_\_\_\_ kW capacity has  
been installed and commissioned by M/s \_\_\_\_\_  
(Solar Project Developer Name) on \_\_\_\_\_ (Date of Commissioning in DD/MM/YYYY)  
of the RfP \_\_\_\_\_ dated \_\_\_\_\_ at the site of \_\_\_\_\_  
(Beneficiary Name) in \_\_\_\_\_ block of \_\_\_\_\_ tehsil of  
\_\_\_\_\_ district as per submitted synchronization and commissioning certificate  
with reference no. \_\_\_\_\_ dated \_\_\_\_\_ and \_\_\_\_\_  
(reference number of Commissioning Certificate) dated \_\_\_\_\_.

The Grid Connected SPV Power Plant has been inspected by DREO,MPUVN  
/AUTHORIZED REPRESENTATIVE OF MPUVN for its installation and performance as per  
inspection report \_\_\_\_\_ (Reference Number) dated \_\_\_\_\_ on  
\_\_\_\_\_ (date of inspection) and CUF has been recorded in the satisfactory range by the  
Grid Connected SPV Power Plant. As per Annexure-1 (Tariff Schedule) of the Power Purchase  
Agreement (PPA) executed on xx/xx/20xx, the applicable tariff for first operational year is  
\_\_\_\_\_ per kWh. The applicable tariff structure for the PPA period of 25 operational years  
is attached as Annexure-1.

Authorized Signatory  
(MPUVNL)

**Copy To:**

1. Name of Developer
2. Address of Developer

**Annexure 1**

<b>Operational Year</b>	<b>Tariff Schedule (Rs. per kWh)</b>
1	
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**NOTE:**

1. The supporting documents and calculation of the revised tariff shall be attached for reference.

**FORMAT-1: FULFILLMENT CERTIFICATE**

This is to certify that, Solar Power Developer has installed a \_\_\_\_\_ kW PPA Capacity of Project on the Premise of the Procurer in accordance with the RFP No. \_\_\_\_\_ dated \_\_\_\_\_ and executed PPA dated \_\_\_\_\_. The key features of the Project are as follows:

<b>S. No</b>	<b>Parameter</b>	<b>Description</b>
1.	Project Size	_____ kW
2.	DC Capacity of Modules Installed	_____ kWp
3.	Expected Annual Energy Generation	_____ kWh
4.	Module Type	No. of Module installed: Module Supplier Name: Capacity of each Module (Wp):
5.	Inverter Type & Rating	No. of Inverter: Supplier Name: Capacity (kW or kVA):
6.	Combiner Box	Number: Supplier:
7.	Electrical Parameter for interconnection	
8.	Mounting types (Bifurcation of Type 1, Type 2, Type 3 and Type 4 in kW)	
9.	Surface Azimuth Angle	
10.	Tilt Angle	
11.	Wind Resistance	
12.	Remote Monitoring System	
13.	Net Metering, if Project is under Category I (Supplier Name)	
14.	Generation Meter (No. of Meter, Make and Supplier Name)	
15.	Sign Board	
16.	Danger Board	
17.	Internal wiring upto use points, if required	
18.	Any additional work done, please specify	

The Solar Power Developer shall provide a Remote Monitoring System (RMS) to Nodal Agency/ Procurer as prescribed in RFP and/or PPA.



**FORMAT - 2: QUARTERLY PROGRESS REPORT**

To be submitted every quarter as directed by the Nodal Agency. Format is provided in the RfP. Nodal Agency may change the format during the execution of PPA as required.