INDRAPRASTHA POWER GENERATION COMPANY LIMITED
(A GOVERNMENT OF DELHI ENTERPRISE)

INVITES REQUEST FOR SELECTION OF BIDDERS (RFS)

FOR

IMPLEMENTATION OF GRID CONNECTED ROOF TOP SOLAR PV SYSTEM SCHEME
IN SELECTED LOCATIONS IN DELHI

RFS No: IPGCL/RFS/RESCO/01/2015

INDRAPRASTHA POWER GENERATION COMPANY LTD.
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INDRAPRASTHA POWER GENERATION CO. LTD.
(A Govt. of Delhi Undertaking)

RFS No: IPGCL/RFS/RESCO/01/2015

On behalf of “EE&REM Centre”, Indraprastha Power Generation Co. Ltd. (hereinafter called “IPGCL”), invites project developers, MNRE channel partners, Technology providers, System Integrators, Renewable Energy Service Companies(RESCO), EPC Contractors to participate in the Request for Selection (RFS) for design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance for a period of 25 years of Grid Connected Roof Top Solar PV power system in selected Roof Tops at various places in Delhi under RESCO Model.

For the implementation of above mentioned work, Bidders should submit their bid proposal along with all supporting documents complete in all aspect on or before 12.03.2015 up to 11.00 AM in the office of “IPGCL” To, AGM(I/c) C&M Pragati Power Station, I.P. Estate, Ring Road, New Delhi-110002 in prescribed format.

Bidder shall submit bid proposal along with non-refundable processing fee of Rs. 15000/- (Rupees Fifteen thousand only) in the form of DD issued in favour of “Indraprastha Power Generation Co. Ltd.”, payable at New Delhi. Techno-Commercial Bids will be opened on 12.03.2015 at 11.30 AM in presence of authorised representatives of bidders who wish to be present. Bid proposals received without the prescribed processing fees and Bid Bond will be rejected. In case of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Detailed eligibility criteria, technical specifications, various conditions of contract, various formats, etc, can be collected in person from the office of AGM(C&M) Indraprastha Power Generation Co. Ltd., New Delhi w.e.f 17.02.2015 to 11.03.2015 in official (10.30A.M to 5.00P.M) working hours against written request and can also be downloaded from official website of www.ipgcl-ppcl.gov.in. Any amendment (s)/corrigendum/Clarifications with respect to this Bid document shall be uploaded on IPGCL-PPCL website only. The applicants should regularly follow up for any amendment/corrigendum/clarification on the website.

AGM I/C (C & M)
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**Bid Information Sheet**

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<th><strong>Bid Description</strong></th>
<th>Implementation of Grid connected Roof Top Solar PV System Scheme in Selected Roof Tops at various places in Delhi.</th>
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<td><strong>Pre-Bid Conference/Clarification meeting</strong></td>
<td>A pre-bid conference shall be held on 27.02.2015 at 11:00 A.M. at IPGCL office, ‘Himadri’, RPH Complex, Rajghat, New Delhi- 110 002</td>
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</table>
| **Broad Scope** | 1. Identification of roofs within 3 months’ time and submission of project sanction documents for the approval of IPGCL.  
2. Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning of the grid connected rooftop solar PV project including Operation and Maintenance (O&M) of the project for a period of twenty years after commissioning of projects |
| **Bid Deadline** | **12.03.2015** up to 11.00 AM |
| **Date of Techno-Commercial bids opening** | **12.03.2015** at 11.30 AM |
| **Validity of Bid** | 12 months after the date of Techno-Commercial Bid Opening. |
| **Bid Bond** | Based on the proposed capacity (2 MW) the bidder will bid for 1 MW capacity, and accordingly the bidder has to furnish the Bid Bond along with the bid. Please refer Clause 3.14 of Section -1 |
| **Performance Security (PBG)** | Equivalent to Bid Bond amount shall be furnished at the time of Notification of Award of work by IPGCL. Please refer Clause 3.15 of Section -1 |
| **Bid Process** | Single stage, Two Part (Techno-Commercial Bid & Price Bid) |
| **Cost of RFS document (In favor of IPGCL)** | Rs.5000/- (In the form of DD) (Non refundable). If the tender document are downloaded from the website of IPGCL, bidder shall submit above amount during submission of tender document. |
| **Processing Fee (In favor of IPGCL)** | Rs. 15000/- + service tax(In the form of DD) (Non refundable) |
| **Name, Designation, Address and other details (For Submission of Response to RFS)** | AGM (l/c)  
Pragati Power Station, I.P. Estate, Ring Road, New Delhi-110002 |
Definitions & Abbreviations

1.0. **DEFINITIONS & ABBREVIATIONS**

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

1.1. “**Affiliate**” shall mean a company that either directly or indirectly;
(a) controls or
(b) is controlled by or
(c) is under common control with

a Bidding Company and “**control**” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.

1.2. "**B.I.S**” shall mean specifications of Bureau of Indian Standards (BIS);

1.3. “**Bid**” shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RFS, in accordance with the terms and conditions hereof.

1.4. “**Bidder/Bidding Company**” shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require”;

1.5. “**Bid Bond**” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 3.14 of this RFS, in the prescribed Format- 3;

1.6. “**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this RFS as specified in Bid information Sheet;

1.7. “**Bid Capacity**” shall means capacity offered by the bidder in his Bid under invitation.

1.8. “**CEA**” shall mean Central Electricity Authority.

1.9. “**Chartered Accountant**” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

1.10. “**Competent Authority**” shall mean Managing Director (MD) of Indraprastha Power Generation Co. Ltd. himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
1.11. “Commissioning” means Successful operation of the Project/Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RFS.

1.12. “Company” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013, including any amendment thereto.

1.13. “Capacity Utilization Factor” (CUF) means the ratio of the annual output of the plant in kWh versus installed plant capacity for number of days. CUF = plant output in kWh / (installed plant capacity in kW * 365X24).


1.15. “Eligibility Criteria” shall mean the Eligibility Criteria as set forth in Clause 3.4 of this RFS;

1.16. “Financially Evaluated Entity” shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 3.4.3 hereof;

1.17. "IEC" shall mean specifications of International Electro-technical Commission;

1.18. "kWp" shall mean Kilo-Watt Peak;

1.19. "kWh" shall mean Kilo-Watt-hour;

1.20. "MNRE" shall mean Ministry of New and Renewable Energy, Government of India;

1.21. Maximum Bid Capacity” shall mean 1MWp which is the maximum capacity for which the Bidder can submit its Bid.

1.22. “Model(s)” shall mean RESCO of RFS

1.23. "O&M" shall mean Operation & Maintenance of Rooftop Solar PV system;

1.24. Owner of the project” shall mean anyone who has invested 100% of project cost in the rooftop Project or the Project Developer who has taken the roof on mutually agreed terms and conditions from the roof top owner(s) and enters into a PPA for supply of solar power for at least 25 years from the date of Commissioning of project.
1.25. “Project Cost / Project Price” shall mean the Rs9.0 Cr/MWp on which subsidy amount @30% will be calculated and paid by EE&REM Centre.

1.26. “Project capacity” means Capacity in kWp/MWp offered by the Bidder for various locations within the state of Delhi consisting of single or multiple roof tops. The project capacity specified is on “DC” output Side only.

1.27. “Performance Ratio” (PR) means

“Performance Ratio” (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. PR= (Measured output in kW / Installed Plant capacity in kW * (1000 W/m²/Measured radiation intensity in W/m²).

1.28. “Parent Company” shall mean a company that holds at least twenty six percent (26%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be;

1.29. “Project Company” shall mean Company incorporated by the bidder as per indian Laws in accordance with Clause no 3.5.

1.30. “Project Sanction Documents” shall mean the documents as specified in Annexure – A

1.31. “Price Bid” shall mean Envelope III of the Bid, containing the Bidder’s quoted Price as per the Section- IV of this RFS;

1.32. “Qualified Bidder ” shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 3.1 stand qualified for opening and evaluation of their Price Bid;

1.33. "RFS" shall mean Request for Selection (RFS)/Bid document/Tender Document

1.34. “RESCO” shall mean Renewable Energy Service Companies

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

1.36. “Statutory Auditor” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
1.37. **“Successful Bidder(s) /Contractor/Project Developers(s)”** shall mean the Bidder(s) selected by IPGCL pursuant to this RFS for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFS Documents, and to whom an Allocation Letter has been issued;

1.38. **“IPGCL”** shall mean Indraprastha Power Generation Co. Ltd., New Delhi (A Govt Enterprise) under department of Power GNCTD of Delhi

1.39. **“SNA”** shall mean State Nodal Agency. The state nodal agency is EE&REM Centre.

1.40. **“EE&REM” shall mean Energy efficiency and Renewable Energy centre of Delhi**

1.41. **“Subsidy”** shall mean Rs2.7Crores/MW on prorata basis

1.42. **“Tendered Capacity”** shall mean the Total aggregate capacity in MW/KW indicated to the Successful Bidder through this bidding process as per terms and conditions specified therein;

1.43. **“Ultimate Parent Company”** shall mean a company which directly or indirectly owns at least twenty six percent (26%) paid up equity capital in the Bidding Company) and/or in the Financially Evaluated Entity and such Bidding Company and /or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company;

1.44. **“Wp” shall mean Watt Peak**

1.45. Net Meter: “net meter” means an appropriate energy meter capable of recording both import& export of electricity or a pair of meters one each for recording the net importand net export of electricity as the case may be;

1.46. “renewable energy meter” refers to a unidirectional energy meter, installed and used solely to record the renewable energy generation from the RenewableEnergy System installed at the consumer’s premises;

1.47. **“Contract Year”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

(i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

(ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

1.48. **“Effective Date”** shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties;
1.49. "Inter-connection point / Delivery / Metering Point" shall mean the point at distribution voltage level where the power from the solar power Project is injected into the DISCOM transmission system. Metering shall be done at this interconnection point where the power is injected into the Distribution System system, i.e. the Delivery Point. For interconnection with grid and metering, the SPD shall abide by the relevant DERC Net metering System, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time;

1.50. "Letter of Intent" or “LOI” shall mean the letter issued by Indraprastha Power Generation Company Limited (IPGCL) to the Selected Bidder for award of the Project.

1.51 “Power Purchase Agreement (PPA)” shall mean power purchase agreement to be signed between successful bidder and rooftop owner.

1.52 “Solar Power Developer (SPD)” shall mean successful bidder(s) to whom the project is/are allocated.

1.53 “PBG” shall mean performance Guarantee
Interpretations

1. Words comprising the singular shall include the plural & vice versa

2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, 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 any Bidder within fifteen (15) days from the date of notification of RfS/Issue of the RfS document, it shall be considered that the RfS document is complete in all respects and has been received by the Bidder.

2. Indraprastha Power Generation Company Limited (IPGCL) reserves the right to modify, amend or supplement this RfS document including Power Purchase Agreement (PPA).

3. While this RfS has been prepared in good faith, neither IPGCL nor their employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements 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 RfS, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date:_______________
Section -I

A. DETAILED INFORMATION AND INSTRUCTIONS TO THE BIDDERS

1. Introduction
The Ministry of New & Renewable Energy (MNRE) has allocated 8 MW roof top Solar PV Projects for Delhi to be implemented under RESCO/CAPEX Model. A capital subsidy of Rs.2.7 Cr. / MW will be provided by MNRE through EE&REM Centre. The beneficiary of the Roof Top Solar Projects are Roof Top Owners itself. The grid connectivity of these solar roof top plants will be as per Delhi Electricity Regulatory Commission (DERC) Net Metering Regulation – 2014. The Deptt. of Power, GNCTD has nominated Indraprastha Power Generation Co. Ltd. (IPGCL) which is an Undertaking of Govt. of Delhi, as Executing Agency on behalf of EE&REM Centre. In the first phase of implementation process, 2 MW aggregate capacity scattered at various locations of roof tops owned by different organizations is being offered.

IPGCL, which expression shall also include its successors and permitted assigns, hereby invites interested project developers, MNRE channel partners, Technology providers, System integrators, Renewable Energy Service Companies (RESCO), EPC Contractors to participate in the bidding process for the selection of Successful Bidder(s) for implementation of grid connected roof top Solar Photovoltaic Projects aggregating 2 MWp (approximately) under this scheme in the locations indicated herein after under RESCO model.

1.1 The following tentative Locations /Roof tops have been selected under the above scheme with one or more rooftops in two groupings each having aggregated capacity of approx one MWp each:

**Group I**
1. Delhi Technological University
2. Indraprastha University
3. Netaji Subhash Institute of Technology

**Group II**
1. Delhi Vidhan Sabha
2. Guru Nanak Eye Centre
3. Lal Bahur Shastri Hospital
4. Bhagwan mahavir Hospital
5. Dr Hedgewar Arogya sansthan
6. Acharya Shree Bhikshu Hospital
7. Babu Jagjivan Ram Hospital
8. SBB (ID)-1106001 Block B Nand Nagri
9. SKV(ID-1106021) Seema Puri
10. GBSS (ID-1106009), Seemapur

The above list is completely tentative & can be changed on jurisdiction of IPGCL/EE&REM Cetre.
1.2 The bidder may approach EE & REM CENTRE / IPGCL to get details of locations.

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

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

2.0 Bids will be based on RESCO model from the prospective bidders for the Tendered Capacity . In this part, **subsidy of Rs.2.7 Crore per MWp** will be made available to the Successful Bidder. Bidders will be required to furnish year on year tariff for 25 years starting from the date of commissioning of the Project. Tariff stream quoted by the bidder shall be then levellized with a discounting rate of 11%. Capacity will be allocated based on the lowest levellized tariff for 25 years quoted by the bidder for various locations under Group I/ Group II as in Clause 1.1 subject to Clause 6.3 of RFS.

2.1 **Maximum allowable levellized tariff for this part is Rs.6.75 Per kWh** and the bids with levellized tariff in excess of Rs.6.75 Per kWh will be rejected. Tariff stream quoted by the bidder shall further confirm to the following:

i) **Tariff in the first three years shall not exceed Rs.6.00 Per kWh.**

ii) **Tariff in any year shall either be equal to or more than the tariff in the immediately preceding year.**

2.2 Bids not in conformity with above provisions will be rejected.

2.3 **SIZE OF THE PROJECTS:**

2.3.1 Locations where the projects are required to be installed are indicated at 1.1. The size of each project shall be in the range of 42kWp - 500 kWp. One project may however, comprise of several rooftop units and the minimum capacity of the project can also be achieved by aggregating the buildings of the location. The roof top units have to be connected with the grid at interconnection point with DISCOM and shall have separate net meters for energy accounting and renewable energy meter for solar power accounting.

2.3.2 Further, Successful bidders to whom letter of allocation has been issued will be allowed to submit single proposal for an aggregate capacity of 1 MW Capacity for approval and issue of sanction letter by IPGCL. Single sanction letter will be issued for the total aggregate capacity submitted by the bidder for approval as per above.
2.4 BID CAPACITY

2.4.1 The total Tendered capacity under this tender is 2 MWp. Every Bidder shall apply for 50% of Tendered capacity i.e. his bid will be for a capacity of 1 MW with clear preference for one of the two Groups of location. That means there can be two successful bidders. However, successful bidder can be allocated upto full tendered capacity i.e. approx 2 MWp.

3 INSTRUCTIONS TO THE BIDDERS

3.1. Bidder must meet the eligibility criteria independently as a Bidding Company. No bidding consortium is allowed to participate in this bidding. **Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.**

3.2. Bidder can however use the technical and financial strength of its Parent Company to fulfil the Technical and/or Financial Eligibility criteria mentioned below. In such case, Bidders shall submit an Undertaking from the Parent Company as per Format - 8 and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format-9, Company Secretary certificate towards shareholding pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company.

3.3 Qualified Bidders who have submitted their proposal in this RFS may be empanelled by IPGCL for an initial period of one year which can be further extended if required by competent authority of IPGCL. This empanelment may be used by IPGCL for inviting bids under RESCO model in future for other locations.

3.4 ELIGIBILITY CRITERIA

3.4.1 GENERAL

(a) The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power.

A copy of certificate of incorporation/ may be furnished along with the bid in support of above.

(b) The bidder should have valid CST/State VAT/TIN registration certificate. Registration document(s) to be provided by the bidder where it is presently operational / Company is registered. **(Copy to be furnished in support).**
3.4.2 TECHNICAL ELIGIBILITY CRITERIA:

The Bidder should have installed & commissioned at least one Grid connected Solar PV Power Project having a capacity of not less than 100 kW which should have been commissioned at least six months prior to Techno-Commercial Bid Opening date. The list of project commissioned at least 6 months prior to Techno-Commercial Bid Opening date, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and Work order / Contract / Agreement/ from the Client/Owner shall be submitted.

3.4.3 FINANCIAL ELIGIBILITY CRITERIA:

The Bidder should have an Annual Turnover or Net worth as indicated below.

(i). The Annual turnover of Rupees 5.0 Crore per year per MW in any one of the last 3 financial years preceding the Bid Deadline subjected to the condition that the Bidder should at least have completed one financial year.

OR

(ii). Net worth equal to or greater than the value calculated at rate of Rs. 3.00 Crore per MW of capacity offered by the Bidder in its Bid. The Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net-worth calculation in case of listed companies in India only.

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

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

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company 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.

Bidders shall furnish documentary evidence as per the Format -7, duly certified by Authorized Signatory and the Statutory Auditor / Practising Chattered Accountant of the Bidding Company in support of their financial capability.
3.5 INCORPORATION OF A PROJECT COMPANY

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

3.5.2 The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of two(2) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Parent Company or Ultimate Parent Company. If the Successful Bidder so invests, the Successful Bidder shall be liable to ensure that minimum equity holding/Lock in limits specified above are still maintained.

3.6 BID SUBMISSION BY THE BIDDER

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

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

3.6.3 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no. 3.4.1, 3.4.2 and 3.4.3 to the satisfaction of IPGCL and shall also furnish unconsolidated/consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last three(3) financial years immediately preceding the Bid Deadline which are used by the bidder for the purpose of calculation of Annual Turnover or of last Financial Year in case of Net Worth.

3.6.4 In case the annual accounts for the latest financial year are not audited and therefore the bidder cannot make it available, the applicant shall give certificate to this effect from their directors. In such a case, the Applicant shall provide the Audited Annual Reports for 3(Three) years preceding the year or from the date of incorporation if less than 3 years for which the Audited Annual Report is not being provided.

3.7 BID SUBMITTED BY A BIDDING COMPANY:

The Bidding Company should designate one person to represent the Bidding Company in its dealings with IPGCL. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid
3.8 CLARIFICATIONS AND PRE-BID MEETING

3.8.1 The IPGCL will not enter into any correspondence with the Bidders, except to furnish clarifications on RFS Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFS in writing, through a letter or by fax (and also soft copy by e-mail) to reach IPGCL at the address, date and time mentioned in Bid information sheet.

3.8.2 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 IPGCL.

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

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

3.9 AMENDMENTS TO RFS BY IPGCL.

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

3.9.2 The clarification(s) / amendment(s) (if any) may be notified on IPGCL website www.ipgcl-ppcl.gov.in at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.

3.9.3 IPGCL will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.

3.9.4 In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid. Bids received by Employer shall be returned to the concerned Bidders on their request through registered post or courier and it will be for the Bidders to submit fresh Bids as the date notified by the IPGCL for the purpose.

3.9.5 All the notices related to this Bid which are required to be publicized shall be uploaded on www.ipgcl-ppcl.gov.in.
3.9.6 All Amendments/Corrigendum/Clarification to Bid documents issued subsequently by IPGCL if any, must be signed and submitted along with the bid proposal and the bid submitted by the Bidder shall take into account all such Amendments. The Bidder is advised to submit the bid, strictly based on the terms and conditions and specifications contained in the documents and not to stipulate any deviations.

3.9.7 IPGCL reserves the right to review/evaluate and make their own assessment of the offers in totality and seek more clarifications in writing/information with reference to all or any other information/documents required to be submitted by the bidder, and the same shall be furnished by the bidder.

3.10 BIDDING PROCESS

3.10.1 BID FORMATS

3.10.1. The Bid in response to this RFS shall be submitted by the Bidders in the manner provided in Clause 3.6 & Clause3.10.1.1. The Bid shall comprise of the following:

(A). ENVELOP-I (COVERING LETTER, BID PROCESSING FEE AND BID BONDS)

i. Covering Letter indicating the capacity quoted .., Preferred Choice of Group As per prescribed Format-1.

ii. Bid processing fee @ Rs. 15000 /- plus Service tax @12.36% . in the form of DD favoring IPGCL Payable at New Delhi

iii. Bid Bond, as per the prescribed Format-3 shall be submitted separately for the offered capacity in a separate envelop as per Clause 3.14.

iv. Checklist for Bank Guarantee submission requirements as prescribed in Format-5

(B). ENVELOP- II (TECHNO-COMMERCIAL DOCUMENTS)

i. Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as Format-6 or standard power of attorney in favour of authorized person signing the Bid. (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013).

However, IPGCL may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.

ii. General particulars of bidders as per Format-2

iii. Bidder’s composition and ownership structure as per prescribed Format-10.

iv. Document in support of meeting Eligibility Criteria as per Clause no.3.4.1&3.4.2.

v. Details for meeting Financial Eligibility Criteria as per Clause no. 3.4.3 in the prescribed Format-9 along with documentary evidence for the same.

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vii. Board Resolution of the Parent Company /Ultimate Parent Company of the Bidding Company duly certified by the Company Secretary or Authorized signatory to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.

viii. Signed and stamped Copy of RFS Documents including amendments & Clarifications by Authorised signatory on each page.

(C) ENVELOPE III- PRICE BID(S) AS PER SECTION-IV

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

i.) The Bidder shall submit sealed Price Bid. The envelope shall be superscripted as “Price Bid for 1MW capacity. The Price Bids shall be put in Envelope-III.

3.11 BID DUE DATE

The Bidder should submit the Bids so as to reach the address indicated below by 1100 hrs (IST) on 12.03.2015:

AGM (C & M)
Indraprastha Power Generation Co.Ltd.
330 MW Combined Cycle Power Station Campus,
I.P.Estate, New Delhi – 110 002

3.12 VALIDITY OF BID

3.12.1 The bid and the Price Schedule included shall remain valid for a period of 12 months from the date of techno-commercial bid opening, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation, IPGCL shall forfeit the Bid Bond furnished by him. Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.

3.12.2 In exceptional circumstances when letter of allocation is not issued, the IPGCL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Bond provided under Clause 3.14 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.
3.12.3 METHOD OF BID SUBMISSION

3.12.3.1 Bids are required to be submitted in a single sealed cover envelope containing Envelope-I (Covering letter, Processing fee and Bid Bonds) Envelope-II (Techno-Commercial documents) and Envelope III (Price Bids) each one duly sealed separately. Envelope should contain the documents as detailed in Clause 3.10 above.

3.12.3.2 All the three envelopes shall be kept in a outermost Envelope-IV. All the envelopes should be transcripted as “Bid for Implementation of Grid connected Roof Top Solar PV System Scheme in Selected locations in Delhi” – Envelope-I (Covering envelope) / Envelope-II (Techno-Commercial Bid) / Envelope-III (Price Bids) (Strikeout whichever is not applicable) along with the “BID DUE DATE”.

3.12.4 The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach IPGCL by the Bid Deadline. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. IPGCL shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. It should be noted that except Envelope III, no other envelope shall contain any information/document relating to Price Bid. IPGCL shall not be responsible for premature opening of the Price Bids in case of non-compliance of above.

3.12.5 All pages of the Bid, except for the Bid Bond, 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. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document. Bidders shall submit the Bid in original, duly signed by the their authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by IPGCL.

3.12.6 If the outer cover envelope or Envelope I (Covering Envelope) or Envelope-II (Techno-Commercial Envelope) Envelope III (Price Bids) is not sealed and not transcript as per the specified requirement, IPGCL will assume no responsibility for the Bid’s misplacement or premature opening.

3.12.7 All the envelopes shall be sealed properly & shall indicate the Name & address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/submit the required information. Any term / condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RFS document or any financial conditions,
payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

3.13  COST OF BIDDING

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

3.14  BID BOND

The Bidder shall furnish the Interest free Bid Bond @ Rs.30.00 Lakhs (Rupees Thirty Lakhs only) per MWp in the form of Bank Guarantee (BG) / Demand Draft drawn in favour of “Indraprastha Power Generation Company Limited”, payable at New Delhi. The initial validity of Bid Bond shall be for a period of 12 months from the Bid Deadline. The Bid Bond of unsuccessful bidders shall be returned within 30 days from the date of issue of Letter of Allocation(s). The bid bond of successful bidder shall be returned to them on submission of PBG.

The formula applicable to calculate the Bid Bond amount will be:

\[
\text{Bid Bond amount} = (\text{Rs. 30.00 Lakh}) \times \text{1 MW} \times \text{Rs30.00 lakhs}
\]

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

i. at the Bidder’s option, be in the form of either a demand draft, or a bank guarantee from a List of banks as given in Annexure-B

ii. be confirmed for payment by the branch of the bank giving the bank guarantee at New Delhi.

iii. be submitted in its original form; copies will not be accepted; and remain valid for a minimum period of 12 months from the date of Techno Commercial bid opening, or beyond any period of extension subsequently requested under Clause 3.12.2.

3.14.2 The Successful Bidder shall sign and stamp the Allocation Letter and return the duplicate copy of the same to IPGCL within 15 days from the date of its issue.

3.14.3 The Bid Bond shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to IPGCL:

(a). Hundred percent (100%) of Bid Bond amount, if a Bidder withdraws / revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RFS document and in accordance with the Clause 3.12.2.
(b). Hundred percent (100%) of Bid Bond amount, if the Successful Bidder fails to unconditionally accept the Allocation letter and sign agreement with IPGCL within 15 days from the date of its issue.

(c). Hundred percent (100%) of Bid Bond amount if the Successful Bidder fails to furnish the “Performance Security” as per the Clause 3.15.

3.15 **PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE (PBG)**

3.15.1 Within 30 days from the date of issue of Allocation letter, Successful Bidder shall furnish the Performance Security in favour of IPGCL calculated in the same manner as Bid Bond amount for the allocated capacity only.

The formula applicable to calculate the PBG amount will be:

\[ \text{PBG amount for allocation} = (\text{Rs. 30.00 Lakh} \times \text{Allocated Capacity in MWp}) \]

**Example:** Allocating for 1000kWp in, the bidder has to submit PBG of Rs. 30.00 Lakh x1000/1000 MWp = Rs. 30.00Lakh(Rupees Thirty Lakh Only).

3.15.2 The value of PBG indicated above is to be furnished by such Successful Bidder who has quoted a price which is not less than or equal to 70% of the Bench mark Tariff @ Rs.6.75 / kWh. However, in case of Successful Bidder, who has quoted a price which is less than 70% of the bench mark Tariff @ Rs.6.75 /kwh then such Successful Bidder shall have to furnish enhanced PBG in the following manner:

**For Example:**

<table>
<thead>
<tr>
<th>Price quoted by the successful bidders as% of bench mark levellized tariff</th>
<th>Value of Performance BG</th>
</tr>
</thead>
<tbody>
<tr>
<td>≥ 70%</td>
<td>100%</td>
</tr>
<tr>
<td>≥ 60% &lt; 70%</td>
<td>150%</td>
</tr>
<tr>
<td>&lt; 60%</td>
<td>200%</td>
</tr>
</tbody>
</table>

**For Example:** If the bidder quotes Rs 4.05 /kWh for a capacity of 1 MWp then he needs to furnish the PBG amount as under:

\[ \text{PBG amount} = \text{Rs. 30 lakhs} \times 1 \text{ MW} \times 150\% = \text{Rs.30X1x1.5} = \text{Rs.45 lakhs} \]

3.15.4 However, the Successful bidder other than L1 who matches the L1 levellized tariff as per Clause 6.3.4 will submit the PBG amount at its Quoted levellized tariff and not at L1.
For example: If the Successful bidders has quoted
L1 price as Rs 3.915/kWh for 1 MW and L2 price as Rs 4.86/kWh for 1 MW and L2 agrees to match L1 price then L2 has to submit the PBG calculated as follows:

PBG for L2 bidder = 100%×1MW×30 lakhs = Rs 30 Lakhs
PBG for L1 bidder = 200%×1MW×30 lakhs = Rs 60 Lakhs

3.15.5 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
(a). A demand draft, or a bank guarantee from the List of banks as given in Annexure-B
(b). be confirmed for payment by the branch of the bank giving the bank guarantee at New Delhi.

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

(a). If the Successful Bidder is not able to identify the projects and submit Project Sanction Documents to the satisfaction of IPGCL, PBG amount, pro-rata to the capacity for which the Successful Bidder is not able to identify the Projects and submit Project Sanction Documents.

(b). If the Successful Bidder is not able to commission the projects to the satisfaction of IPGCL, PBG amount, pro-rata to the capacity not commissioned by the Successful Bidder. However, Hundred percent (100%) PBG amount furnished for the Sanctioned Capacity, if the Successful Bidder fails to Commission the Projects(s) to the satisfaction of IPGCL, for the already identified locations, which are notified by IPGCL in the RFS or otherwise and for which allocation letter/sanction letter has been issued.

(c). in all the above cases corresponding unidentified / non-commissioned capacity shall stand cancelled.

3.15.7 The Performance Security shall be valid for a minimum period of 24 months from the date of issue of Allocation letter(s).

3.16 OPENING OF BIDS

3.16.1 Envelope-I, of the Bidders shall be opened at 11:30 hours on Bid Deadline date at the venue indicated herein above, in the presence of one representative from each of the Bidders who wish to be present.

3.16.2 Name of the Bidder, details of the Bid bond and capacity offered shall be read out to all the Bidders at the time of opening of Envelope-I and Envelope-II.
3.17 **RIGHT TO WITHDRAW THE RFS AND TO REJECT ANY BID**

3.17.1 This RFS may be withdrawn or cancelled by the IPGCL at any time without assigning any reasons thereof. The IPGCL further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

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

3.17.2 IPGCL reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance of bid by IPGCL will be full and final.

3.18 **ZERO DEVIATION**

3.18.1 This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

3.19 **EXAMINATION OF BID DOCUMENT**

3.19.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.

3.19.2 The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.

3.19.3 Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder’s standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by IPGCL.

3.19.4 Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.
B. GENERAL CONDITIONS OF CONTRACT(GCC)

3.20 SCOPE OF WORK

3.20.1 The scope of work for the bidder include Identification of buildings rooftop of buildings for 25 years, Obtaining No Objection Certificate (NOC)” from Distribution Company (DISCOM) for grid connectivity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including operation and maintenance (O&M) of the project for a period of twenty five years after commissioning. The bidder will ensure that proper safety features and arrangements for synchronization of Solar PV with grid is made as per Norm and regulations.

3.21 PROJECT COST

3.21.1 The bid is to be evaluated on the basis of minimum levellised tariff for 25 years. IPGCL is liable to pay only to the extent of Rs2.7Crores/MWp as per clause 6.8. Project cost, therefore, has little meaning in this contract. However, as a matter of financial obligations on the part of the contractor, Project cost shall be taken as Rs9.0 Crores/MW and shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a “single responsibility” basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 25 years, goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

3.21.2 The project cost will be on lump sum turnkey basis and the bidder is responsible for the total scope of work described at Clause 3.21.1 above.

3.21.3 The considered project cost shall remain firm , taken at Rs 9.0 Crores/MW and fixed and shall be binding on the Successful Bidder till completion of work for payment of subsidy amount irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

3.21.4 The cost shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm for levellised tariff and tariff for entire period of 25 years as quoted on year to year basis shall be complete and shall remain firm in all respect and no price variation / adjustment shall be payable

3.21.5 The operation & maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts.
3.21.6 The **levellised tariff** shall be specified in sanction letter based on Successful Bidder's quote @Rs/KWh . and other conditions of the Contract as accepted by the IPGCL and incorporated into the sanction letter.

3.21.7 The Bidder shall complete the Price Bid –II (Format-C) (Section-IV) furnished in the RFS Documents.

3.22 **IPGCL SERVICE CHARGES**

3.22.1 IPGCL is inviting this bid on behalf of roof top beneficiary. Therefore will be charging for its services The tariff based competitive bidding shall be invited for the levellized tariff of 25 years but service charges of IPGCL shall be computed as 5 % of 70 % of Rs. 9.0 Crores per MWp i.e. 31.5 lacs/MWp of the allocated capacity. The service charge is to be paid in form of DD/Pay order in favour of IPGCL payable at Delhi at the time of Acceptance of LOA by the successful bidders.

3.22.3 IPGCL service are for site visits, inspection; liaison, monitoring etc. Taxes and duties shall be paid extra. **The IPGCL service charges are non-refundable.** Further, any delay beyond 15 days shall attract interest @ 1.25 % per month of the amount not paid, calculated on day to day basis till the full payment including interest is paid. IPGCL has the right to recover / adjust any unpaid IPGCL service charges including interest from the 1st instalment of subsidy due to the Successful Bidder. IPGCL at its sole discretion may cancel the Sanctioned capacity and forfeit 100% of Performance Security in case IPGCL service charges are not paid within 30 days of issue of LOA.

3.23 **INSURANCE**

3.23.3 The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period, if required.

3.23.4 The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

3.23.5 **WARRANTIES AND GUARANTEES**

3.23.6 The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of two years from the date of
commissioning. The successful bidder has to transfer all the guarantees/warrantees of different components to the owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be sole responsibility of the Successful bidder and IPGCL will not be responsible in any way for any claims whatsoever on account of the above.

3.24 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

3.24.3 The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- III (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

3.24.4 The specifications of the components should meet the technical specifications mentioned in Section III.

3.24.5 Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

3.25 OPERATION & MAINTENANCE (O&M)

The bidder shall be responsible for operation and maintenance of the Roof top Solar PV system for entire period of 25 years. For first two years after completion and commercial operation, IPGCL will also monitor the project for effective performance in line with conditions specified elsewhere in the bid document. During the entire period of 25 years, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU’s etc and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

3.26 METERING AND GRID CONNECTIVITY

Metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). IPGCL/EE&REM could facilitate connectivity; however the entire responsibility lies with bidder only.

3.27 PLANT PERFORMANCE EVALUATION

The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the DNI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of 20% subsidy and as per Clause 6.8 of Section-II. Minimum CUF of 15% should be maintained for a period of 2years for release of performance related subsidy. The bidder
should send the periodic plant output details to IPGCL for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

3.28 PROGRESS REPORT

The bidder shall submit the progress report monthly to IPGCL in Prescribed Proforma mutually decided by bidder and IPGCL during the pendency of execution of Contract. IPGCL will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the bidder.

3.29 PROJECT INSPECTION.

The project progress will be monitored by IPGCL and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from IPGCL or any authorized agency/ experts.

IPGCL may depute a technical person(s) for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufactures facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required.

3.30 CANCELLATION OF SUBSIDY

IPGCL will not release the subsidy for any shortcomings in commissioning as per technical specifications mentioned or for performance ratio (PR) below the specified limit (75%) after commissioning. Also the performance related subsidy will not be released in case CUF falls below 15% during O&M period of 2 years.

3.31 APPLICABLE LAW

The Contract and the matters connected therewith shall be dealt with accordance with the laws of the Union of India.

3.32 SETTLEMENT OF DISPUTE

3.32.1. All disputes and differences arising out of or under the contract including, however, without prejudice to the generality of the aforesaid, any question regarding the existence, validity or termination, in respect thereof, the parties at the first instance shall endeavour to resolve such dispute or differences amicably by mutual consultation.

3.32.2. If the parties fail to resolve, the disputes or differences amicably by mutual consent, within 45 days of its arising, the disputes or differences shall be referred to arbitration either party may refer the disputes or differences to arbitration as provided hereinafter, by giving notice in writing to the other party of its intention to refer the disputes or differences to arbitration and such arbitration proceedings shall commence with the receipt of the aforesaid notice by the other party. Any dispute in respect of which a notice of intention to refer the same to arbitration has been given in terms of sub clause 3..32.2, shall be finally settled by arbitration.
3.32.3 **IN CASE THE CONTRACTOR IS A PUBLIC SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT.**

3.32.3.1 In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred by either party for Arbitration to the sole Arbitrator to be nominated by the Secretary (Power), GNCTD.

3.32.4 **IN CASE THE CONTRACTOR IS NOT A PUBLIC SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT.**

3.32.4.1 In case the contractor is not a public sector enterprise or a Govt. Deptt. And in all other cases, any dispute referred to arbitration by a party shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions as set forth below.

3.32.4.2 The IPGCL and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty (20) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator who shall be the Secretary (Power), GNCTD.

3.32.4.3 If one party fails to appoint its arbitrator within thirty-two (32) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

3.32.4.4 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause 3.31 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.

3.32.4.5 The venue of arbitration shall be New Delhi. The provisions of Arbitration and Conciliation Act, 1996, as amended from time to time shall govern the Arbitration proceedings conducted in respect of the disputes and the differences arising out of or under the contract, except to the extent, otherwise agreed herein by the parties.

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

3.32.4.7 The arbitrator(s) shall give reasoned award.

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

3.33.1. Notwithstanding the provisions of clauses contained in this RFS document; the contractor shall not be liable to forfeit (a) PBG for delay and (b) termination of contract; if he is unable to fulfill his obligation under this contract due to force majeure conditions.

3.33.2. For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by IPGCL and its decision shall be final and binding on the contractor and all other concerned.

3.33.3 In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, IPGCL has the right to terminate the contract in which case, the PBG shall be refunded to him.

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

3.34 **LANGUAGE**

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

3.35 **OTHER CONDITIONS**

3.35.1. The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of IPGCL in writing.

3.35.2. The Successful bidder or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of IPGCL and owner of the Rooftop.

3.35.3. The Successful bidder or its subcontractors shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.
3.35.4. IPGCL will not be bound by any Power of Attorney granted/ issued by the Successful bidder or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However recognition to such Power of Attorney and change (if any) may be given by IPGCL after obtaining proper legal advice, the cost of which will be chargeable to the Successful bidder concerned.

3.35.5. **SUCCESSIONS AND ASSIGNS:**

In case the IPGCL or Successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

3.35.6. **SEVERABILITY:**

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

3.35.7. **COUNTERPARTS:**

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

3.35.8. **RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES:**

This contract is not intended & shall not be construed to confer on any person other than the IPGCL & Successful bidder hereto, any rights and / or remedies herein.

3.35.9. **PRICE PREFERENCE FOR M.S.M.E/ STATE OR CENTRAL PSUS**

There is no relaxation in terms of any conditions of the RFS or price preference or processing fee or Bid Bond or PBG for M.S.M.E/ State or Central PSUs.

3.35.10. **CORRESPONDENCE**

Applicant requiring any Techno-Commercial clarification of the bid documents may contact in writing or by Fax /E Mail

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<thead>
<tr>
<th>Name</th>
<th>Contact Number</th>
<th>Clarification Type</th>
<th>Email id</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sh. R K Nagpal (AGM I/c C&amp;M)</td>
<td>011-23370541 9717698217</td>
<td>Contracts/Commercials</td>
<td><a href="mailto:nagpalrk@rediffmail.com">nagpalrk@rediffmail.com</a></td>
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<tr>
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</tr>
<tr>
<td>Sh. R K Yadav</td>
<td>011-23284897/9717694845</td>
<td>Technical requirement</td>
<td><a href="mailto:Rajendra805@gmail.com">Rajendra805@gmail.com</a></td>
</tr>
<tr>
<td>(DGM-Solar)</td>
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<tr>
<td>Sh. A K Jha</td>
<td>011-23284897 9717694790</td>
<td>Technical requirement</td>
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</tr>
<tr>
<td>Sr. Mgr(Solar)</td>
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Verbal clarifications and information given by the IPGCL/EE & REM CENTRE or its employees or its Representatives shall not be in any way entertained.
SECTION-II

EVALUATION CRITERIA, SUBSIDY DISBURSEMENT & PENALTIES

4. EVALUATION CRITERIA AND SUBSIDY DISBURSEMENT
   (i) BID EVALUATION AND SUBSIDY DISBURSEMENT

(i).1. BID EVALUATION

The evaluation process comprises the following four steps:

Step I - Responsiveness check of Techno Commercial Bid

Step II - Evaluation of Bidder’s fulfilment of Eligibility Criteria as Clause 3.4 of Section-I

Step III - Evaluation of Price Bid

Step IV - Successful Bidders(s) selection

(i).2. RESPONSIVENESS CHECK OF TECHNO COMMERCIAL BID

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFS subject to Clause 3.4.1, Clause 3.4.2, and Clause 3.4.3. Any of the following may cause the Bid to be considered “Non-responsive”, at the sole discretion of IPGCL:

(a). Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, valid Bid Bond;

(b). Bid not signed by authorized signatory and/or stamped in the manner indicated in this RFS;

(c). Material inconsistencies in the information/documents submitted by the Bidder, affecting the Eligibility Criteria;

(d). Information not submitted in the formats specified in this RFS;

(e). Bid being conditional in nature;

(f). Bid not received by the Bid Deadline;

(g). Bid having Conflict of Interest;

(h). More than one Member of a Bidding Company using the credentials of the same Parent Company/ Affiliate;

(i). Bidder delaying in submission of additional information or clarifications sought by IPGCL as applicable;

(j). Bidder makes any misrepresentation.
Each Bid shall be checked for compliance with the submission requirements set forth in this RFS before the evaluation of Bidder’s fulfilment of Eligibility Criteria is taken up. Clause 3.4 shall be used to check whether each Bidder meets the stipulated requirement.

5  PRELIMINARY EXAMINATION

5.1 The IPGCL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the Bids are otherwise in order.

5.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount written in words will prevail.

6.  EVALUATION OF BIDDER’S FULFILMENT OF ELIGIBILITY CRITERIA

6.1. Evaluation of Bidder’s Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 3.4. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.

6.2  EVALUATION OF PRICE BID

6.2.1. Price Bid (Envelope III) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, on a date as may be intimated by IPGCL to the Bidders through IPGCL website or Email. The evaluation of Price Bid shall be carried out based on the information furnished in Envelope III (Price Bid).The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the RFS. Any Bid not meeting any of the requirements of this RFS may cause the Bid to be considered “Non-responsive” at the sole decision of the IPGCL.

6.2.2 Since the maximum allowable levelized tariff is Rs 6.75/kWh, so bids above the maximum allowable price shall also be rejected

6.3.  SUCCESSFUL BIDDER(S) SELECTION

6.3.1. Bids qualifying in Clause 3.4 shall only be evaluated in this stage.

6.3.2. The Levelised Tariff requirement quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest.

6.3.3. IPGCL reserves the right to allocate entire quantity i.e. 2 MWp to L1 bidder.

6.3.4. Based on the price bid quoted by the bidders, IPGCL shall arrange the bids in the ascending order i.e L1, L2, L3, _ _ _ (L1 being the lowest levelized tariff).
6.3.5. The lowest successful bidder (L1) will be allocated his preferred choice of Group. For further allocation, the L2 bidder will be asked to match the price quoted by the L1 bidder. In case the L2 bidder refuses to match the L1 price then L3 bidder shall be offered to match L1 price. The process will continue till the next bidder matches the L1 price. The bidder who matches the L1 price will also be declared Successful bidder and will be allocated the left out Group. In case no bidder agrees to match the rate of L1 bidder, the entire quantity shall be awarded to L1 bidder.

6.3.6. The Letter(s) of Allocation (LOA) shall be issued to “L-I bidder and to the bidder who matches L-I price for allocating various location in Delhi under Group –I and Group II as in clause 1.1”, selected as per the provisions of above clauses.

6.3.7. Each Successful Bidder shall unconditionally accept the LOA, and record on one (1) copy of the LOA, “Accepted Unconditionally”, under the signature of the authorized signatory of the Successful Bidder and return such copy to the IPGCL and shall sign a Contract Agreement as per Annexure-11 within Fifteen (15) days of issue of LOA.

6.3.8. If the Successful Bidder, to whom the Letter of Allocation has been issued does not fulfil any of the conditions specified in Bid document, the IPGCL reserves the right to annul/cancel the award of the Letter of Allocation of such Successful Bidder.

6.3.9. The IPGCL at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion

6.3.10. There shall be no negotiation on the quoted Levellized Tariff between the IPGCL and the L-1Bidd er, during the process of evaluation.

6.4. **INCREASE/DECREASE OF BIDDER ALLOCATED CAPACITY**

6.4.1. IPGCL reserves the right to increase/decrease the Bidder Allocated Capacity by up to twenty five percent (25%) at the sole discretion of IPGCL.

6.4.2. In case capacity is enhanced by IPGCL as per Clause 6.4.1 above, Successful bidder shall submit the equivalent amount of PBG to IPGCL within 30 days from the date of issue of allocation letter.

6.6. **NOTIFICATION TO SUCCESSFUL BIDDERS**

6.6.1. The name of Successful Bidders and the offered price shall be notified on IPGCL website and also shall be notified individually.

6.7. **PROJECT ALLOCATION AND SANCTION**

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

6.7.2 The Successful Bidders selected as described in Clause 6.3 above shall be issued Letter of Allocation (LOA) indicating the Group & Levellized Tariff etc.

6.7.3 The bidders who have been notified as Successful Bidders, shall be given 3 months from the date of issue of Letter of Allocation for identification of rooftop tops and submission of Project sanction documents as per Annexure -C for their allocated capacity. Further, Successful Bidders can start submitting their Project sanction documents as soon as they receive LOA from IPGCL. Project sanction documents shall be submitted to IPGCL with minimum Project size pertaining to one complete location and up to their allocated capacity. If after 3 months, the successful bidder could not identify rooftop(s) capacity up to the allocated capacity and submit Project sanction documents, IPGCL may allow another 3 more months provided the successful bidder could submit Project sanction documents of at least 50% of the allocated capacity in first three months and also intimates IPGCL their intent to identify the remaining capacity in the next 3 months. If the successful bidders fail to identify the projects for allocated capacity in full or part, within the time limit, in such case PBG shall be forfeited. The successful bidder shall enter into Power purchase agreement (PPA) with rooftop owner as per Draft PPA (Section VI) within 30 days of issue of sanction letter.

6.7.3.1. If after 3 months, the successful bidder could not identify rooftop(s) capacity up to the allocated capacity and submit Project sanction documents, in such case PBG for unidentified allocated capacity shall be forfeited and the allocated capacity gets cancelled and bidder including its affiliates/GROUP COMPANIES/ Parent / Ultimate parent company may be debarred to participate in IPGCL’s future tenders for a period as decided by the competent authority of IPGCL.

6.7.3.2. Successful bidders shall share the time and date stamping photographs of the roofs and location details with IPGCL before entering into any legal agreement with the Owner.

6.7.4 If there is some left out quantity after six months (from the date of issue of LOA, this will be offered to other Successful Bidders starting with L1 and then going to L2 and so on, leaving out the ones who has not completed his assigned job. Part Project capacities may also be given. For the new bidders also, a time period of 3 months will be allowed for identification of projects. If any remaining capacities are not accepted by any of the other Successful Bidders in that location the left out capacities may be offered to unsuccessful bidders in merit order of the rate quoted by them subjected to matching the price offered by the Successful Bidders. Even after this, if any capacity remains unallocated, IPGCL at its own discretion will decide further course of action.

6.7.5 For identification of projects, IPGCL or state nodal agency (EE&REM) may provide help. However the entire responsibility of finding the buildings lies with the Bidder.

6.7.6 Onus of identifying the buildings/rooftops and completing the other documentation like finalizing the Project report and entering into agreements with
the buildings/rooftops owners lies with the Successful Bidder within the above mentioned time frame for the roof tops for which bidder has quoted.

6.7.7 After the Project Sanctioned Documents have been submitted by the Successful Bidder/ Project Developer and accepted by IPGCL", IPGCL will issue the Sanction Letter(s) for the Project(s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 6 months from the date of issue of Sanction Letter.

6.7.8 If the Bidder fails to commission the sanctioned project within specified time, penalty on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months, the project will get cancelled and the total PGB amount would be forfeited.

6.8 **SUBSIDY DISBURSEMENT**:

6.8.1 The total project cost, on which subsidy shall be given, will be considered as Rs.9Crores/MWp and shall remain firm under all circumstances.

6.8.2 EE&REM will provide 30% i.e. 2.7 Crore per MWp as subsidy. The cost quoted by the bidder in the Price Bid shall be considered as the Project Cost for this purpose, which shall remain firm under all circumstances. The subsidy will be disbursed as follows.

a) Subsidy equivalent to 20% of the Project Cost will be released after Commissioning and acceptance of project by EE&REM centre on recommendation of IPGCL.

b) Subsidy equivalent to 5% of the Project Cost will be released at the end of 1 year of O&M period from date of commissioning by EE&REM centre on recommendation of IPGCL

c) Remaining Subsidy equivalent to 5% of the Project Cost will be released at the end of 2 years of O&M period from date of commissioning by EE&REM centre on recommendation of IPGCL.

6.8.3 EE&REM may consider to release as case to case basis depending on the actions taken by the Successful Bidder and the progress achieved in the process, the subsidy amount indicated at above Clause 6.8.2 (a) & (b) above in case Grid connectivity of the Project has not been done although the Project is otherwise ready for the commissioning. However, the last 90lacs/MWp of subsidy as indicated in Clause 6.8.2 (b) &(c) above shall not be released till the project is connected with the Grid.

7. **OTHER CONDITIONS**

7.1. Bidder or owner of the building has to obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity. IPGCL shall not have any responsibility in this regard.
7.2. Bid bond and Processing fee submission:

Bid bond shall be submitted separately, for the offered capacity in a separate envelop (along with Processing fee).

7.7. TAX EXEMPTIONS:

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

7.4. Eligibility of standalone system:

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

7.5. Requirement of approvals on makes of the Components:

7.5.1. The modules should be manufactured in India only. Rest of the components can be procured from any source. However these items should meet the Technical specification and standards mentioned in RFS.

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

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

7.7. Taxes and duties shall be paid extra by the bidder as applicable on the IPGCL service charges and the bid processing fee.

8. PENALTY FOR DELAY IN PROJECT IMPLEMENTATION:

8.2. If the bidder fails to commission the sanctioned project within specified time, penalty on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months the project will get cancelled and the total PBG amount would be forfeited.

Ex: If a project of 5000 KW is delayed by 36 days then the penalty will be levied as given below.

Penalty = ((Performance Security)/180 days)*delayed days = 15, 00,000
/180)*36= Rs.3, 00, 000.
9. **TIME OF COMPLETION OF SANCTIONED CAPACITY**

9.1 IPGCL will issue the sanction letter(s) for the Project (s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of sanctioned project(s) within **6 months** from the date of issue of sanction letter(s). In case of delay beyond scheduled commissioning period, the bidder shall be liable for penalty as per Clause 8.

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

9.1.2. A joint programme of execution of the Work will be prepared by the Engineer-in-Charge or its representative nominated for the purpose and Successful bidders based on priority requirement of this project. This programme will take into account the time of completion mentioned in clause 9.1 above and the time allowed for the priority Works by the Engineer-in-Charge.

9.1.3. Monthly/Weekly implementation programme will be drawn up by the Engineer-in-Charge jointly with the Successful bidder, based on availability of Work fronts as per Clause 9.1.2 above. Successful bidder shall scrupulously adhere to these targets/programmes by deploying adequate personnel, tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the Weekly and monthly programmes and the degree of achievements, the decision of the Engineer-in-Charge will be final and binding.

10. IPGCL will issue the sanction letter(s) for the Project (s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within **6 months** from the date of issue of sanction letter. In case of delay beyond scheduled commissioning period, the bidder shall be liable for penalty as per Clause 2.11

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<th>S.No.</th>
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<tbody>
<tr>
<td>1</td>
<td>Release of RFS</td>
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</tr>
<tr>
<td>2</td>
<td>Opening of Techno-Commercial bid proposals</td>
<td>One Month from Zero date</td>
</tr>
<tr>
<td>3</td>
<td>Evaluation of Bids &amp; issue of Notification to successful bidder(s)</td>
<td>Within 2 Months from Zero date</td>
</tr>
<tr>
<td>4</td>
<td>Sanction of projects</td>
<td>Within 5 Months from zero date</td>
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</tbody>
</table>
11. INSPECTION AND AUDIT

11.1. The Successful bidder shall permit the IPGCL to inspect the Successful bidder’s site, accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the IPGCL, if so required by the IPGCL any time during initial two years.

12. COMMISSIONING /COMPLETION CERTIFICATE:

12.1. Application for completion/commissioning certificate:

When the Successful bidder fulfils his obligation under the Contract, he shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall normally issue to the Successful bidder the Completion Certificate within one month after receiving any application from the Successful bidder after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract documents. The Successful bidder, after obtaining the Completion Certificate, is eligible to avail the subsidy as per the Clause 6.8.

12.1.1. DOCUMENT SUBMISSION FOR ISSUE OF COMMISSIONING/ COMPLETION CERTIFICATE:

For the purpose of Clause 12.1 above the following documents will be deemed to form the completion documents:

a. Checklist for inspection of Roof top SPV power plants as per IPGCL format
b. Project completion report from successful bidder as per IPGCL format
c. Project completion/satisfaction certificate from roof top owners/project developers.

12.1.2. FINAL DECISION AND FINAL CERTIFICATE:

12.1.2.1. Upon completion of 2 years of O&M and subject to the Engineer-in-Charge being satisfied, the Engineer-in-Charge shall (without prejudice to the rights of the IPGCL to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Successful bidder shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner of Roof/IPGCL.

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<tr>
<th></th>
<th>Commissioning of the project</th>
<th>Within 6 months from Sanction Of Project(s).</th>
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12.2. **DEDUCTIONS FROM THE CONTRACT PRICE:**

12.2.1. All costs, damages or expenses which IPGCL may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/will be liable, will be claimed by the IPGCL. All such claims shall be billed by the IPGCL to the Contractor within 15 (fifteen) days of the receipt of the payment request and if not paid by the Successful bidder within the said period, the IPGCL may, then, deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy the IPGCL of such claims.

12.3. **CORRUPT OR FRAUDULENT PRACTICES**

The IPGCL requires that Successful Bidders/Contractors should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, the IPGCL:

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

12.3.2. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and

12.3.3. “fraudulent practice” means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of the IPGCL/Govt scheme, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the IPGCL of the benefits of free and open competition;

12.3.4. will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government/IPGCL schemes.

13. **DEBARRERED FROM PARTICIPATING IN IPGCL’S ROOF TOP TENDER**

13.1. IPGCL 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 RFS, such Bidders may be debarred from participating in IPGCL’s any future tender for a period as decided by the competent authority of IPGCL.
SECTION-III

TECHNICAL SPECIFICATIONS

The proposed projects should be commissioned as per the technical specifications given below. Any shortcomings will lead to cancelation of subsidy in full or part as decided by IPGCL & Competent Authority’s decision will be final and binding on the bidder.

DEFINITION

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables and switches. PV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs /Inverters, protection, safety modules, metering arrangements as per DERC regulations etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

Solar PV system shall consist of following equipments/components.

- Solar PV modules consisting of required number of crystalline PV modules.
- Grid interactive Power Conditioning Unit with Remote Monitoring System
- Mounting structures
- Junction Boxes.
- Earthing and lightening protections.
- Protection system, arrangement of meters
- IR/UV protected PVC Cables, pipes and accessories
- Fire Protection
- Data Acquisition system
- Integration of SolarPV power with grid

14.1. SOLAR PHOTO VOLTAIC MODULES:

14.1.1. The PV modules used should be made in India.

14.1.2. The PV module must conform to the latest edition of any of the following IEC/equivalent BIS standards for PV module design qualification & type approval: Crystalline Silicon Terrestrial PV modules IEC 61215/ISI14286, thin film terrestrial PV modules IEC 61646/Equivalent is (Under Dev.), Concentrator PV Modules & Assemblies IEC 62108.. In addition, the modules must conform to IEC 61730 Part-1- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
(a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.

(b) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 180 Wp and above wattage. Module capacity less than minimum 180 watts should not be accepted.

c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.

d) PV modules must be tested and approved by one of the IEC authorized test centers.

e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.

f) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. IPGCL/owners shall allow only minor changes at the time of execution.

g) Other general requirement for the PV modules and sub-systems shall be the Following:

I. The rated output power of any supplied module shall have tolerance of +/- 3%.

II. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.

III. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.

IV. I-V curves at STC should be provided by bidder.

14.1.3. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules (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 (separately for solar cells and module)

e) I-V curve for the module Wattage, Im, Vm 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

14.1.4. Warranties:

a) **Material Warranty**:  
   i. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")  
   ii. Defects and/or failures due to manufacturing  
   iii. Defects and/or failures due to quality of materials  
   iv. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owner’s sole option.

b) **Performance Warranty**:  
The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25 year period and not more than 10% after 12 years period of the full rated original output.

15. **ARRAY STRUCTURE**

a) Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements without compromising the maximum isolation at the site.

b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (like Delhi-wind speed of 150 KM/ hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to IPGCL. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.

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

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

e) 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.
f) Regarding civil structures the bidder need to take care of the load baring capacity of the roof and need arrange suitable structures based on the quality of roof.

g) The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².

16. **JUNCTION BOXES (JBs)**

a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JBs shall be such that input & output termination can be made through suitable cable glands.

b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single compression cable glands. Provision of earthing. It should be placed at 5 feet height or above for ease of accessibility.

c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / surge arrestors, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.

d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.

17. **DC DISTRIBUTION BOARD:**

a) DC Distribution panel to receive the DC output from the array field.

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

18. **AC DISTRIBUTION PANEL BOARD:**

a) AC Distribution Panel Board (DPB) shall control the AC power from PCU/inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.

b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.

c) The change over switches, cabling work should be undertaken by the bidder as part of the project.

d) All the Panel’s shall be metal clad, totally enclosed, rigid, floor mounted, air -
insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz

e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.

f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.

g) Should conform to Indian Electricity Act and rules (till last amendment).

h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions:

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<tr>
<th>Variation in supply voltage</th>
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<tr>
<td>Variation in supply frequency</td>
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19. **PCU/ARRAY SIZE RATIO:**

a) The combined wattage of all inverters should not be less than rated capacity of power plant under STC.

b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

20. **PCU / Inverter:**

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

- Switching devices : IGBT/MOSFET
- Control : Microprocessor /DSP
- Nominal AC output voltage and frequency : 415V, 3 Phase, 50 Hz
- 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.
- Grid Frequency Tolerance range: +3 or more
- Grid Voltage tolerance: -20% & +15%
- No-load losses: Less than 1% of rated power
- Inverter efficiency (minimum): >93% (In case of 5kW or above)
- Inverter efficiency (minimum): >90% (In case of less than 5 kW)
- THD: <3%
- PF: >0.9

a) Three phase PCU/ inverter shall be used with each power plant system (5kW or above) but In case of less than 5kW single phase inverter can be used.
b) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
c) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
d) Built-in meter and data logger to monitor plant performance through external computer shall be provided.
e) 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.
f) The charge controller/ MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/ Equivalent BIS Std. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
g) 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.

21. **INTEGRATION OF PV POWER WITH GRID:**

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

22. **DATA ACQUISITION SYSTEM / PLANT MONITORING**
   i. Data Acquisition System shall be provided for each of the solar PV plant.
   ii. Data Logging Provision for plant control and monitoring, time and date
stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.

iii. Solar Irradiance: An integrating Pyranometer (Class II or better, along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.

iv. Temperature: Temperature probes for recording the Solar panel temperature and ambient temperature to be provided complete with readouts integrated with the data logging system.

v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
   a. AC Voltage.
   b. AC Output current.
   c. Output Power
   d. Power factor.
   e. DC Input Voltage.
   f. DC Input Current.
   g. Time Active.
   h. Time disabled.
   i. Time Idle.
   j. Power produced
   k. Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage.

vi. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.

vii. PV array energy production: Digital Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class.

viii. Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.

ix. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.

x. The time interval between two sets of data shall not be more than 10 minutes. (A min. of 6 samples of data shall be recorded per hour).

xi. Data Acquisition System shall have real time clock, internal reliable battery backup (2 hours) and data storage capacity to record data round the clock for a period of min. 1 year.
xii. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.

xiii. 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.

xiv. All instantaneous data shall be shown on the computer screen.

xv. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.

xvi. Provision for Internet monitoring and download of data shall be also incorporated.

xvii. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and environment monitoring system.

xviii. Solar Radiation and Environment Monitoring System

xix. Computerized solar radiation and environment monitoring system shall be installed on one of the buildings along with the solar PV power plant.

xx. The system shall consist of various sensors, signal conditioning, data acquisition, LCD display and remote monitoring.

xxi. Global and diffuse beam solar radiation in the plane of array (POA) shall be monitored on continuous basis.

xxii. Ambient temperature and relative humidity near PV array, control room temperature, at the level of array plane shall be monitored on continuous basis.

xxiii. Solar PV module back surface temperature shall be also monitored on continuous basis.

xxiv. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.

xxv. Solar radiation and environment monitoring system shall have real time clock, internal reliable battery backup and data storage capacity to record data round the clock for a period of min. 1 year.

xxvi. The data shall be recorded in a common work sheet chronologically date wise. The data file should be MS Excel compatible. The data shall be represented in both tabular and graphical form.

xxvii. All instantaneous data shall be shown on the computer screen.
xxviii. Historical data shall be available for USB download and analysis.

xxix. Provision for Internet monitoring and download of data shall be incorporated.

xxx. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner/IPGCL location with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and operation and maintenance/control to be ensured by the supplier. Provision for interfacing these data on IPGCL server and portal in future.

23. METERING:

a) The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy as per provisions of DERC regulations.

b) The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to IPGCL before commissioning of SPV plant.

c) Reverse power relay shall be provided by bidder (if necessary), as per the local DISCOM requirement.

24. POWER CONSUMPTION:
Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Finalization of tariff is not under the purview of IPGCL or MNRE. Decisions of appropriate authority like DISCOM, state regulator may be followed.

25. PROTECTIONS
The system should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

25.1 LIGHTNING PROTECTION
The SPV power plants shall be provided with lightning &overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOV) and suitable earthing such that induced transients find an alternate route to earth.

25.2. SURGE PROTECTION

Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and –ve terminals to earth (via ‘Y’ arrangement)
25.3. **EARTHING PROTECTION**
   
a) Each array structure of the PV yard should be grounded/earthed properly as per IS:3043-1987. In addition the lighting arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/IPGCL as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.

b) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

25.4. **GRID ISLANDING:**
   
a) In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “islands.” Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.

b) A manual disconnect 4pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

26. **CABLES**

Cables of appropriate size to be used in the system shall have the following characteristics:

   i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
   
   ii. Temp. Range: −10°C to +80°C.
   
   iii. Voltage rating 660/1000V
   
   iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
   
   v. Flexible Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
   
   vii. 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.
viii. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25 years.

ix. The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant provided by the bidder. Any change in cabling sizes if desired by the bidder/approved after citing appropriate reasons. All cable schedules/layout drawings approved prior to installation.

x. Multi Strand, Annealed high conductivity copper 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.

xi. The size of each type of DC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 1%.

xii. 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%.

27. CONNECTIVITY
The connectivity will be as per Delhi Grid Code and DERc regulations. DISCOMS may be consulted before finalization of the voltage level and specification be made accordingly.

28. TOOLS & TACKLES AND SPARES:

a) After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the bidder for maintenance purpose. List of tools and tackles to be supplied by the bidder for approval of specifications and make from IPGCL/ owner.

b) A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules be indicated, which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished

29. DANGER BOARDS AND SIGNAGES:
Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signages shall be provided one each at battery –cum- control room, solar array area and main entry from administrative block. Text of the signages may be finalized in consultation with IPGCL/ owner.

30. FIRE EXTINGUISHERS:
The fire fighting system for the proposed power plant for fire protection shall be consisting of:

a) Portable fire extinguishers in the control room for fire caused by electrical short circuits
b) Sand buckets in the control room
c) The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

31. DRAWINGS & MANUALS:

a) Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.

b) Approved ISI and reputed makes for equipment be used.

c) For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to IPGCL/owners before progressing with the installation work.

32. PLANNING AND DESIGNING:

a) The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labor. The bidder should submit the array layout drawings along with Shadow Analysis Report to IPGCL/Owner for approval.

b) IPGCL reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.

c) The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidder submit three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

33. DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT

The Contractor shall furnish the following drawings Award/Intent and obtain approval.

a) General arrangement and dimensioned layout
b) Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution
Boards, meters etc.

c) Structural drawing along with foundation details for the structure.

d) Itemized bill of material for complete SV plant covering all the components and associated accessories.

e) Layout of solar Power Array g) Shadow analysis of the roof

34. SOLAR PV SYSTEM ON THE ROOFTOP FOR MEETING THE ANNUAL ENERGY REQUIREMENT

The Solar PV system on the rooftop of the selected buildings will be installed for meeting up to 90% of the annual energy requirements depending upon the area of rooftop available and the remaining energy requirement of the office buildings will be met by drawing power from grid at commercial tariff of DISCOMs

35. SAFETY MEASURES:

The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc
SECTION-IV

PRICE BID

(To be submitted in a separate envelope).
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<th>Year of Operation w.e.f. date of commercial operation to 31st March of immediately succeeding financial year</th>
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Date: ………………

Signature:……………………

Place: ……………….  Printed Name:……………………

Business Address:

Designation:……………………
(Company Seal):……………………

Yours faithfully
SECTION -V

FORMATS FOR SUBMITTING RFS
Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Ref.No. __________________________
Date: __________

From: _______________(Insert name and address of Bidding Company)

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Tel. No.____________________ Fax No. ______________________

E-mail address __________________________________________

To
AGM (C & M)
Indraprastha Power Generation Co. Ltd.
(A Govt. of Delhi Undertaking)
330 MW Combined Cycle Pragati Power Station Campus,
I.P. Estate,
New Delhi – 110 002

Sub: Bid for “Implementation of Grid connected Roof Top Solar PV System Scheme in Selected Roof Tops in Delhi (Phase-I)”

Dear Sir,

We, the undersigned....[insert name of the ‘Bidder’] having read, examined and understood in detail the RFS Document for Implementation of Grid connected Roof Top Solar PV System Scheme in tentative Locations /Roof tops as per Group I or Group II as per Clause-1.1 hereby submit our Bid comprising of Price Bid and Techno Commercial Bid. We confirm that neither we nor any of our Parent Company / Affiliate/Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFS.
We give our unconditional acceptance to the RFS, dated………………and RFS Documents attached thereto, issued by Indraprashtha Power Generation Company Limited, as amended. As a token of our acceptance to the RFS Documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFS Documents as per the provisions of the RFS and provisions of such RFS Documents shall be binding on us.

1. **Bid Capacity**

We have bid for 1 MW capacities for various Locations in Delhi.

2. **Preferred Choice of Group:**

3. **Bid Bond**

We have enclosed a Bid Bond of Rs.........(Insert Amount), in the form of bank guarantee no...........(Insert number of the bank guarantee) dated..........[Insert date of bank guarantee] as per Format .....from .............(Insert name of bank providing Bid Bond) and valid up to ..........in terms of Clause …….of this RFS. The offered quantum of power by us is………kWp in the Bid. (Insert total capacity offered).

4. We have submitted our Price Bid strictly as per Section IV of this RFS, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

5. In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the affect that neither we have availed nor we shall avail in future any subsidy other than received from IPGCL for implementation of the project.

6. **Acceptance**

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

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

7. **Familiarity with Relevant Indian Laws & Regulations**

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

Details of the contact person are furnished as under:

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Company</th>
<th>Address</th>
<th>Phone Nos.</th>
</tr>
</thead>
</table>

Fax Nos. : ............................................................

E-mail address : ............................................................

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

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFS and subsequent communications from IPGCL. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFS and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 12 month from the Bid deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the________ day of________, 2015.

Thanking you,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution as per Clause.............is issued.
## GENERAL PARTICULARS OF THE BIDDER

<table>
<thead>
<tr>
<th>Name of the Company</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Office Address</td>
<td></td>
</tr>
<tr>
<td>Telephone, Telex, Fax No</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td>Web site</td>
<td></td>
</tr>
<tr>
<td>Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made</td>
<td></td>
</tr>
<tr>
<td>Year of Incorporation</td>
<td></td>
</tr>
<tr>
<td>Have the bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.</td>
<td></td>
</tr>
<tr>
<td>Reference of any document information attached by the Bidder other than specified in the RFS.</td>
<td></td>
</tr>
<tr>
<td>Whether the Bidder wishes to form a Project Company for execution of work</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Bidding company is listed in India</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Details of the Ownership structure</td>
<td></td>
</tr>
<tr>
<td>(Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format-10</td>
<td></td>
</tr>
</tbody>
</table>

(Signature and stamp of Authorized Signatory of Bidding Company.

Name: .......................... Date: ..........................  
Place: ..........................
FORMAT FOR BID BOND

(To be submitted separately.)

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

Ref._ Bank Guarantee No.

Date:_

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as ‘Bidder’) submitting the response to RfS inter alia for selection of the Project of the capacity of ........... MW [Insert Capacity of Plant] in response to the RfS Issued_________ dated by Indraprashta Power Generation Company Limited

(hereinafter referred to as IPGCL) and IPGCL considering such response to the RfS of ...........[insert the name of the Bidder] as per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to IPGCL at [Insert Name of the Place from the address of IPGCL] forthwith on demand in writing from IPGCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount not less than that derived on the basis of Rs. 30 Lakhs per MW of cumulative capacity proposed in Group ] only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with Clause 3.14 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs._ (Rs. only). Our Guarantee shall remain in force until

[insert date of validity in accordance with Clause 3.14 of this RfS]. IPGCL shall be entitled to invoke this Guarantee till ____[Insert date which is 30 days after the date in the preceding sentence].
The Guarantor Bank hereby agrees and acknowledges that the IPGCL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The guarantor bank acknowledged that this Bank Guarantee may be assigned by the IPGCL, in whole or in part (whether absolutely or by way of security) to the successor entity (ies) coming into being as a result of any merger or amalgamation or scheme of arrangement or similar re-organization of the IPGCL.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. __________(Rs. __________ only) and it shall remain in force until __________ [Date to be inserted on the basis of Clause 3.14 of this RIS] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if IPGCL 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
FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer’) submitting the response to RfS inter alia for selection of the Project of the capacity of--------- MW, under Roof Top Phase —I in response to the RfS dated---------- issued by Indraprashtha Power generation company limited (hereinafter referred to as IPGCL) (hereinafter called the said “Company” which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) and IPGCL considering such response to the RfS of -------[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of allocation No ------ to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD or a Project Company, M/s ------------ [a Special Purpose Vehicle (SPV) formed for this purpose], if applicable ]. As per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to IPGCL at [Insert Name of the Place from the address of the IPGCL] forthwith on demand in writing from IPGCL or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees---- -- [Total Value] only, on behalf of M/s____________ [Insert name of the selected Solar Power Developer / Project Company]

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

65
Our liability under this Guarantee is restricted to Rs. (Rs. only). i) Nos ----- dated ----, Value ------; ii) Nos----- dated -----, Value ----).

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

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

The guarantor bank acknowledged that this Bank Guarantee may be assigned by the IPGCL, in whole or in part (whether absolutely or by way of security) to the successor entity (ies) coming into being as a result of any merger or amalgamation or scheme of arrangement or similar re-organization of the IPGCL.

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

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

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

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

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.
This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly IPGCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company, to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by IPGCL or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. __________ (Rs. ______________ only) and it shall remain in force until ______________. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if IPGCL 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:
1. __________________________

Signature
Name and Address

2. __________________________

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

2. The Performance Bank Guarantee(PBG) shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-B
# CHECK LIST FOR BANK GUARANTEES

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

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

(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory’s authority.

Know all men by these presents, We .................................................................
(name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. ........................................... (name & residential address) who is presently employed with us and holding the position of ................................................................. as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of grid connected Rooftop solar PV scheme in selected locations in Delhi in response to the RFS No ............................................ dated .............. issued by Indraprastha Power Generation Company Limited (IPGCL), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the IPGCL may require us to submit. The aforesaid Attorney is further authorized for making representations to the Indraprasrtha Power Generation Company Limited, New Delhi and providing information / responses to IPGCL, New Delhi representing us in all matters before IPGCL, New Delhi and generally dealing with IPGCL, New Delhi in all matters in connection without Bid till the completion of the bidding process as per the terms of the above mentioned RFS.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFS.
Signed by the within named


(Insert the name of the executant company)

through the hand of

Mr. ........................................................

duly authorized by the Board 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

1.  .................................................................
   (Signature)   Name..................................................  Designation
   .................................................................

2.  .................................................................
   (Signature)   Name..................................................  Designation
   .................................................................

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

71
FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT (AS PER CLAUSE 3.4)
(To be submitted on the letterhead of Bidding Company)

To
AGM (C & M)
Indraprastha Power Generation Co. Ltd.
(A Govt. of Delhi Undertaking)
330 MW Combined Cycle Pragati Power Station Campus,
I.P. Estate,
New Delhi – 110 002

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System scheme in selected Locations In Delhi (Phase-I) in response to the RFS No: IPGCL dated: -----  

We submit our Bid for a capacity of 1 (One) MW; for which we submit details of our Financial Eligibility Criteria Requirements.

We certify that the Financially Evaluated Entity (ies) had an Annual Turnover as follows:

i. If the bidding company is more than one year old than they should have Annual turnover of Rupees 5.0 Crore per MW in any one of the last 3 financial years subject to the minimum annual turnover in the preceding financial year of Rupees 3.0 Crore / MW.

ii. If the bidding company is one year old than they should have Annual turnover of Rupees 5.0 Crore per MW.

or

Net worth (strike out whichever is not applicable) of Rs........ Crore computed as per instructions provided in Clause 3.4.3 of this RFS based on unconsolidated audited annual accounts (refer Note-1 below) any of the last 3 Years immediately preceding the Bid Deadline.

<table>
<thead>
<tr>
<th>Name of Financially Evaluated Entity*</th>
<th>Relationship with Bidding Company**</th>
<th>Financial year</th>
<th>Year of Incorporation</th>
<th>Annual Turnover (Rs. Crore)</th>
<th>Net worth as per Clause 3.4.3 (in Rs. Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
* The Financially Evaluated Entity may be the Bidding Company itself.

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

Yours faithfully

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

Name: ..................................  Date: ..................................  Place: ..................................

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

Name: ..................................  Date: ..................................  Place: ..................................

Notes:

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

To,

..............................

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System Scheme in selected Locations in Delhi(Phase-I).

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

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

<table>
<thead>
<tr>
<th>Name of Bidding Company</th>
<th>Name of the Affiliate of the Bidding Company</th>
<th>Name of the Company having common control on the Affiliate and the Bidding Company</th>
<th>Percentage of Equity Holding of Parent Company in the Bidding Company</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

*Strike out whichever is not applicable.

.............

(Insert Name and Signature of Statutory Auditor or practising Company Secretary of the Bidder)
Undertaking from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company

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

Name:

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

To,

.......... 

Dear Sir,

We refer to the RFS No...........dated.........for “Implementation of Grid connected Roof Top Solar PV System Scheme in selected locations of Delhi

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

We confirm that M/s................(Insert name of Bidding Company/) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in Clause....of the RFS referred to above.
We have also noted the amount of the Performance Guarantee required to be submitted as per Clause…of the RFS the ...........................(Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder”.

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

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

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

Signature of Chief Executive Officer/Managing Director

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..........................
<table>
<thead>
<tr>
<th>Name of the Equity holder</th>
<th>Type and Number of shares owned</th>
<th>% of equity holding</th>
<th>Extent of Voting Control</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Authorized Signatory)

With Seal
AGREEMENT

An Agreement made this ........ day. ........Between M/s..................hereinafter called the contractor (which term shall unless excluded by or repugnant) to the subject or context include its successors and permitted assigners on the one part and the Indraprastha Power Generation Company Limited having its office at Rajghat Power House, New Delhi-110002 (India) herein after called the Executing Agency of EE&REM Centre (which terms shall unless by or repugnant) to the subject context or contact include its successor and assignees on the other part.

1. Whereas the owner is desirous of getting ........(name of work)........ of IPGCL, New Delhi enumerated or referred to in the Tender No: ............... along with the general & special terms & conditions, tendering & in the letter of contract No: ......Dated:...... by the con tractor. The contract will come into force w.e.f ........... to start the work.

2. The contractor has inspected the......... (Equipment)........& the work specified in the tender document and has satisfied himself by careful examination before submitting his tender as to nature of work and conditions, the quotations, nature and magnitude of the work, the availability of labour and material necessary for the execution of work and has considered the nature and extent of all payable and possible situations delays, hindrances or interferences to or with the execution and completion of the work to be carried out under this contract and has examined and considered all other matters, things , and all probable and possible contingencies and generally all matters incidental thereto and ancillary there of effecting the executions and completion of the work and which might have influenced him in making this tender.

3. And whereas the contractor has accepted the offer for... from IPGCL, New Delhi on the rates and condition of the contract no. ................. Dated........ and terms and conditions contained in the contract document which will form part of the contact. Now this agreement witnesses and it is here by agreed and declared as follows:
In consideration of payment to the contractor for the work to be executed by him the contractor hereby abides with the company that the contactor shall will duly provide, execute, complete the said work and shall do and perform all acts, deeds and things as contained in the Tender No: ................. dated:........ and also correspondence exchanged which form part of this contract.

In consideration of the due provision, execution and completion of said work, the IPGCL does hereby agree with the contractor that IPGCL will pay to the contractor the respective amount, for the work done by him, and such other sums as may become liable to the contractor under the provision of the contract, such payment to be made at such time and in such manner as provided for in the contract.

In witness where of the parties have executed the present assignment on the date and date first above written.

Signed and delivered for on behalf of M/s....................... 

For and on behalf of IPGCL. Signed By M/s.....................

WITNESS WITNESS
1. 1.

2. 2.
**Installation Report**  
*(To be verified by Commissioning Committee)*

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Capacity of the Plant (MW)</td>
</tr>
<tr>
<td></td>
<td>Capacity already commissioned (MW)</td>
</tr>
<tr>
<td></td>
<td>Capacity proposed to be commissioned (MW)</td>
</tr>
<tr>
<td>I.</td>
<td>Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)</td>
</tr>
<tr>
<td>II.</td>
<td>Rating of the each module (Wp)</td>
</tr>
<tr>
<td>III.</td>
<td>Angle from horizontal at which array is installed</td>
</tr>
<tr>
<td>IV.</td>
<td>Number of modules installed of each type</td>
</tr>
<tr>
<td>V.</td>
<td>Source(s) of the cells installed of each type</td>
</tr>
<tr>
<td>VI.</td>
<td>Source(s) of the Modules installed of each type</td>
</tr>
<tr>
<td>VII.</td>
<td>Number of PCUs / Inverters installed</td>
</tr>
<tr>
<td>VIII.</td>
<td>Source of the PCUs / Inverters (Name of supplier with address)</td>
</tr>
<tr>
<td>IX.</td>
<td>Rating of PCUs / Inverters</td>
</tr>
<tr>
<td>X.</td>
<td>Date of installation of Full capacity of PV arrays, PCUs, Transformers</td>
</tr>
</tbody>
</table>
### Status – Installation Report

*(To be provided by SPD and to be submitted at least 10 days prior to commissioning date)*

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Capacity of the Plant (MW)</td>
</tr>
<tr>
<td></td>
<td>Capacity already commissioned (MW)</td>
</tr>
<tr>
<td></td>
<td>Capacity proposed to be commissioned (MW)</td>
</tr>
<tr>
<td>I.</td>
<td>Technology used (Mono/Multi Crystalline / thin film / Others; please specify along with capacity of each type)</td>
</tr>
<tr>
<td>II.</td>
<td>Rating of the each module (Wp)</td>
</tr>
<tr>
<td>III.</td>
<td>Angle from horizontal at which array is installed</td>
</tr>
<tr>
<td>IV.</td>
<td>Number of modules installed of each type</td>
</tr>
<tr>
<td>V.</td>
<td>Source(s) of the cells installed of each type</td>
</tr>
<tr>
<td>VI.</td>
<td>Source(s) of the Modules installed of each type</td>
</tr>
<tr>
<td>VII.</td>
<td>Number of PCUs / Inverters installed</td>
</tr>
<tr>
<td>VIII.</td>
<td>Source of the PCUs / Inverters (Name of supplier with address)</td>
</tr>
<tr>
<td>IX.</td>
<td>Rating of PCUs / Inverters</td>
</tr>
<tr>
<td>X.</td>
<td>Status of completion of work as on date</td>
</tr>
<tr>
<td></td>
<td>(i) Capacity of PV array, (ii) PCUs (iii) Transformer</td>
</tr>
<tr>
<td></td>
<td>Likely date of completion of the above activities</td>
</tr>
<tr>
<td></td>
<td>% Installation</td>
</tr>
<tr>
<td></td>
<td>% Installation</td>
</tr>
<tr>
<td></td>
<td>% Installation</td>
</tr>
</tbody>
</table>
# Monthly progress report for Roof Top Solar PV Project

(Progress report required to be submitted on the letter head of company)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Milestone</th>
<th>Status</th>
<th>Expected Date</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Documentation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Project Report</td>
<td>Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Agreement between the bidder and the beneficiary of the Project/Building (Notarized original agreement copy should be enclosed)</td>
<td>Submitted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>No Objection Certificate from the concerned DISCOM for grid connectivity.</td>
<td>(Submitted / Not submitted)</td>
<td>DD/MM/YY (Expected date for submission of NOC)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Detailed Engineering</td>
<td>(completed / Not completed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>% of Material delivered at Project Site (Not started / 30% / 50% / 100%)</td>
<td>If No, Expected date:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Solar PV modules</td>
<td>(Yes / No)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Inverter</td>
<td>(Yes / No)</td>
<td>If No, Expected date:</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Balance of System (specify if any component not received at site)</td>
<td>(Yes / No)</td>
<td>If No, Expected date:</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Installation: % of work completion (Not started / 30% / 50% / 100%)</td>
<td>Balance % of work expected to be completed by (dd/mm/yy)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Civil / structure installation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>PV module installation</td>
<td>Balance % of work expected to be completed by (dd/mm/yy)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Balance of System installation</td>
<td>Balance % of work expected to be completed by (dd/mm/yy)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Installation of data monitoring system</td>
<td>Balance % of work expected to be completed by (dd/mm/yy)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sr. No</td>
<td>Task Description</td>
<td>If No, Expected Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>------------------</td>
<td>----------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Testing of the complete system</td>
<td>:___________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Integration of PV Power with Grid</td>
<td>:___________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Submission of Checklist (As built drawings/certificates/catalogue, etc) as per Technical spec. of RFS</td>
<td>:___________</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Commissioning of complete system</td>
<td>:___________</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
1. Copy of dispatch documents should be submitted to IPGCL, if material is dispatched at site as mentioned in Sr. No. 3 above.
2. Monthly progress report to be submitted by successful bidder during the 1st week of every month.

**Sign & Stamp of Authorized Signatory**
- **Name:**
- **Designation:**
- **Contact No:**
Annexure-A

DOCUMENTS REQUIRED FOR PROJECT SANCTION

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

1. Project Report (As per TOC provided by IPGCL) (Project report should contain the following TOC)
   - Context / background / Introduction
   - Project objectives
   - Target beneficiaries
   - Project strategy / Approach of work & methodology
   - Environmental Impact Assessment, if required.
   - Site details including photographs with date & time stamping
   - Solar resource assessment
   - Technology selection (Module, Inverter and BOS)
   - Design, Simulation, BOM and layout of SPV plant
   - Grid connectivity and metering scheme
   - Means of financing and project budget
   - Financial, Economic & Risk Analysis
   - Time frame / schedule of implementation

2. Agreement between the bidder and the owner of the Project and Building/Roof top (Notarised original agreement on stamp paper of appropriate value should be enclosed).
   All Agreement shall generally have reference to the IPGCL’s RFS No. and Letter of Allocation and provisions as per terms and conditions, technical specification and performance parameter in line with the IPGCL’s RFS Document against which Letter of Allocation has been issued. In addition, it shall indicate the price / tariff payable by the roof top Owner to the developer, payment terms, completion period along with other conditions of contract like insurance, warranty, force majeure, arbitration, jurisdiction, governing law, site access for the developer, and, site access for IPGCL officials for the entire plant life, obligation of the roof top owner regarding providing of data to IPGCL as per the RFS Document etc.

3. No Objection Certificate from the concerned DISCOM for grid connectivity.
   (Not mandatory during project identification, however mandatory for project commissioning/operation.)
LIST OF NON-NATIONALISED BANKS, WHOSE ISSUED DOCUMENTS / BANK GUARANTEE ARE ACCEPTABLE TO IPGCL {OTHER THAN NATIONALISED BANKS}

<table>
<thead>
<tr>
<th></th>
<th>FOREIGN BANKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bank of America NA</td>
</tr>
<tr>
<td>2</td>
<td>Bank of Tokyo Mitsubishi UFJ Ltd.</td>
</tr>
<tr>
<td>3</td>
<td>Banque Indo Suez</td>
</tr>
<tr>
<td>4</td>
<td>Bank National De paris</td>
</tr>
<tr>
<td>5</td>
<td>Citi Bank N.A.</td>
</tr>
<tr>
<td>6</td>
<td>Deutsche Bank A.G</td>
</tr>
<tr>
<td>7</td>
<td>The Hong Kong and Shanghai Banking Corp. Ltd.</td>
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<tr>
<td>8</td>
<td>Standard Chartered Bank</td>
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<tr>
<td>9</td>
<td>Societe Generale Bank</td>
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<tr>
<td>10</td>
<td>Barclays Bank</td>
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<tr>
<td>11</td>
<td>The Royal bank of Scotland India.</td>
</tr>
<tr>
<td>12</td>
<td>Sumitomo Bank</td>
</tr>
<tr>
<td>13</td>
<td>Credit Lyonnais</td>
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<tr>
<td>14</td>
<td>Credit Suizse First boston</td>
</tr>
<tr>
<td>15</td>
<td>Svenska handles Banken SA.</td>
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<tr>
<td>16</td>
<td>Sanwa bank</td>
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<tr>
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<th>SCHEDULED PRIVATE BANKS</th>
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<tr>
<td>1</td>
<td>ICICI Bank</td>
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<tr>
<td>2</td>
<td>ING Vysya Bank Ltd.</td>
</tr>
<tr>
<td>3</td>
<td>Axis Bank Ltd.</td>
</tr>
<tr>
<td>4</td>
<td>IDBI bank</td>
</tr>
<tr>
<td>5</td>
<td>HDFC Bank Ltd.</td>
</tr>
<tr>
<td>6</td>
<td>Centurian bank of Punjab</td>
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DRAFT POWER PURCHASE AGREEMENT

BETWEEN

------------------------------------------ AND

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<td>Limitations of Liability</td>
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<td>Indemnity</td>
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<td>Miscellaneous</td>
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<td></td>
<td>SCHEDULE-I Description of the Premises</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SCHEDULE-II Fees</td>
<td></td>
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<td>SCHEDULE-III Purchase Price</td>
<td></td>
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<td></td>
<td>SCHEDULE-IV Estimated Annual Production</td>
<td></td>
</tr>
<tr>
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<td></td>
<td>SCHEDULE-VI Substitution Rights of the Lender</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SCHEDULE-VII RFS Documents and Letter of Allocation from IPGCL</td>
<td></td>
</tr>
</tbody>
</table>
POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT is made at___________ on ________, 2015

Between

[insert entity name] a company incorporated in India under the provisions of the Companies Act 1956, with its registered office at

hereinafter referred to

as the “Power Producer” (which expression shall unless repugnant to the context mean and include its successors and assigns);

AND

-----------------------------------------------------------------, India, hereinafter referred to as the “Purchaser” (which expression shall unless repugnant to the context mean and include its successors and assigns).

The Power Producer and the Purchaser are each individually referred to as a “Party” and collectively as the “Parties”. WHEREAS;

A. The Power Producer is engaged in the business of building and operating solar power plants, including grid connected rooftop power projects;

B. The Power Producer has agreed to install and operate a solar photovoltaic power plant of [●] KW capacity (the “Project”) at the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement;

C. The Power Producer has been notified as successful bidder by IPGCL for “Design, Engineering, Manufacture, Supply, Storage Civil work, Erection, Testing & Commissioning of the solar PV project including Operation and Comprehensive Maintenance (O&M) of the project for a period of 25 years after commissioning of projects after commissioning of projects” and has been awarded _____kWp of capacity in -------------- various roof tops as per Technical Specification & other details of RFS No. IPGCL/SPV/01 dated -------- of IPGCL.

D. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.
Definitions and Interpretation

1.1 Definitions

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

(a) “Actual Monthly Production” means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;

(b) “Affiliate” means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person;

(c) “Agreement” means this Power Purchase Agreement executed hereof, including the schedules,, amendments, modifications and supplements made in writing by the Parties from time to time;

(d) “Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority;

(e) “Assignment” has the meaning set forth in Section 14.1;

(f) “Business Day” means any day other than Sunday or any other day on which banks in Delhi are required or authorized by Applicable Law to be closed for business;

(g) “Commercial Operation Date” has the meaning set forth in Section 4.3(b); (h) “Confidential Information” has the meaning set forth in Section 16.1;

(i) “Consents, Clearances and Permits” 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;

(j) “Contingent Liability” that is not now fixed and absolute but which may become so in case of the occurrence of some future event.

(k) “Deemed Generation” has the meaning set forth in Section 5.3(b);

(l) “Delivery Point” shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/rules where Solar Power is delivered by the Power Producer from the System to the Purchaser;

(m) “Dispute” has the meaning set forth in Section 17.8 (b);

(n) “Disruption Period” has the meaning set forth in Section 5.3(b);
(o) “Distribution Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;

(p) “Due Date” has the meaning set forth in Section 7.4;

(q) “Effective Date” has the meaning set forth in Section 2;

(r) “Estimated Remaining Payments” means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by the Power Producer in accordance with Section 7.1;

(s) “Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term;

(t) “Financing Party” means, as applicable (i) any Person (or its agent) from whom the Power Producer (or an Affiliate of the Power Producer) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to the Power Producer (or an Affiliate of the Power Producer) with respect to the System;

(u) “Force Majeure Event” has the meaning set forth in Section 11.1;

(v) “Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and/ or for sale and purchase of Solar Power of the Project pursuant to this Agreement;

(w) “Governmental Authority” means any central, state, regional, district, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government;

(x) “Indemnified Persons” means the Purchaser Indemnified Parties or the Power Producer Indemnified Parties, as the context requires;

(y) “Insolvency Event” means with respect to a Party, that either:

(i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains creditworthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to perform them;

(z) “Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for the Power Producer at the Premises;

(aa) “Invoice Date” has the meaning set forth in Section 7.2;
(bb) **Lender** means such bank, or other financial institution, including their successors and assignees, who have agreed to provide the Power Producer with debt financing of the Project

(cc) **Losses** means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation);

(dd) **Main Metering System** means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point for measuring and recording the delivery and receipt of energy;

(ee) **Metering Date** means the first Business Day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month’s Metering Date;

(ff) **Party** or **Parties** has the meaning set forth in the preamble to this Agreement;

(gg) **Performance Ratio**

(hh) **Person** means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority;

(ii) **Power Producer Default** has the meaning set forth in Section 12.1(a);

(jj) **Power Producer Indemnified Parties** has the meaning set forth in Section17.2;

(kk) **Premises** means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 to this Agreement;

(ll) **Purchase Date** means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2;

(mm) **Purchase Price** means the fee payable by Purchaser to the Power Producer under the circumstances described in Section 3.2, Section 5.3(a) or Section 12.2 (b);

(nn) **Purchaser Default** has the meaning set forth in Section 12.2(a);

(oo) **Purchaser Indemnified Parties** has the meaning set forth in Section 17.1;

(pp) **Representative** has the meaning set forth in Section 16.1;

(qq) **Scheduled Completion Date** has the meaning set forth in Section 4.1 (g);

(rr) **Security Interest** has the meaning set forth in Section 9.2;

(ss) **Selectee** means a new company (i) proposed by the Lenders pursuant to Section 12.1 read with Schedule VI hereof and approved by the Purchaser (ii) or proposed by the Purchaser in accordance with Schedule VI hereof and approved by the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in accordance with the terms and conditions contained in the said Schedule.
(tt) “Solar Power” means the supply of electrical energy output from the System; (uu) “Solar Power Payment” has the meaning set forth in Section 7.1;
(vv) “System/Project” includes the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work;

(ww) “System Operations” means the Power Producer’s operation, maintenance and repair of the System performed in accordance the requirements herein;

(xx) “Tariff” means the price per kWh set forth in Schedule II hereto; (yy) “Term” has the meaning set forth in Section 3.1;
(zz) “Transfer Time” has the meaning set forth in Section 5.3(a).

1.2 Interpretation
(a) Unless otherwise stated, all references made in this Agreement to “Sections”, “Clauses” and “Schedules” shall refer respectively to Sections, Clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

(b) In this Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa; (ii) the words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and (iii) the words “hereof”, “hereto”, “herein” and “hereunder” and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2. Effective Date

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

3. Term and Termination

3.1 Term

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

3.2 Purchase Option

So long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase Price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall, not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power Producer of Purchaser’s intent to exercise its option to purchase the System on such Purchase Date. In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable Purchase Price to the
Power Producer on the Purchase Date, such payment to be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens, and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price, in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3 SPD will conform to all Statuatory Regulations of DERC, CEA and other Govt Deptts. interconnectivity, Standards and Safety

(1) The SPV Developer will install grid interactive Renewable Energy system with or without battery backup. Provided that if the Renewable Energy Generator, prefers connectivity with battery backup (full load backup/partial load backup), in all such cases the inverter shall have separate backup wiring to prevent the battery/ Decentralized generation(DG) power to flow into the grid in the absence of grid supply and manual isolation switch shall also be provided.

(2) The SPV Developer shall be responsible for safe operation, maintenance and rectification of any defect of the Renewable Energy System upto the point of Net Meter beyond which the responsibility of safe operation, maintenance and rectification of any defect in the system, including the Net Meter, shall rest with the Distribution Licensee.

(3) The Distribution Licensee shall have the right to disconnect the Renewable Energy System at any time in the event of possible threat/damage, from such Renewable Energy System to its distribution system, to prevent an accident or damage. Subject to Regulation 7 of this regulation, the Distribution Licensee may call upon the Renewable Energy Generator to rectify the defect within a reasonable time.

(4) Metering arrangement (1) All the meters shall adhere to the standards as specified in CEA (Installation and Operation of meters) Regulations 2006 and (Installation and Operation of meters) Regulations, 2010 as amended from time to time.

(5) The Net Meter shall be, as per single phase or three phase requirement. All the meters to be installed for net metering shall be of the same or better Accuracy Class Index than the existing meter installed at its Premises.

(6) The Renewable Energy Meter and the Net Meter at the premises of the beneficiary shall be procured and installed by the Distribution Licensee as per the provisions of DERC (Supply Code and Performance Standards) Regulations 2007. However, if the SPD on behalf of consumer of the premises wishes to procure the Net Meter, he may procure such meter and present the same to the distribution licensee for testing and installation.

(7) All meters, including the Renewable Energy Meter shall be installed at an accessible location of the Premises to facilitate easy access for meter reading to the Distribution Licensee.
(8) The cost of Renewable Energy Meter shall be borne by the distribution licensee and the cost of Net Meter shall be borne by SPV Developer of the premises. The consumer of the premises or the distribution licensee, who so ever if desires, may install check meter at their own cost.

(9) The charges for the testing and installation of the Net Meters shall be borne by the SPD on behalf of consumer of the premises and for the Renewable Energy Meter shall be borne by the Distribution Licensee.

(10) The Net Meters to be installed for the consumers of the premises under the ambit of time of day tariff shall be time of day (ToD) compliant.

(11) Billing and Energy Accounting

(1) The accounting of electricity generated

Renewable energy meter: The renewable energy meter is to be based on net metering regulations of DERC, 2014.

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

4.1 **Installation Work**

(a) The Power Producer will cause the Project to be Design, Engineering, Manufacture, Supply, Storage Civil work, Erection, Testing & Commissioning of the solar PV project including Operation and Comprehensive Maintenance (O&M) of the project for a period of 25 years after commissioning of projects in accordance with RFS No. IPGCL/SPV/ dated----- ----- of IPGCL and the approved DPR by IPGCL attached as Schedule I hereto. The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.

(b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

(c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of approximately------- KWP. Power Producer may construct a System of smaller size if it receives only part approval of government subsidies or for any other material commercial reason, as mutually agreed between the Parties. In the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties.

(d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
(e) Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) water proofing of roof to be disturbed (c) carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good / rectified by the Power Producer at their cost.

(f) The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval (“Shop Drawings”). If the Purchaser has any objection/ recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) days of the date of submission of the Shop Drawings. Any delay will extend the effective date and such approval shall not be unreasonably withheld.

(g) Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project / Commissioning of the Project within 06 months from the Effective date)”Scheduled Completion date”). Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.

(h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchasers Default), the Power Producer or its contractor shall pay to the Owner------ genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the IPGCL RFS appended as Schedule 7 to this Agreement.

(i) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.

(j) Power Producer shall fulfill all obligations undertaken by it under this Agreement

4.2 Approvals and Permits

Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

4.3 System Acceptance Testing

(a) The Power Producer shall give 15 days advance notice to conduct the testing of the Project and in the presence of Purchaser’s designated representative conduct testing of the Project in accordance with procedure as approved by IPGCL.

(b) If the results of such testing indicate that the System is capable of generating electrical energy (Full rated KWp) for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a written notice to Purchaser to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the “Commercial Operation Date.”
5. **System Operations**

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

The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense; provided, that any repair or maintenance costs incurred by the Power Producer as a result of Purchaser’s negligence or breach of its obligations hereunder shall be reimbursed in full by Purchaser.

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

5.2 **Metering**

(a) The provision of renewable energy meter, as seen at clause 3.3 is for accounting of measurement of renewable energy produced by the System.

(b) The meter will be read by the Power Producer’s personnel on the Metering Date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint Meter Reading Report is not signed in the first three Business days of any month due to non-availability of the Purchaser’s authorized representative, the report signed by the Power Producers shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading report shall be final and binding on the Parties.

(c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested & maintained and owned as per DERC regulations.

(d) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.

(e) The risk and title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

5.3 **System Disruptions**

(a) **Unavailability of Premises**

If, for reasons other than the Power Producer’s breach of its obligations herein, the Power Producer ceases to have access rights to the Premises as necessary to operate and maintain the System prior to the Expiration Date, then the Power Producer shall be entitled to terminate the Agreement. Purchaser shall pay the Purchase Price to the Power Producer.
(b) **Roof Repair and other System Disruptions**

In the event that (a) the Purchaser repairs the Premises’ roof for any reason not directly related to damage, if any, caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser’s employees, Affiliates, agents or subcontractors (collectively, a “Purchaser Act”) results in a disruption or outage in System production, and such events attributable to Purchaser except Force Majeure, then, in either case, Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and (ii) continue to make all payments for the Solar Power during such period of System disruption (the “Disruption Period”). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the preceding twelve (12) months or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation. (“Deemed Generation”). Power producer shall inform about the disruption or outage in System production, for reasons attributable to Purchaser in writing with date and time of such occurrence, and purchaser’s liability shall start from the date of intimation for above of disruption or outage in system production, on account of purchaser. In the event that the Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Solar Power Plant and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in generation due to such shading supported by the relevant data, which shall be approved by Purchaser within one month of submission falling which the Power Producer shall claim provisional deemed generation till the issue is finally settled.

6. **Delivery of Solar Power**

6.1 **Purchase Requirement**

Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Power Purchaser is unable to off-take 100% of the electricity generated, when it is generated, then Deemed Generation will apply. Moreover, if any part of the capacity of the Solar Power Plant is unable to operate at full capacity due to non-availability of load, Deemed Generation shall also apply subjected to furnishing of documentary evidence in support of the same.

6.2 **Estimated Annual Production**

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

6.3 **Suspension of Delivery**

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

6.4 Title to the System

Throughout the duration of the Agreement, the Power Producer shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of the Power Producer and shall not attach to or be deemed a part of, or fixture to, the Premises.

Purchaser covenants that it will use its best efforts to place all parties having an interest in or lien or encumbrance upon the real property comprising the Premises on notice of the ownership of the System and the legal status the System as the personal property of the Power Producer. If there is any mortgage or other security interest created or granted upon the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall procure, at the Power Producer’s request, a release from such lien holders.

7. Tariff and Payment

7.1 Consideration

Purchaser shall pay to the Power Producer a monthly payment (the “Solar Power Payment”) for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the product of the Actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and/or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

The Power Producer will bill the Purchaser for each kWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time.

In the first three years from the Commercial Operation Date, the Tariff will be equal to Rs. 6.00 per kWh

For the sake of simplicity, the second year shall begin from the first date of the month following completion of one year from the Commercial Operation Date so as to maintain a monthly billing cycle. Schedule II provides a detailed year on year tariff schedule.

7.2 Invoice

The Power Producer shall invoice Purchaser on the first day of each month (each, an “Invoice Date”), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.
7.3 The Invoice to the Purchaser shall include:
(a) The Solar Power calculations for the relevant billing period;
(b) Supporting data, documents and calculations in accordance with this Agreement;

7.4 Time of Payment

The Purchaser shall pay all amounts due hereunder within Thirty (30) days after the date of the receipt of the invoice in Purchaser’s office (“Due Date”).

7.5 Method of Payment

The Purchaser shall make all payments under the Agreement by cheque or electronic funds transfer in immediately available funds to the account designated by the Power Producer from time to time. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment, duties or other charges and not subject to reduction, set-off, or adjustment of any kind. If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificate as per law.

7.6 Late Payment

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

7.7 Disputed Payments

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

7.8 Not used

7.9 Change in Law:

(a) For the purpose of this Section 7.9, the term “Change in law” shall mean the occurrence of any of the following events after the Effective Date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer:
(i) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law; or
(ii) a change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
(iii) the imposition of a requirement for obtaining any Government Approvals which was not required earlier; or
(iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for obtaining such Government Approvals; or
(v) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.
(vi) However change in the rate of any existing tax will not be considered a change in law. Any risk of change of tax rate whatsoever related to the work lies with the power producer.
(vii) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the purchaser.
But shall not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

(b) Application and Principles for computing impact of Change in Law

While determining the consequence of Change in Law under this Article 7.9, the Parties shall have due regard to the principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.9, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided.

(c) Solar Power Payment Adjustment Payment on account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:

(i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or

(ii) The date of order / judgment of the competent court or tribunal or Governmental Authority, if the Change in Law is on account of a change in interpretation of Law.

8. General Covenants

8.1 Power Producer’s Covenants

The Power Producer covenants and agrees to the following:

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

(b) **System Condition:** The Power Producer shall take all actions reasonably
necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate. Subject to there being no Purchaser Default, the Power Producer shall provide 24X7 onsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.

(c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.

(d) **Governmental Approvals:** While providing the Installation Work, Solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations.

(e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulations as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and/or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.

(f) **Health and Safety:** The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Power, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

### 8.2 Power Producer’s Representatives

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

**Date:**

Name: Telephone: E:mail:

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

Name: _________ – Project Manager
Telephone: +91 _______________ E:mail:
8.3 Purchaser’s Covenants

Purchaser covenants and agrees to the following:

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

(b) **Liens:** Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the system or interest therein. If Purchaser breaches its obligations under this clause, it shall immediately notify the Power producer in writing, shall promptly cause such lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all cost and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such lien.

(c) **Consents and Approvals:** Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to draw/consume Solar Power, are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other financial incentives.

(d) **Access to Premises, Grant of License:** Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use and occupy portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees, agents, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises’ electrical wiring with the consent and approval of the Purchaser’s authorized representative identified by the Purchaser.

(e) **Security:** Purchaser shall be responsible for maintaining the physical security of the Premises Security and Insurance of Solar PV System and all of its components have to be maintained by Power Producer. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Purchaser shall provide and take reasonable measures for security of the premises, including commercially reasonable monitoring of the Premises’ alarms.

(f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (b) neither Purchaser nor Purchaser’s landlord will interfere or handle any of the Power Producer’s equipment or the System without written authorization from the Power Producer.
(g) **Temporary storage space during installation or removal:** Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.

(h) **Sunlight Easements:** Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.

(i) **Evacuation** – Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the Due Date and pay interest on delayed payments, if any, as per this Agreement.

(j) **Water** – Power Producer shall arrange water, as per the requirements of the Power Producer, for periodic cleaning of the solar panels. The Raw Water connection point may be provided by IPGCL at site as available Power Producer obtains water by providing and laying pipes etc, from nearest water connection point made available.

(k) **Auxiliary Power** – The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its System, if available and possible, at the rate it is paying to the discom.

9. **Representations & Warranties**

9.1 **Representations and Warranties Relating to Agreement Validity**

In addition to any other representations and warranties contained in the Agreement, each Party represents and warrants to the other that:

(a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;

(b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;

(c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

(e) There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
(f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

9.2 Representations Regarding Security Interest

Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the “Security Interest”) in the System to a Financing Party. Alternatively, the Power Producer may assign all its rights and liabilities w.r.to system under this Agreement to a Financing Party under intimation to the Purchaser, such that the Financing Party becomes the owner of the System. In connection therewith, Purchaser represents and warrants as follows:

(a) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to the Power Producer’s Financing Party’s Security Interest therein.

(b) Purchaser shall extend all co-operation necessary to the extent required to enable the Power Producer to assign its rights and liabilities to a Financing Party, in the event the Power Producer chooses to do so.

Any Financing Party shall be an intended third-party beneficiary of this Section 9.2.

10. Taxes and Governmental Fees

10.1 Purchaser Obligations

Purchaser shall reimburse and pay for any taxes, fees or charges imposed or authorized by any Governmental Authority and paid by the Power Producer due to the Power Producer’s sale of the Solar Power to Purchaser (other than income taxes imposed upon the Power Producer) pursuant to clause 7.9. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

Subject to Section 10.1 above, the Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchaser’s overall income or revenues.
11. Force Majeure

11.1 Definition

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; - A Force Majeure Event shall not be based on the economic hardship of either Party.

11.2 Excused Performance

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

11.3 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Power Producer’s performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days’ prior written notice to the Power Producer. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination), and the provisions of Section 3.2 (Purchase Option) shall be inapplicable.

12. Default

12.1 Power Producer Defaults and Purchaser Remedies

(a) Power Producer Defaults: The following events shall be defaults with respect to the Power Producer (each, a “Power Producer Default”):

(i) An Insolvency Event shall have occurred with respect to the Power Producer;
(ii) Failure to achieve Commissioning of the System within one (1) year of the Effective Date; and

(iii) The Power Producer breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after Purchaser’s written notice of such breach and the Power Producer fails to cure the same, or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

(b) **Purchaser’s Remedies**:

(i) If a Power Producer Default described in Section 12.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("**Purchaser Preliminary Default Notice**"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

(ii) Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Lenders shall have the right to seek substitution of the Power Producer by a Selectee for the residual period of this Agreement for the purpose of performing the obligations of the Power Producer. Such substitution of the Power Producer by a Selectee shall be as per the procedure prescribed in Schedule V to this Agreement and prior approval of owner. Selectee as aforesaid shall have the required qualification and experience as prescribed under the tender no. IPGCL/SPV/ dated .

(iii) In the event the Lender’s total debt obligations have been completely satisfied at the time of issue of Purchaser’s Preliminary Default Notice and upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Purchaser may terminate this Agreement by serving a fifteen (15) days notice to the Power Producer ("**Purchaser Termination Notice**").

(iv) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer’s Default having regard to all the circumstances. If the Power Producer Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.

(v) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice toward compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two (2) years following the termination, considered on normative capacity utilization factor.

(vi) Save as otherwise provided in this agreement, Power Producer will be responsible for all liabilities and obligations (including contingent liabilities) in connection with the ownership, operation, maintenance or repair of the facility and the site prior to the termination of this agreement. Purchaser shall be responsible for all liabilities and obligations (including contingent liabilities) in respect of the same arising after the termination of this agreement save to the extent that these liabilities and obligations were caused by or attributable to a breach of power producer’s obligations under this agreement prior to the date of
termination of this agreement. Power producer shall use its reasonable endeavors to mitigate the amount of the costs and expenses relating to liabilities and obligations (including contingent liabilities) in connection with the ownership, operation, maintenance or repair of the facility and the site and incurred between the termination date and the date on which transfer of the facility and the site to purchaser occurs.

In the event that purchaser is required to settle any of these liabilities or perform obligations with respect to the period prior to termination of this agreement which are necessary in order to comply with prudent utility practice in order to continue to operate the facility and in connections with the site, any cost or expense reasonably incurred in connection therewith shall be subtracted from the Termination amount.

If the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit

(vii) The Power Purchaser may exercise any other remedy it may have at law or equity or under the agreement.

**12.2 Purchaser Defaults and Power Producer’s Remedies**

(a) **Purchaser Default:** The following events shall be defaults with respect to Purchaser (each, a “Purchaser Default”):

(i) An Insolvency Event shall have occurred with respect to Purchaser;

(ii) Purchaser breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the Power Producer’s notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and

(iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed Invoices to the Power Producer under Section 7.7 of this Agreement within sixty (60) days from receipt of notice from the Power Producer of such past due amount.

(b) **Power Producer’s Remedies:** If a Purchaser Default described in Sections 12.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a Sixty (60) days notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price specified in Schedule-III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser; and (B) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

**13. Limitations of Liability**

13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with the performance of the Agreement shall be under the complete control of the Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser. Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.

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

14. **Assignment**

14.1 **Assignment by Power Producer**

(a) This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. The Power Producer may sell, transfer or assign (collectively, an “Assignment”) the System and/or the Agreement or any interest therein, to any person including to the Power Producer’s Financing Party as collateral security in connection with any financing of the System, provided that such person agrees in writing to be bound by the terms of this Agreement. The Power Producer shall obtain prior approval of the Purchaser of any Assignment pursuant to this clause. Such person as aforesaid must have the required qualification and experience as prescribed under the tender no. IPGCL/SPV/ dated

(b) In the event of an Assignment, the Power Producer shall offer its O&M services to the assignee and the Parties may enter into an O&M Agreement in this regard.

14.2 **Assignment by Purchaser**

Purchaser may assign the Agreement or any interest therein to any Person provided that such Person agrees in writing to be bound by the terms of this Agreement, without the Power Producer’s prior written consent. The Purchaser shall provide prior intimation to the Power Producer of any Assignment pursuant to this clause.

14.3 **Notices**

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

Power Producer’s address and contact details: (insert entity name)
Purchaser’s address and contact details:

__________

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

15. Confidentiality

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

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

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that:
(a) becomes publicly available other than through the receiving Party;
(b) is required to be disclosed under Applicable Law or pursuant to a validly issued notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
(c) Is independently developed by the receiving Party; or
(d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

16. Indemnity

16.1 Power Producer’s Indemnity

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

16.2 Purchaser’s Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnify, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the “Power Producer Indemnified Parties”) from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser’s negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

16.3 The both the parties hereby indemnity each other against any loss, damage or liabilities (including attorneys fees) arising as a result of any act of omission or commission on ether party’s part or on part of their personnel or in respect of non observance of any statutory requirements or legal dues of any nature which relates to this agreement.

17. Miscellaneous

17.1 Amendments

This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.
17.2 Goodwill and Publicity
Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

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

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

17.5 Sovereign Immunity
To the extent permitted by Applicable Law, Purchaser hereby waives any defense of sovereign immunity that Purchaser might otherwise have in connection with any action taken by the Power Producer to enforce its rights against Purchaser under this Agreement.

17.6 No Waiver
The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

17.7 Survival
The obligations under Sections 3.2 (Purchase Option), Section 8.1(d) (Power Producer Covenant), Sections 8.2(d), (e), (f) and (g) (Purchaser Covenants), Section 9.3 (Exclusion of Warranties), Section 9 (Taxes and Governmental Fees), Section 12 (Limitation of Liability), Section 15 (Notices), Section 16 (Confidentiality), Section 18 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.8 Governing Law & Jurisdiction
(a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Delhi shall have exclusive jurisdiction over any action or proceeding arising out of or under the Agreement.

(b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.
(c) All Disputes relating to this Agreement or any issue whether arising during or after the completion thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a sole conciliator appointed/nominated by GM /Civil Engineer/Director of Purchaser on receipt of such requests from either party. The conciliator shall make the settlement agreement after the Parties reach agreement and shall give an authenticated copy thereof to each of the Parties.

(d) The settlement agreement shall be final and binding on the Parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either Party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

(e) Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.

(f) "Arbitration Procedure:

If the effort to resolve all or any of the disputes through conciliations falls, such disputes shall be referred to arbitration in the manner as provided hereinafter:

(i) Either party may refer the dispute or difference to arbitration by giving a notice in writing to the other party of its intention to refer the disputes or differences to arbitration and such arbitration proceedings shall commence with the receipt of the aforesaid notice by the other party.

(ii) If the total value of the claim is up to 05 Million, such disputes shall be referred to a sole arbitrator.

(iii) If the total value of the claim is in excess of 05 Million, such disputes shall be referred to a Panel of three Arbitrators.

(iv) Purchaser will make out a panel of engineers with the requisite qualification and professional experience relevant to the field to which the agreement relates. The panel will be from amongst serving or retired Govt. Employees or those of public sector.

(v) For sole arbitrator, purchaser shall provide a panel; of 3 arbitrators and power producer shall choose one there from as sole arbitrator.

(vi) For panel of 3 arbitrators, purchaser shall provide a panel of 5 arbitrators. The power producer and purchaser itself choose one there from. The 2 arbitrators so chosen shall choose the 3rd from the panel of 5 arbitrators.

(vii) The arbitrator (s) shall be appointed within a period of 30 days from the date of receipt of written notice / demand for appointment of arbitrator from either party.

(viii) The venue of such arbitration shall be Delhi/New Delhi. The cost of arbitration shall be shared equally by both parties.
(ix) The sole arbitrator or the Arbitral Tribunal shall give his award within 12 months from the date of his entering on the reference or within extended time, as the parties may consent for the same, as the case may be on all the matters referred to him and shall indicated his/their finding, along with sum awarded, separately on each individual item of dispute. In case the matter is referred to arbitral tribunal for adjudication and the views of two arbitrators differs on the issue then view of presiding arbitrator shall prevail. The demand of arbitration shall specify the matters which are in question or subject of the dispute or differences as also the amount of claim item wise, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.

(g) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.

(h) This Section 18 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

17.9 Severability

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

17.10 Successors and Assigns

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

17.11 Counterparts

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

17.12 Independent Service Provider

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

17.13 Non-Exclusive Agreement

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

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof all mandatory insurance coverage for adequate amount including but not restricted to, comprehensive general liability insurance covering the System and accidental losses, bodily harm, injury, death of all individuals employed/assigned by the Power Producer to perform the services required under this Agreement.

17.15 Sale or Transfer of Premises

(a) In the event the Purchaser sells or transfers the Premises or the building housing the System, it shall give at least 90 days prior notice to the Power Producer and will ensure that this Agreement is transferred / novated to transferee, without any interruption in payments. The Purchaser shall also ensure that a clause to this effect, to the satisfaction of the Power Producer, is incorporated in the transfer documents between itself and the transferee. The Purchaser shall not sell or otherwise transfer the Premises if the transferee fails to accept the terms and conditions of this Agreement for the remainder of the Term.

(b) If either the Purchaser or the Power Producer merges with any other entity, the terms of this Agreement shall continue to be binding upon the merged entity.

17.16 Entire Agreement

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

17.17 Annual accounts reconciliation shall be conducted annually between the power producer and purchaser. The power producer shall maintain proper records (like purchase price, AMC etc.) relating to the plant and submit all such documents to the purchaser in case of effectuation of clause no 3.2.

17.18 Where provision is made for the giving of any notice, certificate, determination, consent or approval by any person that notice, certificate, determination, consent or approval shall be in writing, and the words “notifies”, “certifies”, “determined”, “consent” or “approved” shall be construed accordingly.

IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above. FOR AND ON BEHALF OF POWER PRODUCER

Authorised Signatory

WITNESSES

1. ____________________ ( )

2. ____________________ ( )

FOR AND ON BEHALF OF POWER PRODUCER

Authorised Signatory

WITNESSES

1. ____________________ ( )

2. ____________________ ( )

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1. **Description of the Premises:**

All the piece and parcel of terrace portion of rooftop measuring approximately ........ square feet and having shade free area of approximately ........ square feet situated on building located at---------. It is proposed to install a System of ------ kWp capacity on the said premises.

2. **Description of the System:**
The Power Producer shall install a **........**KWP Solar Power Plant on the roof of the building named------------The key features of the system are as follows:

<table>
<thead>
<tr>
<th>S .</th>
<th>Parameter</th>
<th>Value</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>System Size</td>
<td></td>
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<td>2</td>
<td>Expected Annual</td>
<td></td>
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<td></td>
<td>Energy Generation</td>
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<td>3</td>
<td>Module Type</td>
<td>To be finalized during detailed Engineering</td>
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<tr>
<td>4</td>
<td>Inverter Type &amp;</td>
<td>To be finalized during detailed Engineering</td>
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<td></td>
<td>Rating</td>
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<tr>
<td>5</td>
<td>Electrical Parameter</td>
<td>To be finalized during detailed Engineering</td>
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<td></td>
<td>for interconnection</td>
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<tr>
<td>6</td>
<td>Mounting type</td>
<td>To be finalized during detailed Engineering</td>
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<td>7</td>
<td>Surface Azimuth</td>
<td>To be finalized during detailed Engineering</td>
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<td></td>
<td>Angle</td>
<td></td>
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<tr>
<td>8</td>
<td>Tilt Angle</td>
<td>To be finalized during detailed Engineering</td>
</tr>
<tr>
<td>9</td>
<td>Wind Resistance</td>
<td>To be finalized during detailed Engineering</td>
</tr>
</tbody>
</table>

The Power Producer shall provide an online monitoring system to the Purchaser that will enable easy access to Solar Power information
Schedule II (Fees)

Following are the details of the Tariff agreed between the Parties: Purchaser shall pay Power Producer for Solar Power at a rate equal to INR ____/kWh as follows.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
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<tbody>
<tr>
<td>First Year</td>
<td></td>
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<tr>
<td>Second Year</td>
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<tr>
<td>Third Year</td>
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<td>Fourth Year</td>
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<td>Fifth Year</td>
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<td>Sixth Year</td>
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<td>Seventh Year</td>
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<td>Ninth Year</td>
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<td>Tenth Year</td>
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<td>Eleventh Year</td>
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<td>Sixteenth Year</td>
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<td>Seventeenth Year</td>
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<td>Nineteenth Year</td>
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<td>Twentieth Year</td>
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<td>Twenty First Year</td>
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<td>Twenty Second Year</td>
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<td>Twenty Third Year</td>
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<tr>
<td>Twenty Fourth Year</td>
<td></td>
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<tr>
<td>Twenty Fifth Year</td>
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</tbody>
</table>
Tender No:-

**Schedule III (Purchase Price)**

The Purchase Price with respect to the System under the Agreement shall be calculated as follows:

**Initial Cost:** - Cost quoted by the bidders or total cost calculated as per Rs 9.0 Cr. per MWp whichever is lower. The Depreciation rate is taken as **6.50 % Per Year**

<table>
<thead>
<tr>
<th>Year of Term (End of Year)</th>
<th>Calendar Year #</th>
<th>% of Initial cost *</th>
<th>Purchase Price in Crores ( Rs)</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>2014</td>
<td>93.5 %</td>
<td></td>
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<tr>
<td>2</td>
<td>2015</td>
<td>87.0 %</td>
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<td>3</td>
<td>2016</td>
<td>80.5 %</td>
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<td>4</td>
<td>2017</td>
<td>74.0 %</td>
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<td>5</td>
<td>2018</td>
<td>67.5 %</td>
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<td>6</td>
<td>2019</td>
<td>61.0 %</td>
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<td>7</td>
<td>2020</td>
<td>54.5 %</td>
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<td>8</td>
<td>2021</td>
<td>48.0 %</td>
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<td>9</td>
<td>2022</td>
<td>41.5 %</td>
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<td>10</td>
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<td>13</td>
<td>2026</td>
<td>15.5 %</td>
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<td>14</td>
<td>2027</td>
<td>9.0 %</td>
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<tr>
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<tr>
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For the purpose of Section 3.2, the Purchase Price payable shall be the Purchase Price specified in this Schedule that falls on such date before the proposed Purchase Date.

* The purchase price shall be reduced by the amount of subsidy paid to the Power Producer.

# Based on date of signing of PPA.
Schedule IV

Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to the System shall be as follows:

<table>
<thead>
<tr>
<th>Year of Term</th>
<th>Indicative total production (kWh/Year) for ----</th>
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<tbody>
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</tbody>
</table>

*Actual generation may vary as per actual annual irradiation at site

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**Schedule V**

**Governmental Approvals**

1. To be obtained by the Power Producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the Distribution Utility etc relating to installation and operation of the System (including the government incentives/subsidies available for the Project) and generation and supply of solar power from the Project.

2. To be obtained by Purchaser

Any authorizations required of Purchaser, including those required for installation of System at the Premises.
Schedule VI
Substitution Rights of the Lender

1. Substitution of the Power Producer

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

2. Substitution Notice

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

3. Interim Operation of Project

(a) On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate this Agreement, except under and in accordance with the terms of this Schedule VI of this Agreement.

(b) On issue of a Substitution Notice, the Lender shall have the right to request the Purchaser to enter upon and takeover the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, and the Power Producer shall completely cooperate in any such takeover of the Project by the Purchaser.

(c) If the Purchaser refuses to take over the Project on request by the Lender in accordance with clause 3(b) above, the Power Producer shall have the duty and obligation to continue to operate the Project in accordance with this Agreement till such time as the Selectee is finally substituted.

The Lender and the Purchaser shall, simultaneously have the right to commence the process of substitution of the Power Producer by the Selectee in accordance with these terms, and the Power Producer hereby irrevocably consents to the same.

4. Process of Substitution of Power Producer

(a) The Lender may, on delivery of a Substitution Notice notify the Purchaser and the Power Producer about the Lender’s decision to invite and negotiate, at the cost of the Lender, offers from third parties to act as Selectee, either through private negotiations or public auction and / or a tender process, for the residual period of this Agreement. Subject to and upon approval of the Purchaser, such Selectee shall be entitled to receive all the rights of the Power Producer and shall undertake all the obligations of the Power Producer under this Agreement and any other Project documents executed between the Power Producer and the Purchaser, in accordance with these terms of substitution.

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