

SRI GANGANAGAR ZILA DUGDH UTPADAK SAHKARI SANGH LTD.

Industrial Area, HANUMANGARH JN.

(AN FSMS ISO 22000:2005 Certified Organisation)

Tel. 01552-260522, Fax. 01552-262847

E MAIL- rcdfgng_jp1@bsnl.in

Notice Inviting E-Tender

Online tenders are invited for the works of Design, Supply, Erection, Testing, Commissioning and Operation and Maintenance for 20 years of Grid Connected Rooftop Photovoltaic Solar Power Project for 600 KWp On Rooftop And Vacant Ground Under RESCO Model at Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited, Hanumangarh, Rajasthan. For more detail please visit from www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in & www.sriganganagarmilkunion.com
RCDF Ltd., Jaipur Help Line No. 0141-2709444, 2709445



P.K.GOYAL

Managing Director

Dated:- 25.09.2019

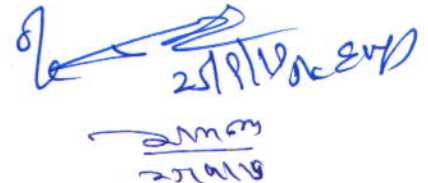
No. Gangmul/Pur/2019/ 9789-801

Copy to: -

1. Editor-----with request to kindly publish above notice once in your news paper as early as possible in the -----space with union logo.
2. Incharge MIS -Upload the above NIT on the website SPPP Portal & Gangmul.
3. Managing Director.....Milk Union, Please arrange to display the copy NIT on Notice board
4. Incharge P&I /Plant /Q.C. /Accounts /Store/ Marketing Gangmul Hanumangarh Jn.
5. Incharge MCC Suratgarh/ Gharsana/Nohar/Bhadra/Pallu/Padampur for Notice board
6. APS to Managing Director.
7. Notice Board (P&I /Plant)/ Master File



Managing Director



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Request for Selection

For

Design, Supply, Erection, Testing, Commissioning and Operation and Maintenance for 20 years of Grid Connected Rooftop Photovoltaic Solar Power Project for 600 KWp on Rooftop And Vacant Ground at Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited, Hanumangarh Rajasthan

Under RESCO MODE

NIT No.:

Cost of Bid: Rs. 10,000/-

SRI GANGANAGAR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD.
PHASE 1ST INDUSTRIAL AREA, HANUMANGARH JN. PIN- 335512




GST 08AAAAS3423N1ZC

PHONE STD (01552): 260522,260588

Website: <http://sriganganagarmilkunion.com>

E MAIL- rcdfgng_jp1@bsnl.in

FAX: 01552-262847


25/11/19

25/11/19


ISSUANCE





Date of issuance:

This Request for Selection (RfS), NIT No.: TN-....., by Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited (GANGMUL), Hanumangarh, Rajasthan is for selection of eligible Bidder(s) for the design, supply, erection, testing and commissioning including operation and maintenance (O&M) for 20 (Twenty) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on Rooftops and Vacant Ground In Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited (GANGMUL), Hanumangarh, Rajasthan.

This RfS along with Formats, Annexure etc. is issued to -
M/s. _____



Note:


- a. This RfS is not transferable.
- b. Though adequate care has been taken while preparing this RfS, the Bidder(s) shall satisfy itself that this RfS is complete in all respects. Intimation of any discrepancy shall be given immediately to the correspondence office address given below. If no intimation is received from any Bidder(s) **UPTO DATE OF PRE BID MEETING**, it shall be considered that this RfS is complete in all respects.
- c. GANGMUL may modify, amend or supplement this RfS including allocation of Zone(s).
- d. **THE SELECTION OF BIDDER(S) SHALL BE CARRIED OUT THROUGH e-procurement process ONLY. SUBMISSION OF BID(S) IN ELECTRONIC FORMAT SHALL BE ON WEBSITE**
[http:// http://eproc.rajabasthan.gov.in](http://http://eproc.rajabasthan.gov.in) AS PER THIS RFS, OR AS AMENDED BY GANGMUL.
- e. Bidder(s) are suggested to regularly visit GANGMUL website <http://shriganganagarmilkunion.com> for latest updates after the issue of this RfS. All modification(s)/ amendment(s)/ clarification(s)/information(s) etc. will be made available on the e-procurement website **<http://eproc.rajabasthan.gov.in>** only.
- f. GANGMUL at its discretion may extend the time for submission of Bids.
- g. Address for Correspondence:
The Managing Director
Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited
(GANGMUL) ,Industrial Area ,Hanumangarh JN- 335512, Rajasthan

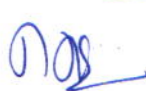





SUBMISSION OF BID

Particulars	Details
Details of work	Design, Supply, Erection, Testing and Commissioning with Net-Metering including Operation and Maintenance (O&M) for 20 (Twenty) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on roofs and vacant ground in GANGMUL, Hanumangarh
Work Area	GANGMUL, Industrial Area, Hanumangarh JN:- 335512 Rajasthan
Total Proposed Allocated Capacity of RTS Projects	600 KWp
Refundable Earnest Money Deposit (EMD)	Rs. 1 Lakh (Rupees One Lakh Only) by way of DD/ Banker's Cheque in favour of Managing Director, Sri Ganganagar Zila Dugdh Utpadak Sahakari Sangh Ltd., Hanumangarh payable at Hanumangarh Rs. 4 Lakhs as security deposit by successful bidder by DD
Non-refundable Cost of Bid for each Bidder	Rs.10, 000/- (Rupees Ten Thousand Only) by way of DD/ Banker's Cheque in favour of Managing Director, Sri Ganganagar Zila Dugdh Utpadak Sahakari Sangh Ltd., Hanumangarh . payable at Hanumangarh
Non-refundable e-proc Charges for each Bidder	Rs. 1,000/- (Rupees One Thousand Only) by way of DD/Banker's Cheque in favour of Managing Director, RISL, Jaipur payable at Jaipur
Period of Downloading RfS (RfS can be downloaded from) Website http://eproc.rajasthan.gov.in	25/09/2019, 6.00 PM to 15/10/2019, 02:00 PM
Pre Bid Meeting	03/10/2019, 3.00 PM at MD Office Gangmul Hanumangarh
Last date and time of submission of Envelope-1 (through hard copy at GANGMUL Head Office)	16/10/2019, 12.00 Noon
Last date and time of submission of on-line Bid through e-procurement portal	15/10/2019, 05:00 PM
Validity of Bid	6 (Six) months form Last Date of Submission of Bid.
Date and time of opening of Envelope-1	16/10/2019, 2.00 PM
Date and time of opening of Cover-2 (on-line)	16/10/2019, 3.00 PM
Date and time of opening of Cover-3 (on-line)	Shall be intimated after evaluation of Technical bid.
Completion Period	As per Section -9 of tender document





GENERAL INSTRUCTIONS FOR TENDER SUBMISSION

i. The bidders are requested to submit their bids prior to last date of submission to avoid non submission of their bids within prescribed date & time due to non-availability / hanging of website, at either ends at last moment, or any other reason whatsoever. The last date of submission of bids will not be extended on such account.

ii. The tender cost, Earnest Money and e-tender processing fees of as detailed under to be deposited in GANGMUL office upto 16/10/2019, 12:00 Noon positively.*

*(This is essential otherwise the bid in electronic form (Cover 1, Cover 2 and Cover 3) will not be opened of that bidder.) The bidder will have to deposit in ENVELOPE –I

a) The DD/Bankers Cheque of prescribed cost of tender Rs.10,000/- in favour of Managing Director, Sri Ganganagar Zila Dugdh Utpadak Sahakari Sangh Ltd., Hanumangarh . Payable at Hanumangarh

b) The prescribed e-proc Processing Fee of Rs. 1000/- by way of DD/Banker's Cheque in favour of Managing Director, RISL, Jaipur payable at Jaipur

c) EMD Rs. 1 Lakh (Rupees One Lakh Only) by way of DD/Bankers Cheque in favour of Managing Director, Sri Ganganagar Zila Dugdh Utpadak Sahakari Sangh Ltd., Hanumangarh . Payable at Hanumangarh & Rs. 4 Lakhs as security deposit by successful bidder by DD

iii. ONLINE SUBMISSION OF BID:

List of required Formats/documents to be submitted online duly signed digitally by Authorized Signatory:

(1) **Cover-1:-** Upload the scanned copy of DDs/Pay Orders towards Cost of tender Document, processing fee of and scanned copy of DDs/Pay Orders/of EMD (in .pdf format) with copy of relevant Certificate for Exemption of EMD (If applicable) as detailed in **point no. ii.**

(2) **Cover-2:-** All Non-financial information in the Formats as per tender with Complete Bid Document (dully

signed on each and every page as proof of acceptance of all terms and condition of Bid).

(3) **Cover-3:-** Price bid as per Format attached.

NOTE:

1. The financial bid is to be submitted online only as per format Annexure-5. This format is to be downloaded

from : <http://eproc.rajasthan.gov.in> filled & uploaded back to : <http://eproc.rajasthan.gov.in>

2. Financial Bids submitted/uploaded on : <http://eproc.rajasthan.gov.in> in any other format may be rejected. Submission of price in cover-2 will be finally rejected and such bids will be considered as disqualified

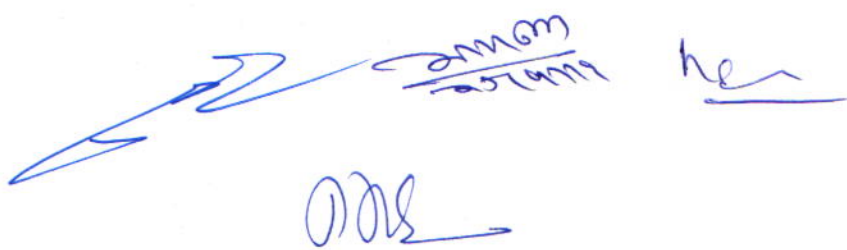
in technical evaluation and cover-3 (on-line) of such bids will not be opened.

iv. Cutting / overwriting, if any, in the figures of the tendered documents is required to be clarified / indicated in

words, duly signed, failing which the tender may be rejected.

v. The Bidder(s) shall not quote any deviations/ amendments/modifications/alterations in the Price Bid(s).

Price Bid(s) with any such deviations shall be rejected.



vi. The Bidder(s) shall provide complete information at the time of submission of Bid(s). If the Bidder(s) is asked to furnish some more clarification(s)/confirmation(s)/document(s), it shall be required to furnish the same within specified time, failing which the case shall be finalized/decided on the basis of available information/documents. The responsibility of ignorance of its Bid(s) on account of delay in furnishing of desired information/document(s) shall be of the Bidder(s). However, if there are any shortcomings in the submission of the information which do not materially affect the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the Bid evaluation accordingly.

vii. All the required information shall be furnished strictly in the prescribed formats only. Any information indicated other than the prescribed formats shall not be entertained. The Bid(s) shall be evaluated on the basis of information furnished in the prescribed formats only.

viii. This RfS shall essentially be signed digitally and submitted/uploaded on <http://http://eproc.rajasthan.gov.in> as part of Cover 2, (It is also instructed to all the bidders that all the documents uploaded should be clearly legible/readable) prior to the Bid Deadline as specified in Bid Information.

ix. Bidder(s), who wish to participate in this RfS, shall be required to register on <http://http://eproc.rajasthan.gov.in> if not registered earlier. To participate in e-tendering, Bidder(s) shall have Digital Signature Certificate (DSC) - Class II (e-tender supportive) or Class III as per requirement under Information Technology Act-2000 using which they can sign their electronic Bid(s) (i.e. Envelope-2). Bidder(s) can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency or they may contact e-Procurement Cell, Department of IT&C, Government of Rajasthan on the following address:

e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, e-mail: eproc@rajasthan.gov.in

x. Bidders are also advised to refer "Bidder's Manual" available under "Downloads" section on <http://eproc.rajasthan.gov.in> for further details about the e-tendering process.

xi. Address for Correspondence for enquiries and clarifications:

The Managing Director

Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited

(GANGMUL), Industrial Area, Hanumangarh JN- 335512, Rajasthan

Website: <http://eproc.rajasthan.gov.in>

xii. Contact details of Staff of GANGMUL in reference to this RfS

1 Sh. Vinod Kumar Sharma, Dty. Manager (I/C Engg.) mob. 9413538174

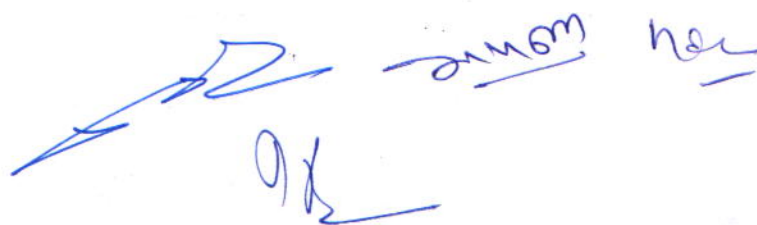
2. Sh. Rajkumar Baveja, Asst. Manager (I/C MIS) mob. 9414510140

3 Sh. Naresh Behal, Accounts officer (I/C Purchase) mob. 7726007305

4 Sh. Mahender Kumar, Accounts Officer (I/C Accounts) mob. 9829433845

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

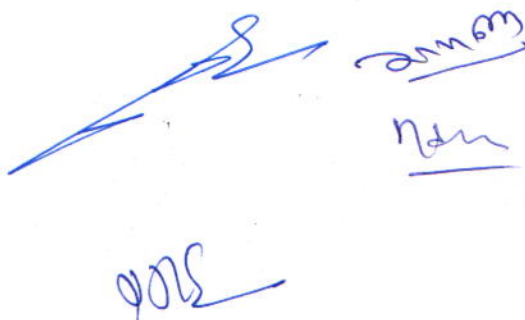
In this RfS, the following words and expressions shall have the meaning as herein defined where the context so admits:

- a) **"Affiliate"** shall mean a company that either directly or indirectly
- controls, or
 - is controlled by, or
 - is under common control with
- a Bidder and "control" means ownership of one company by at least 26% (Twenty Six percent) of the voting rights of the other company;
- b) **"B.I.S."** shall mean specifications of Bureau of Indian Standards;
- e) **"Bid"** shall mean the Technical and Price Bid (both Envelope 1 and Envelope 2) submitted by the Bidder along with all supporting documents/ formats/ attachments/annexure etc., in response to this RfS in accordance with the terms and conditions hereof;
- d) **"Bid Capacity"** shall mean capacity offered by the Bidder in its Bid under invitation. For the purpose of this RfS,
- e) **"Bid Dead-line"** shall mean the last date and time for submission of the Bid in response to this RfS, as specified in Bid Information Sheet;
- f) **"Bidder"** shall mean the Company incorporated under the Companies Act, 1956 or under the Companies Act, 2013, submitting the Bid in response to this RfS. Any reference to the Bidder includes its company/ including its successors, executors and permitted assigns as the context may require. It shall also include lead member, in case of consortium;
- g) **"Central Electricity Authority" or CEA** shall mean the Authority, originally constituted under Section 3(1) of the repealed Electricity (Supply) Act, 1948, since substituted by Section 70 of the Electricity Act, 2003;
- h) **"Chartered Accountant" or CA** shall mean a person practicing in India or a firm where of all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- j) **"Competent Authority"** shall mean the Managing Director (MD) of Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited himself and/or a person or group of persons nominated by the MD for the mentioned purpose herein;
- k) **"Earnest Money Deposit" or EMD** shall mean security of Bid Proposal by way of Cheque/ DD to be submitted along with the Bid by the Bidder as per the provisions of this RfS and within the timelines specified in Bid Information Sheet;
- l) **"Eligibility Criteria"** shall mean the Criteria as set forth in Section 4 this RfS;
- m) **"IEC"** shall mean International Electro-Technical Commission;
- n) **"kWh"** shall mean Kilo Watt Hour;
- o) **"kWp"** shall mean Kilo Watt Peak;
- r) **"Letter of Allocation" or LoA** shall mean the letter issued by GANGMUL to the Successful Bidder after Contract Or Agreement to take up the work pursuant to this RfS for implementation of Rooftop Solar Photovoltaic Power Projects in Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited ;
- s) **"Levelized Tariff"** shall mean the fixed tariff offered by the Bidder for 20 (Twenty) years from the date of commissioning of the Rooftop Solar Photovoltaic Power Project under the Scope of work as per this RfS;
- t) **"MNRE"** shall mean Ministry of New and Renewable Energy, Government of India;
- u) **"MWp"** shall mean Mega-Watt peak;
- v) **"Operations and Maintenance" or O&M** shall mean Operation and Maintenance of Rooftop Solar Photovoltaic Power Projects for 20 (Twenty) years from the date of its commissioning;

- w) **"Parent Company"** shall mean a company that holds at least 51% (Fifty One percent) of the paid-up equity capital directly or indirectly in Bidder's company, as the case may be;
- x) **"Price Bid"** shall mean online Bid, containing the Levelized tariff quoted by the Bidder in Rs./kWh (Rupees per unit of electricity) as per ANNEXURE-5 of this RfS;
- y) **"Project Company"** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with Section-6 of this RfS;
- z) **"Project Sanction Documents"** shall mean the documents to be submitted by the Successful Bidder(s) to GANGMUL, which includes **Service Level Agreement**;
- aa) **"Project Timeline"** shall mean the time allowed for commissioning of Rooftop Solar Photovoltaic Power Project according to LoA under Contract/Agreement from GANGMUL.
- bb) **"Qualified Bidder(s)"** shall mean the Bidder(s) who, after evaluation of its Technical Bid(s) as per Section 8, stands qualified for opening and evaluation of the Price Bid(s);
- cc) **"RESCO"** shall mean Renewable Energy Service Companies
- dd) **"Request for Selection" or RfS** shall mean this document and all related Annexure/Formats, etc.;
- ee) **"RESCO Model"** shall mean the arrangement wherein the Rooftop Owner and the RESCO mutually agree on terms and conditions and enter into Service Level Agreement for supply of electricity for 20 (Twenty) years from the Rooftop Solar Photovoltaic Power Project at a tariff as determined through this RfS from the date of its Commissioning;
- ff) **"Rooftop Solar Photovoltaic" or RTS** shall mean Solar Photovoltaic array/system installed on the flat /inclined roof of the building/elevated platform on metallic or concrete structure at minimum 10 (Ten) feet above ground level/Ground mounted system (in places where sufficient shadow free rooftop area is not available). In such instance up to 40% (Forty percent) Solar Photo-voltaic array/system capacity can be accommodated on nearby unutilized land subject to the GANGMUL's approval;
- gg) **"RfS Process"** shall mean the process adopted by GANGMUL in carrying out the allocation of Selected Zones to the Bidder(s) in pursuant to this RfS;
- hh) **"Rooftop Owner"** shall mean person Authorized Or head of office /Department of the Government RESCO to install RTS Project on its rooftop in pursuant to this RfS;
- ii) **"GANGMUL"** shall mean Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited
- ll) **"Service Level Agreement" or PPA** shall mean agreement entered by the Rooftop Owner with the RESCO(s) for purchase of electricity at the Levelized Tariff determination through this RfS process.
- mm) **"Statutory Auditor"** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956/2013 or under the provisions of any other applicable governing law;
- nn) **"Successful Bidder(s)"** shall mean the Bidder(s) selected by GANGMUL pursuant to this RfS for implementation of RTS as per the terms of this RfS, and to whom LoA has been issued;
- oo) **"Wp"** shall mean Watt peak;
- "RTS Project"** shall mean the Rooftop Solar Photovoltaic Power Project to be implemented by the RESCO(s) in Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited, Hanumangarh, Rajasthan.

Note: INTERPRETATIONS

- a. Words comprising the singular shall include the plural and vice versa.
- b. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- c. A Time of Day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time (IST).
- d. Different parts of this RfS 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 RfS, they shall be interpreted in a harmonious manner so as to give effect to each part.
- e. The table of contents and any headings or sub headings in this RfS has been inserted for case of reference only and shall not affect the interpretation of this RfS



SECTION 2: INTRODUCTION

2.1 Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited (GANGMUL) is committed to minimising its ecological footprint and encouraging renewable energy. Accordingly, GANGMUL proposes to install 600 KWp of solar PV project on certain rooftops and idle land in its campus in Hanumangarh JN , Rajasthan ("Solar Plant").

2.2 Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited (GANGMUL) wishes to select competent, experienced and financially sound Bidder to design, supply, erect, test and commission including operations and maintenance (O&M) for 20(Twenty) years from the date of commissioning of RTS Projects on the buildings and vacant ground identified by the Bidder(s) in the GANGMUL.

2.3 GANGMUL therefore hereby invites interested companies to participate in the bidding process for the selection of Successful Bidder for implementation of the RTS Project .

2.4 Total proposed allocated capacity of RTS Projects is 600 KWp . Additional capacity , above the proposed allocated capacity can be allowed in GANGMUL , subject to mutual consent between Successful Bidder and GANGMUL.

Regulatory Framework for RTS Projects in Rajasthan

2.5. RERC has issued "Regulation for Net Metering and Grid Connectivity" on 26th February, 2015. RESCO(s) installing RTS Projects shall be governed by the rules and regulations of Net Metering Regulations as notified by RERC and amended from time to time.

2.6. Net metering is a concept wherein the electricity generated from the RTS Project can be consumed by the

Project Owner/ Building Owner (as applicable) and in case of excess, it can be injected into the Distribution


Utility's grid. Further, in case of deficit generation from RTS Project compared to the electricity requirement of

the consumer, electricity can be drawn from the Distribution Utility's grid.

2.7. Rooftop Owner will inject the energy generated from RTS Project to the Discom(s) and get compensation as

per norms, if the net energy supplied to the Distribution Utility's grid by the RTS Project is more than the energy imported from the grid in a particular billing cycle, subject to terms and conditions defined in the Rajasthan Net Metering Regulations, 2015.

2.8. Standalone systems are not allowed under this scheme. The system shall be grid interactive based on Net-Metering arrangement to be eligible under this RfS.



SECTION 3: SCOPE OF WORK

The Scope of Work for the Successful Bidder (RESCO) shall include the following:

1. Identification and Due-Diligence of Sri Ganganagar zila dugdh utpadak sahkari sangh ltd, Hanumangarh
2. Entering into Power Purchase Agreement (PPA) with Rooftop Owner, valid for 20 (Twenty) years for supply of electricity generated from the RTS Project.
3. Design, supply, erection, testing and commissioning including O&M for 20 (Twenty) years from the date of commissioning of RTS Projects on the Buildings of GANGMUL
4. Interconnect the RTS Project with the Distribution Utility's grid for sale of excess electricity post consumption of the electricity generated from the RTS Project, by the Rooftop Owner.
5. Responsible for the Agreements such as Net Metering Inter-connection Agreement, entered into by the Rooftop Owner in pursuant to the RTS Project.
6. Responsible for taking all required Statutory, Regulatory, Commercial and Technical approvals in pursuant to RTS Project.
7. Performing other activities as part of this RfS or PPA or as decided mutually by the involved parties.

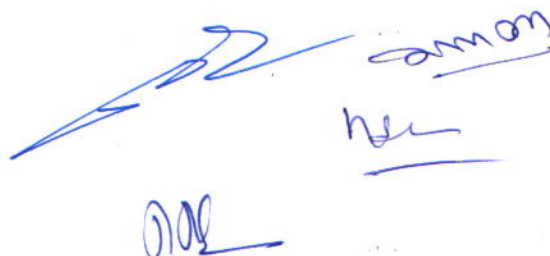
Buildings for RTS Projects.

8. **Successful Bidder** shall be responsible for identification of buildings and vacant ground in GANGMUL , Industrial Area, Hanumangarh JN 335512, Rajasthan. for implementation of RTS Projects.
9. **Successful Bidder** to ensure selection of such buildings where the probability of dismantling the RTS project for the lifetime is least to avoid risk of shifting of RTS Projects after its Commissioning.

Size of RTS Projects

1. The bidding process under this Rooftop scheme is for 600 KWp comprising of RESCO Model:

S. No.	Category	Proposed Capacity
1.	BUILDING ROOFTOPS	Minimum 300KWp
2.	VACANT LAND	Maximum 300KWp

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SECTION 4: ELIGIBILITY CRITERIA OF BIDDER

Eligibility Criteria

4.1 ESTABLISHMENT

The Bidder(s) shall either be a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment(s) (as per government laws). **Certificate of Registration should be enclosed**

OR

The Bidder(s) shall either be a body incorporated in India under the Limited Liability Partnership Act, 2008, a Subset of companies Act, 2003 and engaged in the business of Solar Power/Renewable Energy (RE). **Certificate of Registration should be enclosed**

OR

The Bidder(s) shall be a firm registered under partnership Act in India and engaged in the business of Solar Power/Renewable Energy (RE). **Certificate of Registration should be enclosed**

OR

The Bidder should be a firm registered as sole proprietor under Shop Act. A copy of certificate of TIN Number should be furnished along with the bid in support of above. **Certificate of Registration should be enclosed**

4.2 Financial Eligibility Criteria

- i. Bidders must have turnover of at least Rs. 2 Crore in any of last 03 (three) finance year's . The bidder shall submit audited annual account for last three years.



- ii. Bidders must meet the Financial Eligibility Criteria independently, as a Bidding Company can not use credentials of any Affiliate, Parent or Subsidiary Companies for meeting such Financial Eligibility Criteria.

4.3 Technical Eligibility Criteria

The Bidder(s) should have designed, installed, erected, commissioned of Grid connected Solar Photovoltaic Power Plant of at least Cumulative **500 KWp** (Five Hundred KWp) capacity prior to the Bid Submission Date. Bidding Company can not use credentials of any Affiliate, Parent or Subsidiary Companies for meeting such Technical Eligibility Criteria.

4.4 General Criteria

- i. Bidders should have valid PAN & GST registration.
(Photo copy/Scan copy should be upload in Technical Bid)
- ii. Bidders must not have been disqualified in any tender undertaken by any government or quasi-government authority in India.
- iii. Bidders must not have been debarred or blacklisted by any government or quasi-government authority in India.

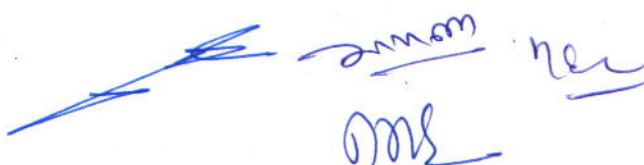
(in point no. ii & iii: such declaration should be provided by bidder on Non Judicial stamp Paper of Rs. 100/-)

If any Bidder's submitted information is found to be false declaration or misrepresentation, the Bidder's bid shall be out rightly rejected and the Bidder shall be debarred and blacklisted from GANGMUL's future tenders.

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SECTION 5 : GENERAL TERMS AND CONDITIONS

1. This RfS is not transferable.
2. All costs towards site visit and submission of document(s) etc. shall be borne by the Bidder(s) themselves.
3. The Bidder are informed that GANGMUL is neither under any obligation to select any Bidder, nor to give any reason for either qualifying or disqualifying any Bidder. GANGMUL is also not under any obligation to proceed with the Programmer or any part thereof.
4. At any time prior to opening of the Price Bid, GANGMUL either at its own initiative or in response to clarifications requested by a prospective Bidder, may modify the RfS by issuing an amendment. Such amendments shall be up loaded on the e-procurement website.
5. After opening of the Bid and till final selection of Successful Bidder, no correspondence of any type shall be entertained, unless called for by GANGMUL. Any type of uncalled for clarifications on prices and or rebates shall not be accepted and addressed by GANGMUL.
6. This is a zero deviation bidding process. Bidder shall ensure compliance with all the provisions of this RfS and submit their Bid accordingly. Bid with any deviation to the RfS shall be liable for rejection.
7. If a Bidder imposes conditions, which are in addition to/or in contravention with the conditions mentioned herein, its Bid is liable to be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the LoA issued by GANGMUL.
8. GANGMUL will review the Bid to determine whether the Bid is substantially responsive to the requirement of this RfS. Bid considered non-responsive shall be liable for rejection.
9. GANGMUL shall take up detailed evaluation of the responsive Bid only.
10. Bidder must quote the Price strictly in the manner as indicated in the price schedule, as per ANNEXURE-5, (ONLINE ONLY) failing which their Bid is liable for rejection.
11. Bidder(s) shall sign the Bid on each page as token of acceptance of all the terms and conditions and upload with the Bid along with the declaration as per ANNEXURE-2
12. The Bidders are required to study carefully the conditions of this RfS, the enclosed specifications and the relevant provisions of the relevant BIS/IEC/MNRE specifications, wherever necessary before submitting the Bid.
13. All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. All agreements and correspondence between the GANGMUL and the Bidders shall be in English language.
14. Any printed literature furnished by the Bidder may be in another language, provided that this literature is accompanied by an English translation, in which case, for the purpose of interpretation of the document, the English version shall prevail.
15. Bid Validity: Bid shall be valid for a period of 06 (Six) months from the last date of submission of the Bid, as specified in Bid Information Sheet. Bid with validity of less than 06 (Six) months from last date of submission of bid shall not be considered. The validity can be further extended with mutual consent of the Bidder(s) and GANGMUL.

The image shows three handwritten signatures in blue ink. The first signature on the left is a stylized, elongated mark. The middle signature appears to be 'anum' written above 'ms'. The signature on the right is a cursive 'ner'.

16. Earnest Money Deposit

The Bidder shall furnish EMD of Rs 100000 (One Lakh Only)*by way of DD/Bankers Cheque in favour of Managing, Director, Sri Ganganagar zila dugdh utpadak sahkari sangh ltd, payable at Hanumangarh & Rs. 4 Lakhs as security deposit by successful bidder by DD

17. Bid(s) without EMD or any change in applicable amount of EMD by RESCO(s) shall be rejected and treated as non-responsive by Gangmul. No interest will be paid on the amount of EMD.

18. EMD may be forfeited if.

- i. A Bidder withdraws its Bid before Bid validity,
- ii. A Bidder submits false information,
- iii. A Successful Bidder fails to sign the LOA within the stipulated time,
- iv. A Successful Bidder fails to furnish the applicable Security Deposit within stipulated time.

19. EMD shall be refunded to the unsuccessful Bidders after finalization of the Bid.

20. The Earnest Money (in case of successful bidders) may be utilized as part of Security Deposit if desired by the bidder.

21. The Earnest Money of successful tendered will be adjusted (if deposited as DD/Bankers Cheque) towards security deposit against order value at the time of LOA.

22. The tenderer may deposit balance amount of Security Deposit in the form of DD (if willing to adjust EMD in SD)

23. The RESCO can request GANGMUL for release of SD it shall be returned after ONE Year from the date of successful installation of last system with submission of commissioning certificate and after ascertaining satisfactory performance from GANGMUL for a period of One Year

24. GANGMUL at its sole discretion to cancel the Allocated Capacity and forfeit 100% (One Hundred percent) of EMD, in case Security Deposit is not submitted within scheduled time with signing of LOA. Part Security Deposit shall not be accepted.

25. Security Deposit shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee, as per ANNEXURE 8.

26. Right to Withdraw the RfS and to Reject any Bid

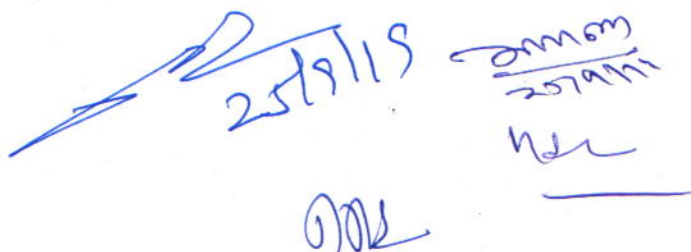
27.1 This RfS may be withdrawn or cancelled by GANGMUL at any time without assigning any reasons thereof. GANGMUL further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

28.2 GANGMUL reserves the right to interpret the Bid submitted by the Bidders in accordance with the provisions of this RfS and make its own judgment regarding the interpretation of the same. In this regard, GANGMUL shall have no liability towards any Bidder and no Bidder shall have any recourse to GANGMUL with respect to the selection process. GANGMUL shall evaluate the Bid(s) using the evaluation process specified in SECTION 8: BID EVALUATION AND IDENTIFICATION AND ALLOCATION OF WORK TO RESCO, at its sole discretion. GANGMUL's

Decision in this regard shall be final and binding on all the Bidders.

28.3 GANGMUL reserves its right to vary, modify, revise, amend or change any of the terms and conditions of this RfS before Bid Deadline. The decision regarding acceptance of the Bid by GANGMUL shall be full and final.

29.4 GANGMUL reserves its right to cancel any or all of the contracts/LOA from Bidder(s) at any time without assigning any reasons thereof and without incurring any liability on any account.

The block contains several handwritten signatures and dates in blue ink. On the left, there is a large, stylized signature. To its right, the date '25/9/15' is written. Further right, there is another signature with the date '25/9/15' written below it. At the bottom center, there is a signature that appears to be 'Gangmul'. To the right of this, there is another signature with a horizontal line underneath it.

SECTION – 6: SPECIAL CONDITIONS OF CONTRACT

Signing of PPA

1. RESCO(s) shall enter into PPA, as per the format attached in ANNEXURE-12 with GANGMUL for implementation and O&M of the RTS Project for 20 (Twenty) years at the Tariff determined through this RfS. RESCO and GANGMUL with their Mutual Consent may alter minor terms and conditions as suitable for implementation of Rooftop Project which does not affect the sole conditions of RfS Document.
2. PPA and all other agreements shall generally have reference to RfS No..... TN-..... for the capacity 600 KWp and all terms and conditions, technical specification and performance parameter in line with the RfS against which LoA has been issued.

Incorporation of a Project Company

3. RESCO(s) are allowed to incorporate a Project Company. The Bidder shall be responsible to get all clearances required/obtained in the name of the Bidder(s) transferred in the name of the Project Company.

Forfeiture of security deposit

4. If Project not completed within the time line or extended period (if any), 100% of the Security Deposit shall be forfeited and contract agreement shall deemed to be terminated with immediate effect.
 - a.) Only Two month will be extension period depending on conditions after this Rs. 3000/- penalty will imposed per day which will be detected from performance bond.

Liquidated Damages

5. RESCO(s) shall install the RTS Projects for the capacity allocated in LoA as per the technical specifications given in ANNEXURE-22 of this RfS and timelines specified under Section -9
6. On successful installation of the RTS Projects, Installation Certificate shall be issued to RESCO(s).
7. In case of delay in commissioning of the Allocated Capacity beyond Project Timelines, considering extension if any, RESCO(s) shall be liable to pay Liquidated Damages.
8. The authorization for installing the RTS Project can be repudiated at any time by GANGMUL, if the systems are not installed to its satisfaction. The reasons for repudiation shall be recorded by GANGMUL. In case of non-performance in any form and shape of the terms and conditions of the Agreement, the MD, GANGMUL, Hanumangarh, Rajasthan has the power to cancel the authorization pertaining to the supply and installation of systems.

Grid Connectivity and Metering

10. Metering and Grid Connectivity of the RTS Project as per this RfS shall be the responsibility of the RESCO(s) in accordance with the GANGMUL Net Metering Regulations, 2015 or as amended from time to time.
11. RESCO(s) shall be responsible for obtaining required approvals and clearances for connectivity of the RTS Project(s) with the Distribution Utility's grid. Distribution Utility will issue a consent letter to RESCO(s) for inter-connecting the RTS Project with its grid.
12. The Rooftop Owner shall apply to Distribution Utility for Inter-connection of the RTS Project with its grid as per ANNEXURE-23.
13. The RESCO(s) shall pay Application fee as per Net-Metering Guidelines.
14. Distribution Utility shall acknowledge the receipt of application received from GANGMUL the as per ANNEXURE-24.
15. RESCO(s) shall bear the entire cost of metering arrangement provided including its accessories. Any applicable charges towards installation of RTS Projects shall be paid to the Distribution Utility or any other agency by RESCO(s).

16. The installation of meters including Current Transformer (CT) and Potential Transformer (PT), wherever applicable, shall be carried out by RESCO(s) as per the procedures of the Distribution Utility with its permission

17. Gangmul and Distribution Utility shall enter into Net-Metering Interconnection Agreement as per ANNEXURE-25.

Project Commissioning by RESCO(s)

18. Application for Commissioning Certificate:

When RESCO(s) fulfill all of its obligations, it shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall issue to RESCO(s) the Completion Certificate within 7 (Seven) days after receiving an application from GANGMUL (which shall be provided to rooftop owner by the RESCO), after verifying the completion documents and satisfying itself that the work has been completed in accordance with and as set out in this RfS.

19. Project Completion Report (PCR)

RESCO(s) shall submit the Project Completion Report (PCR) in soft copy and as well as in Hard copy after Commissioning of the RTS Project as per the scope of this RfS to GANGMUL, in the prescribed format attached in ANNEXURE14. Non submission of the PCR shall be considered as "Breach of Contract" and shall attract punitive actions as per the relevant provisions of the RfS.

20. Delay attributable to Rooftop Owner

20.1 The Rooftop Owner shall intimate the RESCO for relocation of the RTS Project due to reasons attributable to Rooftop Owner, such as, construction work on rooftop, ownership transfer, and relocation of Rooftop Owner.

20.2 RESCO shall undertake feasibility study to assess if the roof can be utilized for relocating the RTS Project.

20.3 It is the onus of the Rooftop Owner to provide the alternate rooftop to the RESCO in case of need for relocating the RTS Project post commissioning. In such cases when the Rooftop Owner is unable to provide the rooftop to RESCO, it shall be compensated by the Rooftop Owner in the following manner:

a) *Cost of dismantling and Cost of Re-installing of RTS Project at the rate of Rs.2/Wp.*

20.4 In such cases when the Rooftop Owner is able to provide the rooftop to RESCO for a part/entire of the capacity commissioned on the said rooftop (reinstalled Allocated Capacity), it shall be compensated by the Rooftop Owner in the following manner:

1. *Cost of dismantling and Cost of Re-installing of RTS Project at the rate of Rs. 2/Wp for the capacity relocated to the alternate rooftop.*

20.5 Rooftop Owner shall pay the compensation to RESCO equal to the amount derived as per the mechanism under the clause 20.3 or 20.4 within 90 (Ninety) days of relocation of the RTS Project(s).

21. If the RESCO(s) is unable to generate electricity for more than 3 (Three) months or is intimated by the GANGMUL of disruption for the period of 3 (Three) months or more, RESCO(s) shall be allowed to terminate the Service Level Agreement with the Rooftop Owner, after giving 30 (Thirty) days of prior intimation.

22. Type and Quality of Materials and Workmanship

22.1 The design, supply, erection, testing, commissioning and performance of the equipment shall be in accordance with relevant appropriate IEC/ Indian Standards as detailed in this RfS (Technical specifications in ANNEXURE-22. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

22.2 Any equipment which has not been specifically mentioned in this RfS but which are necessary for the design, supply, erection, testing, commissioning and performance or completeness of the RTS Project shall be provided by the RESCO(s) without any extra cost and within the time schedule for efficient and smooth O&M of the RTS Project.

23. Project Operation

RESCO(s) shall be allowed to generate and supply electricity to the GANGMUL post commissioning of the RTS Project.

24. Invoicing by RESCO

24.1 RESCO(s) shall raise an invoice on monthly basis with details of number of units supplied on the basis of Solar Meter Reading during the month to the GANGMUL and applicable tariff (as approved under this Rf process), as per ANNEXURE-17.

24.2 The GANGMUL shall pay the Invoice amount within 30 (Thirty) days from the date of Invoice. After 30 (Thirty) days, interest at the rate of 1.0% 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 shall be levied over and above the outstanding Invoice amount.

25. Project Performance Report (PPR)

25.1 RESCO(s) shall submit Yearly PPR mandatorily to Gangmul as specified in format attached in ANNEXURE-16. Non submission of the PPR shall be considered as "Breach of Contract" and shall attract punitive actions as per the relevant provisions of the RfS.

25.2 RESCO(s) shall ensure efficient O&M for 20 (Twenty) years from the date of commissioning of the RTS Project.

26. O&M Guidelines to be followed by RESCO(s)

26.1 The RESCO(s) shall be responsible for all the required activities for successful O&M of the RTS Project for a period of 20 (Twenty) years from the date of commissioning of the RTS Project.

26.2 O&M of the RTS Project shall be in compliant with the requirements specified in this RfS as per PPA.

26.3 RESCO(s) shall depute qualified and experienced engineer/technicians till the O&M period at the Project site, if required

26.4 RESCO(s) shall perform periodic cleaning of solar modules, or as and when required

26.5 RESCO(s) shall coordinate with GANGMUL as per the requirement for Joint Metering Reading (JMR). The representative of RESCO(s) shall take JMR in presence of GANGMUL on a monthly basis. RESCO(s) shall furnish generation data (JMR) each month to Gangmul positively within first 15 (Fifteen) days of the following month.

26.6 RESCO(s) shall undertake online performance monitoring, controlling, troubleshooting, maintaining of logs and records. A maintenance record register shall be maintained by RESCO(s) with effect from commissioning to

record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.

26.7 For any issues related to O&M, the GANGMUL shall intimate RESCO(s) to resolve the issue within 7 (Seven) days. If not attended within the stipulated time, a complaint may be raised to GANGMUL, pursuant to which, a penalty of Rs. 10,000 (Rupees Ten Thousand Only) or more may be imposed on RESCO(s).

26.8 If any jobs covered in O&M scope as per this RfS are not carried out by the RESCO(s) during the O&M period, the Engineer-In-Charge shall take appropriate action as deemed fit. GANGMUL reserves the right to make surprise

checks/inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the RESCO(s).

26.9 Failure to adhere to above instructions will result in penal action including debarring from participating in next Bid.

27. Breach of Conditions of RfS

27.1 In the event of breach of any of the conditions of the Agreement any time on the part of the RESCO(s), the Agreement may be terminated summarily by Managing Director, GANGMUL, Hanumangarh, Rajasthan without compensation to the RESCO(s) and SD Deposited by the RESCO(S) will be forfeited.

28. Insurance

28.1 RESCO(s) 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 PPA. Before commencement of the work, the RESCO(s) shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the PPA. Liquidation, death, bankruptcy etc., shall be the responsibility of the RESCO(s).

28.2 RESCO(s) shall be responsible for safe usage of rooftop available and any of the work of RESCO(s) shall not degrade the rooftop, for example, puncture to an extent of affecting the strength of the rooftop. RESCO(s) shall be liable for penalty in case of any misuse of the available rooftop.

29. Tax Exemptions

29.1 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 department of Government of India or Government of

Rajasthan, as applicable, by the Bidder. Gangmul in no case will be responsible for providing any tax exemptions to the Bidder.

30. Deductions of the Quoted Price

30.1 All costs, damages or expenses which GANGMUL may have paid or incurred, which under the provisions of the Agreement, RESCO(s) are liable/shall be liable, for compensation to GANGMUL. All such claims shall be billed by the

GANGMUL to the RESCO(s) within 15 (Fifteen) days of the receipt of the payment request and if not paid by RESCO(s) within the said period, the GANGMUL may, then, deduct the amount from any money due or becoming due to RESCO under the Agreement or may be recovered by actions of law or otherwise, if RESCO(s) fails to satisfy the GANGMUL of such claims.

31. Corrupt or Fraudulent Practices

31.1 The GANGMUL requires that RESCO(s) shall follow the highest standards of ethics during the execution of scope of work, as defined in this RfS. In pursuance of this RfS, GANGMUL

31.1.1 Defines, for the purposes of this provision, the terms set forth as follows:

- 1) "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
- 2) "fraudulent practice" means a misrepresentation of facts in order to influence the Bid process or the execution of an Agreement to the detriment of the GANGMUL /Government 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 GANGMUL of the benefits of free and open competition;

31.1.2 Will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a Government 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/ GANGMUL schemes.

32. Debarred from Participating in GANGMUL's Bid

32.1 GANGMUL reserves the right to carry out the performance review of each of the RESCO(s) from the time of submission of Bid. In case it is observed that a RESCO(S) has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RfS, such RESCO(s) may be debarred from participating in GANGMUL's any future Bid for a period as decided by the MD, GANGMUL.

33. Applicable Law

33.1 This RfS shall be interpreted in accordance with the laws of the Union of India.

34. Settlement of Dispute

34.1 If any question is raised or issue arises between the GANGMUL and RESCO(s), and matter is taken to in Arbitration Chairman of Sangh or person nominated by him shall be the sole arbitrator and decision given by him such an eventually shall be final and binding on both the parties to the contract., GANGMUL shall not be responsible in any manner and shall not be made a party in it.

34.2 Legal proceedings, if any, arising out of this RfS shall have to be lodged in courts situated in Hanumangarh, Rajasthan only

34.3 If any dispute of any kind whatsoever arises between Gangmul and RESCO(s) in connection with or arising out of this RfS including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

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

35. Force Majeure

35.1 For purpose of this clause, "Force Majeure" means an event beyond the control of the RESCO(s) and not involving the RESCO'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, it shall be decided by GANGMUL and its decision shall be final and binding on the RESCO(s) and all other concerned parties.

35.2 If a force majeure situation arises, the RESCO(s) shall notify GANGMUL in writing promptly, not later than 14 (Fourteen) days from the date such situation arises. RESCO(s) shall notify Gangmul not later than 3 (Three) days of cessation of force majeure conditions. After examining the cases, Gangmul shall decide and grant suitable additional time for the completion of the work, if required.

36. Grievance Redressal Mechanism

36.1 In case any Bidder is aggrieved against decision or action of any agency involved in the Bidding process, can take appropriate actions as defined in ANNEXURE-19.

37. Miscellaneous Conditions

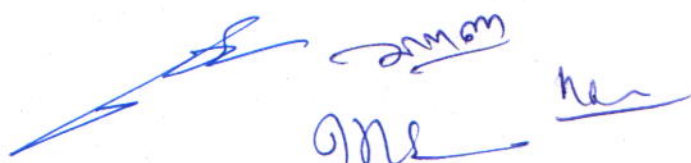
37.1 The GANGMUL shall allow easy access to the Authorized Representative and/or to the person(s) authorized by the Authorized Representative of RESCO(s) for:

S. No.	Activities
1	Site inspection for shadow free rooftop area available
2	Site Inspection for assessing the structural requirements for installation of the Project
3	Designing of layout for installation of the RTS Project,
4	Carrying component and equipment to the rooftop of the Building,
5	Installation of the Project including civil works,
6	Erection and Testing of components,
7	Commissioning of the Project,
8	Inter-connection of the Project with Grid,
9	O&M of the Project,
10	Regular meter reading
11	Resolution of complaints,
12	Any other work as may be necessary for efficient O&M of the Project

37.2 RESCO(s) shall not transfer, assign or sublet the work under this RfS or any substantial part thereof to any other party without the prior consent of GANGMUL in writing.

37.3 RESCO(s) or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of GANGMUL.

37.4 RESCO(s) or its subcontractors shall not make any other use of any of the documents or information of this RfS, except for the purposes of performing as per this RfS.



execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by GANGMUL after obtaining proper legal advice, the cost of which will be chargeable to the concerned RESCO(s).

38. Successors and Assignees

38.1 In case GANGMUL or RESCO(s) undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization and this RfS is assigned to any entity(ies) partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor entities and shall continue to remain valid with respect to obligation of the successor entities.

39. Severability

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

40. Rights and Remedies only for the Parties

40.1 This RfS is not intended and shall not be construed to confer on any person other than the GANGMUL and RESCO(s) hereto, any rights and/or remedies herein.

41. Other

41.1 IF: (A)

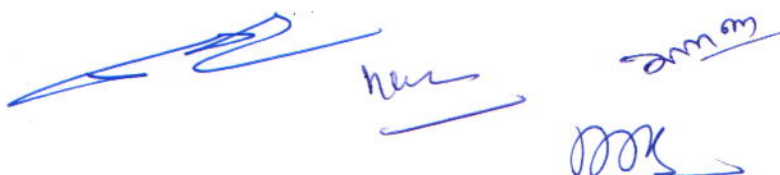
- (i) Any bidder after qualifying for opening of financial bid withdraws from the procurement process, GANGMUL will forfeit the deposited amount as EMD of the bidder with GANGMUL and take action for debarring and blacklisting of firm.
- (ii) Any bidder after opening of financial bids and deciding L-1 withdraws from the procurement process, GANGMUL will forfeit the deposited amount as EMD of the bidder with Gangmul and take action for debarring and blacklisting of firm.
- (iii) Any bidder after deciding and matching L-1 withdraws from the procurement process, GANGMUL will forfeit the deposited amount as EMD of the bidder with GANGMUL and take action for debarring and blacklisting of the firm.
- (iv) Any bidder after award of work fails to provide procurement contract, any other in terms of the bidding documents, GANGMUL will forfeit the deposited amount as EMD of the bidder with GANGMUL and take action for debarring and blacklisting of the firm.

41.2 IF: (B)

When a tenderer is unable to complete the work within the specified or extended period. It will be treated as breach of contract and it will cause of forfeit security deposit against total awarded quantity under contract and GANGMUL will take action for debarring and blacklisting of firm. Further be punished with the fine which maybe extend to Twenty five lacs rupees or Ten Percent of assessed value of total procurement whichever is less and MD, GANGMUL shall be entitled to award the work to other tenderer/agency without notice to the tenderer but on his (i.e. tenderer's) account and risk, the goods or any part thereof which the tenderer has failed to complete or if not available, the best and nearest available substitute thereof, or to cancel the contract of such work. In such situation, tenderer shall be liable for any loss or damage which GANGMUL may sustain by reasons of such failure on the part of the tenderer also. But the tenderer shall not be entitled to any gain on such work got done against defaults. The recovery of such loss or damages shall be made from any sum due to the tenderer under this or any other contract with the Corporation. If recovery is not possible from the bill and the tenderer fails to pay the loss or damages within one month, the recovery shall be made as per rules of law for the same.

41.3 General Terms & Conditions:

1. Bidder should be responsible for his labours (working at solar power plant) salary, PF, ESI & other any as per government rules. Gangmul will be not responsible for any such type of legal matters.



2. According to the Employees Provident Fund Act, the contractor / agency will be fully responsible for the recovery of any interest in respect of the employees working in the present and future and the information of such recovery if the provident fund department in the contract period or later If found, the union will be free to resort to the legal process for the said recovery, the contractor / Even after the end of the contract period, the contractor will have to inspect the records of the contractor / agency in the event of inspection of the contract period by the ESI and PF department, if any responsibility is formed on the basis of such inspection To be borne by the contractor / agency
3. If any employee of power producer found involved in theft/any losses case of gangmul property/products twenty times penalty will be imposed on power producer as per Gangmul Law. Also gate entry will ban of concern person.
4. Power Producer will become nominal member of Gangmul after deposit Rs. 100/-

42. Correspondence

42.1 The Bidder(s) requiring any Technical clarification of the Bid documents may contact in writing or by Fax /E-mail. Verbal clarifications and information given by the GANGMUL or its employees or its Representatives shall not be in any way entertained

SECTION 7 : BID SUBMISSION AND BID OPENING

1. The Bidder(s) must fill up all the information clearly as per this RfS and attach all required documents in support.
2. The Bidder(s) shall submit all the required information along with the Bid prior to the Bid Deadline, failing which Bid will be treated as non-responsive.
3. If supporting documents (Self attested) are not attached for each Minimum Technical Eligibility Criteria (Technical, Financial and other) specified in SECTION-4, the Bid shall be rejected without further reference

4. BID SUBMISSION

a. Submission of Envelope (in Physical Form) should be reached at the office of MD, GANGMUL , Hanumangharh .

S.No.	Details required	Details of Attachment
1	Cost of Bid: Rs. 10000/-	DD/Banker's Cheque No.: Date: Amount: In favor of Managing Director, Sri Ganganagar Zila Dugdh Utpadak Sahakari Sangh Ltd., Hanumangharh payable at Hanumangharh
2	e-procCharges: Rs. 1000/-	DD/Banker's Cheque No.: Date: Amount: In favor of Managing Director, RISL payable at Jaipur.
3	EMD: Rs. 1 Lakh	DD/Banker's Cheque/Bank Guarantee: Date: Amount: In favor of Managing Director, Sri Ganganagar Zila

b. Online submission of BID :

(i) First the COVER-1 containing scanned copies of DD's/Banker's cheque of (a) Tender Cost, (b) RISL e-proc charges and (c) EMD (May be in form of BG) Shall be opened and checked for confirming the eligibility for opening cover-2 i.e-Technical bid.

(ii) Then COVER-2 (i.e-Technical bid) shall be opened of those bidders who Confirms as per 4(a) and b (i). The evaluation of techno-commercial bid will be done & E-Price bid (i.e. Cover-3 through e-procurement ONLY) of those bidders will be opened, who are found technically eligible and qualified.

(Check list for Technical evaluation)

Technical Bid for Bidder(s) in COVER -2

S.No.	Details Required	Details of Attachment	Page No. of self-attested attached document
1	Complete Bid Document (Duly signed on each and every page in confirmation of acceptance of Terms and Condition of Bid) along with the declaration as per ANNEXURE 2&4.		
2	As per Section 4 (1) (A copy of certificate/registration document should be furnished along with the Bid in support of above.)		
3	As per Section 4 (2) The Bidder(s) shall have experience of commissioning at least 500 (Five Hundred) kWp Grid connected Solar Photovoltaic Power Project(s) prior to the Bid Submission Date. The details of the Project(s) executed shall be listed in Owners towards the satisfactory installation and functioning of the Project(s) should be furnished by the Bidder(s).		
4	As per Section 4 (3) The Bidder(s) shall have financial capability to take up the proposed work to be supported by Audited Annual Accounts for last 03 (Three) Financial Years (FY).The Bidder(s) shall have a minimum Average Annual Turnover of Rs. 5.00 Crore (Rupees Five Crores Only) for last 03 (Three) Financial years. In case Audited Accounts are not available for last FY, the Bidder(s) shall submit		

	Provisional Annual Accounts for the last FY duly authorized by Board of Directors of the Bidder(s), subject to submission of Audited Annual Accounts for last FY as and when available.		
5	As per Section 4 (4) Bidder(s) shall furnish valid Pan no./GST no. Registration certificate		
6	Authorization Certificate/Consortium Agreement (If the Bid is submitted by the any authorized person/firm/agent/Consortium firm on behalf of original Bidder)		
7	Others - Certificates in support of clarification of technical requirements (if Any)		

COVER- 3: Price bids through e-procurement (ONLY) as per ANNEXURE -5

NOTE: Submission of price in cover-2 will be considered disqualification and such bids will be finally rejected in technical evaluation and cover-3 of such bids will not be opened.

Note:

1. The information in the above tables shall be filled properly.
2. If any document(s) submitted in support of above parameters found false, the Bid(s) shall be disqualified and EMD shall be forfeited and the Bidder(s) shall be blacklisted.
3. Cutting in Bid(s) shall be verified by the signature with seal on every attempt and overwriting is not allowed.

BID OPENING

(A) Opening of Envelope-I

Envelope containing DD/Banker's Cheque of Tender Cost, E-tendering fee and DD/Banker's cheque /BG of EMD of required amount will be opened and checked for conforming eligibility for opening of online Bid. Online Bid will be opened for those bidders who's Envelope -I are received at the office of the MD GANGMUL, Hanumangarh upto the given time scheduled and found eligible.

(B) Opening of online Bid:

Step-1: Cover-1 shall be opened and checked for conforming ENVELOPE-I to the eligibility for opening cover-2 i.e. Technical Bid.

Step-2: Cover-2 (i.e. Technical Bid) shall be opened and evaluated for the Bidder(s) eligibility for opening cover-3 i.e. Financial Bid.

Step-3: Cover-3 (i.e. Price Bid) submitted through e-tendering only of those Bidder(s) will be opened who are found technically eligible and qualified under

Step 2 above. The basis of evaluation shall be the Levelized Tariff quoted in the Price Bid as per the format attached in ANNEXURE-5. The Bidder(s) are required to quote Levelized Tariff on firm basis and no price variation on any account shall be considered.

SECTION 8: BID EVALUATION AND IDENTIFICATION AND ALLOCATION OF WORK TO RESCO

Bid Examination

- 1) Bidder(s) shall carefully examine the Technical Specification, terms and conditions, and other details relating to this RfS.
- 2) The Bidder(s) shall be deemed to have examined this RfS including the Annexures/ Formats etc., and to have obtained information on all matters whatsoever that might affect it to execute the RTS Project and to have satisfied itself as to the adequacy of its Bid. The Bidder(s) shall be deemed to have known the scope of work, nature and magnitude of the requirements of material and labour involved, etc. and as to all supplies it has to complete in accordance with this RfS.
- 3) The Bidder(s) is expected to have completed all possible Technical, Commercial, Policy, Regulatory and Statutory due-diligence prior to submitting its bid in pursuant to this RfS.
- 4) The Bidder(s) is advised to submit Bid(s) on the basis of conditions stipulated in this RfS. The Bidder's standard terms and conditions, if any, shall not be considered. The cancellation/alteration/amendment/modification in this RfS shall not be accepted by GANGMUL.
- 5) Bid(s) not submitted as per the instructions to the Bidder(s) are liable to be rejected. Bid(s) shall confirm in all respects with requirements and conditions referred in this RfS.
- 6) GANGMUL at its own discretion has the right to reject any or all the Bids without assigning any reason whatsoever.

Criteria for Selection of Bidder(s)

- 7) The work shall be allocated to the Successful Bidder(s) based on the lowest Price Bid quoted.
- 8) The Price Bid shall take into consideration all the costs related to the scope of work mentioned under Section-3
- 9) The Bidder(s) shall quote for the entire scope of work on a "single responsibility" basis such that the total Price Bid shall cover the obligations mentioned in this RfS in respect of design, supply, erection, testing and commissioning including O&M for a period of 20 (Twenty) years from the date of commissioning of the RTS Project.
- 10) The Bidder(s) shall furnish Price Bid in terms of fixed Levelized Tariff for 20 (Twenty) years including all taxes and duties, insurance, etc.
- 11) No price escalation on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax, electricity duty or duty levied in respect of the systems authorized to be installed, shall be applicable.
- 12) The Levelized Tariff Discovered will be firmed and fixed for 20 years including all taxes and duties, insurance, etc., irrespective of its actual cost of execution of the RTS Project(s).
- 13) No escalation over and above the quoted price will be granted to the Bidder(s), on any reason whatsoever during the Contract period.

Process of Selection of Bidder

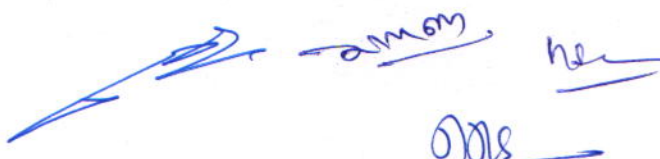
- 14) Price Bid shall be opened and evaluated for the technically qualified bidder(s), as per Section 7 and 8 of this RfS.
- 15) Based on the Price Bid(s) quoted by the Bidder(s), GANGMUL shall arrange the Price Bids in the ascending order i.e. L1, L2, L3...Ln etc.
- 16) The bidder with the lowest quote value shall be declared as L1.
- 17) The work will be awarded only L1.

18) If More than One bidder found same lowest rates as L-1, bidders with Sound financial Net worth will be given preference for selection.

Notification of RESCO(s)

19) The name of the RESCO(s) shall be notified indicating the allocated work & offered price on GANGMUL website www.sriganganagarmilkunion.com and shall also be notified individually by issuing LoA.

Issuance of LoA



20) GANGMUL shall notify the Successful Bidder(s) as per clause 24). Successful Bidder shall acknowledge the receipt of LoA and return duplicate copy with signature of the Authorized Signatory of the Successful Bidder to the GANGMUL within 7 (Seven) days of issuance of LoA. Successful Bidder(s) shall be referred as RESCO after signing of LoA.

21) If the Successful Bidder(s), to whom LoA has been issued, does not fulfill any of the conditions specified in this RfS, GANGMUL reserves the right to annul/cancel the award of the LoA of such Successful Bidder.

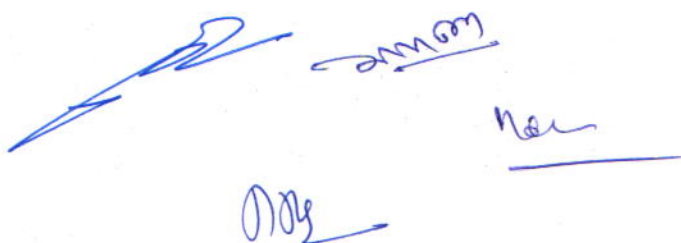
SECTION – 9 COMPLETION PERIOD

RESCO(s) shall install the RTS Projects for the capacity mentioned in LoA as per the technical specifications given in ANNEXURE- 22 of this RfS within completion period of SIX MONTHS.

SECTION 10 : STEPS TO TAKE UP THE WORK

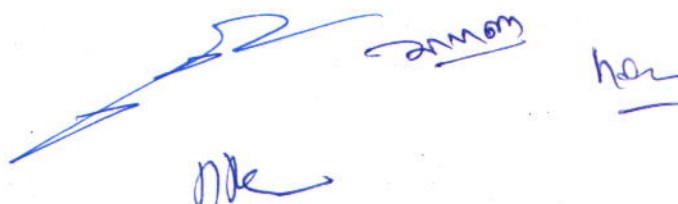
Although the procedure of taking up work to complete as per requirement has already described in the RfS, in order to provide guidelines at a glance further, the steps to take up work under this programme are summarised as under

Step-1	Successful Bidders shall be issued LoA by GANGMUL indicating the Capacity and the applicable Levelized Tariff.
Step-2	RESCO(s) shall enter into Power Purchase Agreement (PPA) with GANGMUL for implementation and O&M of the RTS Project for 20 (Twenty) years at the Levelized Tariff determined through this RfS process. RESCO to ensure selection of such buildings where the probability or dismantling the RTS project for the lifetime of the project will be least.
Step-3	RESCO(s) shall initiate the process of designing of the RTS Project and other subsequent activities of supply of material, erection, etc.
Step-4	RESCO(s) shall complete the work of civil work, erection, testing and Commissioning of the RTS Project and report to concerned Project officer/Project Manager, GANGMUL for verification.
Step-5	RESCO(s) shall approach Distribution Utility for interconnecting the RTS Project with the grid
Step-6	RESCO(s) shall facilitate tests as per Distribution Utility's requirement for interconnection of RTS Project with the grid.
Step-7	RESCO(s) shall commission the RTS Project and initiate supply of electricity from it.
Step-8	RESCO(s) shall submit Monthly Project Performance Report to GANGMUL
Step-9	RESCO(s) shall undertake Joint Meter Reading with GANGMUL for electricity supplied to latter's system
Step-10	RESCO(s) shall ensure service of the RTS Project and take responsibility of all the Agreements entered into by the GANGMUL in pursuant to the RTS Project

The block contains several handwritten signatures and initials in blue ink. There is a large, stylized signature on the left, a signature that appears to be 'amom' in the center, and another signature on the right. Below these, there are some initials, including one that looks like 'Dag'.

LIST OF ANNEXURES

Annexure No	Brief Details of Annexure	Page No
1	Brief details of the Bidder	28
2	Declaration by the Bidder regarding qualifications	29
3	Schedule of Experience (Installation)	30
4	Details of after sale service centres existing/proposed in the state of Rajasthan	31
5	Price Bid	31
6	Bid Form	32
7	Format for EMD	
8	Format for Security Deposit	
9	Power of Attorney	33
10	Undertaking to be Submitted by RESCO	
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13	Format for Installation Certificate	69
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22	Technical Specifications	80-90
23	Application for Net Metering and Grid Connectivity of RTS Project	91
24	Net-Metering Application Acknowledgment	92
25	Net-Metering Inter-connection Agreement	

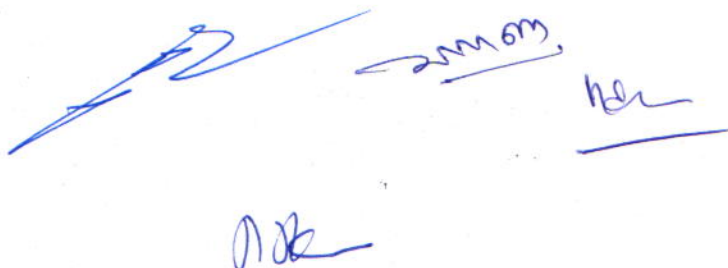


ANNEXURE 1: BRIEF DETAILS OF THE BIDDER

The brief details of the Bidder shall be filled in as under:

S. No.	Particulars	Details
1.	Name of the Company	
2.	Registered Office Address	
3.	Date of Registration	
4.	Details of Products(s) being manufactured at their own	
5.	Name of Directors of the company (at least Two directors with email IDs and contact number)	
6.	Year from which firm is in business in Solar Power/Renewable Energy	
7.	Major Area (Name of States) of working remained till date	
8.	Technical Officers/Engineers and other officers/officials working in the company	(1) Technical Persons Nos..... (2) Other Officers/Officials Nos.....
9.	The person authorized by the Bidder for work of Rooftop solar Photovoltaic Power projects in Rajasthan	
10.	Whether the Company has valid GST Registration Number (PAN/TAN)	
11.	PAN number (enclosed a copy)	
12.	Bank Account Details	
13.	MNRE registration certificate (if the bidder is registered with MNRE)	Yes / No

SIGNATURE OF AUTHORISED SIGNATORY WITH SEAL



ANNEXURE 2: DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

In relation to my/our Bid submitted to _____ for work in response to their RfS No _____ dated _____ I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the RfS issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RfS;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of 2(Two) years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

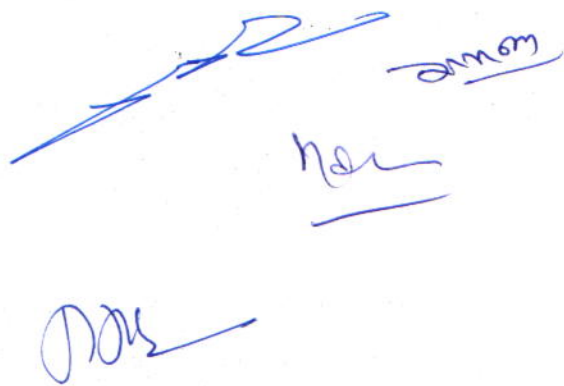
SIGNATURE and SEAL OF BIDDER

Date:

Name :

Designation:

Address:



ANNEXURE 3: SCHEDULE OF EXPERIENCE FOR GRID CONNECTED SOLAR PV PROJECTS

(To be submitted on the letterhead of Bidding Company)

To,
M.D
GANGMUL,
Hanumangarh
Rajasthan

Dear Sir,

Sub: Bid for Implementation of Solar Plant

Ref : Clause of Part II of RfS No. Dated

We submit our Bid for the total capacity of 600KWp , for which details of our Technical Eligibility Criteria Requirements are as follows.

Offtaker Name	Location	Plant Capacity	Commissioning month & Year*
1.....			
[Add Rows as needed]			

We have attached the following as proof of the same [Strike out whichever is not applicable]
- Commissioning Certificates

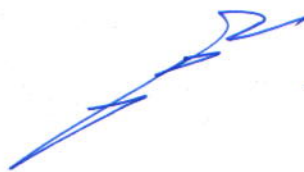



Yours faithfully

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

Name:

Date:

Place:

ANNEXURE : 4 to be designed.....

ANNEXURE: 5 PRICE BID

Tender Inviting Authority: Managing Director, Sriganganagar Zila Dugdh Utpadak Sahakari Sangh Ltd., Hanumangarh			
Name of Work: Design , Supply, Erection , Testing, Commissioning and Operation and Maintenance for 20 years of Grid Connected Rooftop Photovoltaic Power Project On Rooftop And Vacant Ground			
Contact no. NIT No.			
Bidder Name			
Price Schedule			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the Bidder Name and Values only)			
Sr. No.	Item Description	Fixed Tarrif (Rs./KWh) Rs. P	Fixed Tarrif (Rs./KWh) in words
1	2	3	4
1	Design , Supply, Erection , Testing, Commissioning and Operation and Maintenance for 20 years of Grid Connected Rooftop Photovoltaic Power Project On Rooftop And Vacant Ground at Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited, Hanumangarh, Rajasthan		
Quoted Rate in words			INR Zero Only

Note: This information should be filled on-line only on e-procurement site as per procedure

[Handwritten signatures and marks]

ANNEXURE 6: BID APPLICATION FORM

The Managing Director

Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited

(GANGMUL), Industrial Area, Hanumangarh JN- 335512, Rajasthan

1. Subject: RfS for Design, Supply, Erection, Testing, Commissioning and Operation and Maintenance for 20 years of Grid Connected Rooftop Photovoltaic Power Project On Rooftop And Vacant Ground
2. Name and full postal address, contact Number and Email of the Bidder submitting the Bid:
3. To be addressed to
The Managing Director.
Shri Ganganagar Zila Dugdh Utpadak Sahkari Sang Limited
(GANGMUL), Industrial Area, Hanumangarh JN- 335512, Rajasthan
4. Reference (RfS No):
5. The fee as per RfS has been submitted/ deposited as under:

S.No.	Details	Amount	CR No./ DD No.
1.	Cost of Bid: in favour of Managing Director, Sri Ganganagar Zila Dugdh Utpadak Sahkari Sangh Ltd., Hanumangarh payable at Hanumangarh	Rs. 10000/-	
2.	e-proc Charges: in favour of Managing Director, RISL, payable at Jaipur	Rs.1000/-	
3.	EMD in favour of Managing Director, Sri Ganganagar Zila Dugdh Utpadak Sahkari Sangh Ltd., Hanumangarh, Hanumangarh	Rs. 1 Lakh	

6. We agree to abide by all the conditions as mentioned in RfS No.:TN.....

Dated..... issued by the Managing Director, GANGMUL, Hanumangarh and (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

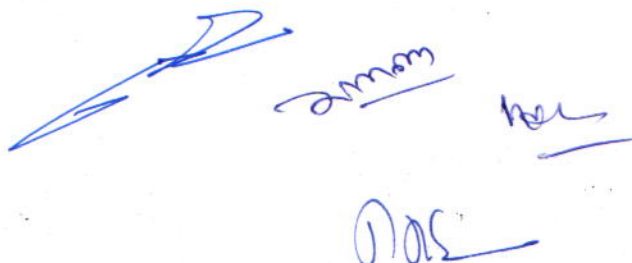
7. The Costs/Rates for the installation, commissioning, operations and maintenance thereof are given in the schedule of prices attached herewith.

8. Work will be completed within period / schedule.

9. The rates quoted are valid upto 6 (Six) months from the date of opening of the Price Bid. The period can be extended with mutual consent.

10. Income tax clearance certificate from the income tax office of the circle concerned sales tax registration certificate No. and sales tax clearance certificate from the Sales Tax /Commercial Taxation officer concerned are submitted herewith.

SIGNATURE and SEAL OF BIDDER



ANNEXURE 9: 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 Bidder in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We _____ (name and address of the registered office of the Bidder, as applicable) do hereby constitute, appoint and authorize Mr./Ms.

_____ (name and 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 Photovoltaic Power Project based on Net metering arrangement in Rajasthan in response to the RfS No. _____ dated _____ issued by Rajasthan Renewable Energy Corporation Limited (GANGMUL), Jaipur 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 GANGMUL may require us to submit. The aforesaid Attorney is further authorized for making representations to the GANGMUL and providing information/responses to GANGMUL, Hanumangarh representing us in all matters before GANGMUL and generally dealing with GANGMUL,

Hanumangarh in all matters in connection with 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 executants company)

Through the hand of

Mr./Ms. _____

Duly authorized by the Board to issue such Power of Attorney

Dated this _____ day of _____ 201

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

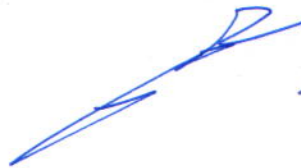



(Signature of the executants)

ANNEXURE 12

POWER PURCHASE AGREEMENT (PPA)

FOR

**DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND
COMMISSIONING INCLUDING WARRANTY, OPERATION &
MAINTENANCE OF 600 KWp GRID-CONNECTED ROOF-TOP SOLAR
PHOTOVOLTAIC POWERPLANTS IN RESCO MODEL**

This Power Purchase Agreement (PPA) is executed on _____ 2019 at _____,
between

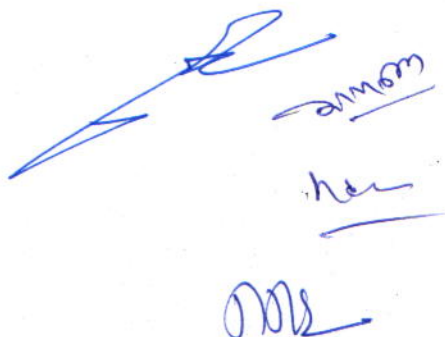
_____(hereinafter referred to as "**Purchaser**"), represented by
_____, having designation _____,

AND

_____(CIN No. _____), a company incorporated under the
Companies Act, _____ having its registered office at _____ (hereinafter referred
to as "**Power Producer**" which expression shall, unless repugnant to the meaning or context
hereof, be deemed to include its successors and assigns). The Purchaser and Power Producer
are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Power Producer has been notified as successful bidder by the Purchaser for
"Design, Manufacture, Supply, Erection, Testing and Commissioning including
Warranty, Operation & Maintenance of 600 KWp Rooftop Solar PV System at the
Purchaser's location at _____ ("**Project**"), as per competitive bidding under RFS No
_____ dated _____.
- B. The Power Producer is engaged in the business of design, supply, erection, testing,
commissioning, operating and maintenance power plants, including grid connected
rooftop power projects.
- C. The Power Producer has agreed to install and operate a solar photovoltaic power
plant of 600 KWp capacity at the Premises after due inspection of the Premises as
defined hereinafter and supply the entire Solar Power of the Project to Purchaser on
the terms and conditions contained in this Agreement, subject to the Purchaser
converting its electricity connection from prepaid to postpaid.
- D. The Purchaser has agreed to purchase the entire Solar Power of the Project on the
terms and conditions contained in this Agreement.



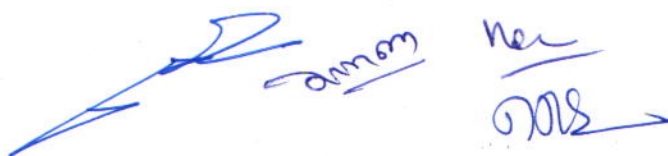
NOW THEREFORE in consideration of the mutual promises, conditions and covenants set forth herein, the Parties hereby agree as below:

1. Definitions and Interpretation

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:

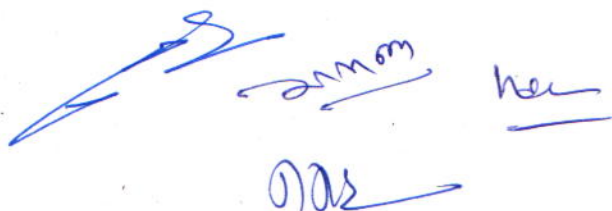
- (a) **"Actual Monthly Production"** means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;
- (b) **"Affiliate"** means with respect to any specified Person, any other Person, directly or indirectly controlling, controlled by 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 or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- (e) **"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 Hanumangarh are required or authorized by Applicable Law to be closed for business:
- (g) **"Capacity"** of the System shall be the lower of the AC side (i.e AC inverter) capacity or the DC Capacity.
- (h) **"Commercial Operation Date"** has the meaning set forth in Section 4. 3(b)
- (i) **"Consents, Clearances and Permits"** shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:
- (j) **"DC Capacity"** shall mean the aggregate rated power output of the solar photovoltaic (PV) panels forming part of the Solar Power Plant.
- (k) **"Deemed Generation"** has the meaning set forth in Section 5.3 (c)



- (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, provider however the Purchaser and the Power Producer may agree multiple Delivery Points (no more than 5) if required for technical reasons.
- (m) **"Dispute"** has the meaning set forth in Section 17.7 (b);
- (n) **"Disruption Period"** has the meaning set forth in Section 5.3 (c)
- (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) **"Force Majeure Event"** has the meaning set forth in Section 11.1
- (u) **"Governmental Approval"** means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.
- (v) **"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.
- (w) **"Indemnified Persons"** means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.
- (x) **"Insolvency Event"** means with respect to a Party, that either such party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing.

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

- (y) **"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.
- (z) **"Invoice Date"** has the meaning set forth in Section 7.2.
- (aa) **"Losses"** means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity obligation)
- (bb) **"Main Metering System"** or **"Gross Metering System"** means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point(s) for measuring and recording the delivery and receipt of energy.
- (cc) **"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 Metering Date. In case of the first Metering Date, the previous meter reading shall be taken as zero.
- (dd) **"Party"** or **"Parties"** has the meaning set forth in the preamble to this Agreement.
- (ee) **"Performance Ratio"** (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. $PR = (\text{Measured output in kW} / \text{Installed plant capacity in kW} * 1000 \text{ W/m}^2) / \text{Measured radiation intensity in W/m}^2$.
- (ff) **"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.
- (gg) **"Power Producer Default"** has the meaning set forth in Section 12.1(a).
- (hh) **"Power Producer Indemnified"** has the meaning set forth in Section 16.2.
- (ii) **"Premises"** means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirety of any and underlying real property located at the address described in Schedule 1 to this Agreement.
- (jj) **"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.

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- (kk) "**Purchase Price**" means the fee payable by Purchaser to the Power Producer under the circumstances described in Section 3.2
- (ll) "**Purchaser Default**" has the meaning set forth in Section 12.2 (a).
- (mm) "**Purchaser Indemnified Parties**" has the meaning set forth in Section 16.1 (nn)
- "**Representative**" has the meaning set forth in Section 15.1.
- (oo) "**Scheduled Complete Date**" has the meaning set forth in Section 4.1(g)
- (pp) "**Selectee**" means a new company (i) proposed by the Power Producer's Lenders and approved by the Purchaser (ii) or proposed by the Purchaser in accordance with and approved by such 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 if so demanded by such Lenders.
- (qq) "**Solar Power**" means the supply of electrical energy output from the System.
- (rr) "**Solar Power Payment**" has the meaning set forth in Section 7.1
- (ss) "**System**" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work, with a total capacity of 600 KWp.
- (tt) "**System Operations**" means the Power Producer's operation, maintenance and repair of the System performed in accordance with the requirements herein.
- (uu) "**Tariff**" means the price per kWh set forth in Schedule II hereto.
- (vv) "**Term**" has the meaning set forth in Section 3.1:

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

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2. Effective Date

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

3. Terms and Termination

3.1. Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Commercial Operations Date (the "**Term**"), unless and until terminated earlier or extended pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost. The Agreement shall not terminate until the Purchaser has made all payments due to the Power Producer under this Agreement and the Term shall accordingly be extended until all such payments have been made.

3.2. Purchase Option/ Purchase Obligation

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.

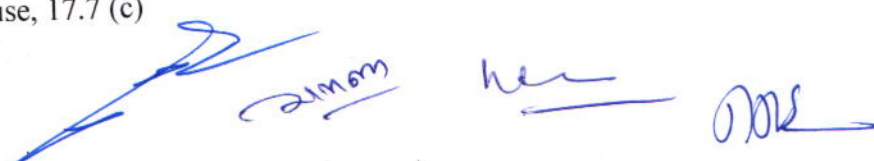
In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and after such payment (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, this Power Purchase 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. Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Power Producer or Purchaser may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:

- (a) There has been a, material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.
- (b) The Power Producer has determined that there are easements, Capacity Cost Recovery (CCRs) or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any

dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)



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

4.1. Installation Work

- a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with RFS No _____ dated _____. 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 600 KWp. The Power Producer may not construct a System of smaller size for any reason.
- d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
- e) Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) water proofing of roof to be disturbed; (c) Carry out any other modification of the Premises without the written consent of the Purchaser.
- f) The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.
- g) The Power Producer shall, within fifteen (15) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved by the Purchaser within ten (10) working days from the submission of the drawings. If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) working days of the date of submission of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld. Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within the scheduled completion period of



ten (10) 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 the System.

- h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contractor shall pay to the Purchaser genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power.
- 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 are maintained in such state in accordance with applicable laws through the Term of the Agreement.
- j) Power Producer shall fulfil 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 10 days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's designated representative.
- (b) To establish the System is capable of generating Electrical energy (full rated KWP) for five continuous hours, the Performance ratio (i.e. PR) of solar power plant at the time of testing should be at least equal to or more than 75%, corresponding to actual solar irradiation and environmental conditions prevailing at that time, using such instrument and meters as have been installed for such purposes, then the Power producer shall send a written notice to the Purchaser to that effect, and the date of successful conducting such tests and injection of power at the Delivery Points 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. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser.



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

5.2 Metering

- (a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.

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

- (b) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer.
- (c) The Power Producer shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM.
- (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 title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.
- (f) Power Producer shall be responsible for transformer etc. "if required"& metering as per respective clause of RFS (reference to be quoted).

5.3 System Disruptions

- (a) Availability of premises: Purchaser will provide full access to the site to the Power Producer for installation, operation and maintenance of the solar power plant during the period of Agreement. The Purchaser will also provide restricted access of the Premises to Power Producer for operation and maintenance of solar power plant.
- (b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels affecting the generation of the energy during the Agreement period.

(c) **Roof Repair and other System Disruptions**

In the event that (i) the Purchaser repairs or otherwise disrupts the place where the System is installed for any reason not directly related to damage caused by the System, and such repair or disruption requires the partial or complete temporary disassembly or movement of the System only cost of dismantling and cost of Re-installing of RTS Project to be paid by purchaser as per clause no. 20.4.

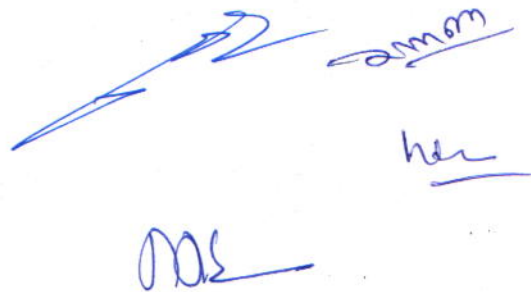
- (d) if the power producer fails to supply less than yearly minimum average unit (9 Lakh per annum or declared in PPA whichever is less) in any year then the difference amount (Discom rate - Bid Price) of less supplied units will be charged from power producer

6. Delivery of Solar Power

6.1. Purchaser Requirement:

Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

- (a) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated due to faults in the equipment's of the Purchaser e.g., Net meter Cables, Equipment's etc., which may stop the feeding /record of the Solar Power generated.
- (b) In the event that the Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Systems and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in generation due to such shading supported by the relevant data, which shall be approved by Purchaser within one month of submission failing which the Power Producer shall claim provisional deemed generation till the issue is finally settled.



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 advance written notice to the Purchaser except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement provided that the Power Producer shall use commercially reasonable efforts to minimize any 'interruption in service to the Purchaser. However, any preventive maintenance shall be done only during the period when plant is not generating.

7. Tariff and Payments

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 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.

The 'year' considered above shall be the financial year which April 1st to 31st March of every year. Schedule II provides a detailed year on year tariff schedule.

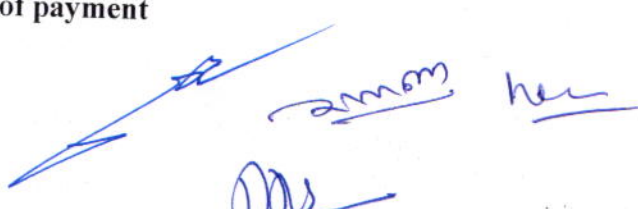
7.2. Invoice

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

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

7.5. Method of Payment

Purchaser shall make all payments under the Agreement by cheque / demand draft/electronic funds transfer only in immediately available funds to the 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. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

7.6. Late Payment Surcharge/ Early Payment Discount

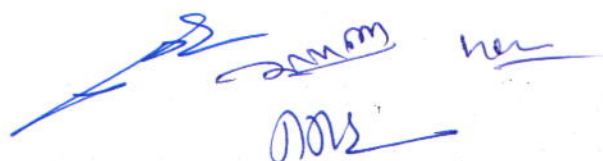
In case payment of any invoice is delayed by the Purchaser beyond its Due Date, a late payment surcharge shall be payable by Purchaser to the Power Producer at the rate of 1.0% per month ("**Late Payment Surcharge**") calculated on the amount of outstanding payment, calculated on a day to day basis for each day of the delay, compounded on monthly rates. Late Payment Surcharge shall be claimed by the Power Producer, through its subsequent invoice.

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 as provided in the present Agreement.

7.8. Change in Law:

- (a) For the Purpose of this section 7.8, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer. 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



- (i) 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
 - (ii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or
 - (iii) 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
 - (iv) Any benefit arising due to change in above para (i) to (iv) shall be passed on to the Purchaser. But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.
- (b) Application and Principles for computing impact of Change in Law:
While determining the consequence of Change in Law under this Article 7.8, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.8, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.
- (c) Solar Power Payment Adjustment Payment
On account of Change in Law Subject to provisions mentioned above, the adjustment in Solar Power Payment shall be effective from:
- (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
 - (ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in Law is on account of a change in interpretation of Law.

8. General Covenants

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 24x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.

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- (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 Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations
- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.
- (f) **Health and Safety:** The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property.

8.2. Power Producer's Representatives

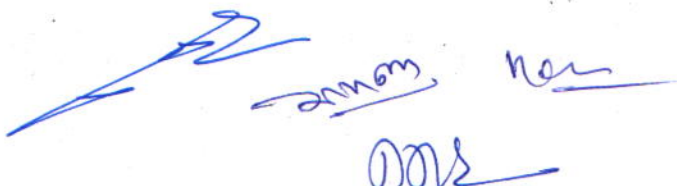
During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Purchaser regarding the System in a prompt and efficient manner.

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

Name: _____
Telephone: _____
Email: _____

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

Name: _____
Telephone: _____
Email: _____

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8.3. Purchaser's Covenants

Purchaser covenants and agrees to the following:

- (a) **Notice of Damage or Emergency:** Purchaser shall (i) 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; (ii) 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 any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and 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 costs and expenses (including reasonable attorney's 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 drawl consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other 'financial incentives.
- (d) **Access to Premises Grant of License:** Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo IDs will be provided by the Power Producer. Purchaser will assist in availing permissions to the site.
- (e) **Security:** The Premises which have the System will be kept locked by the Purchaser. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power Producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities.

Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall he paid the amount on the basis of 'Deemed Generation' for such period during which its Solar Power is impacted due to such damage.

Power Producer shall be entitled to any insurance proceeds received for damages in this clause. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any



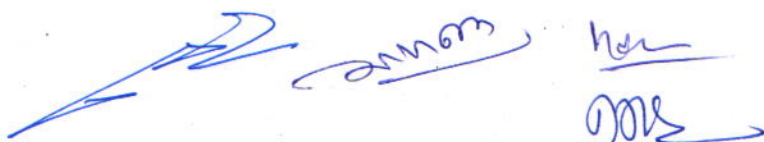
Other agency contracted by the Purchaser directly or indirectly, such damage will be borne by the Purchaser.

- (f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (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:** Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.
- (h) **Sunlight Easements:** Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.
- (i) **Evacuation:** Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the 'Due Date and pay interest on delayed payments, if any, as per this Agreement.
- (j) **Water:** Purchaser at zero cost shall arrange treated water as per the requirements of the Power Producer, for periodic cleaning of the solar panels (ca. 12 liters/kWp - three times a month).
- (k) **Internet Connection:** The Purchaser shall permit and enable the System to be connected to a suitable internet connection at the Premises availed by the Purchaser, at no cost to the Power Producer.
- (l) **Auxiliary Power:** The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Purchaser is paying to the DISCOM.
- (m) **Relocation:** If one or more of the System's panels needs to be temporarily moved or its generation suspended, for any reason requested by the Purchaser, the Purchaser will be responsible for pre-agreed costs on actuals, arising from moving, disassembling and re-installing/ commissioning the Systems, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.6. During any interruption in generation during such relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected part of the System.

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 represent and warrants to the other that:



- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
- (e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of 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.

10. Taxes and Governmental Fees

10.1. Purchaser obligations

No price escalation on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax, electricity duty or duty levied in respect of the systems authorized to be installed, shall be applicable.

10.2. Power Producer Obligations

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

11. Force Majeure

11.1. Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure

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

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, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

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 and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

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

(b) Purchaser's Remedies:

- (i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("**Purchaser Preliminary Default Notice**"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- (ii) Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.
- (iii) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances: If the Power Producer Default is not cured within a period of Thirty (30) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.
- (iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within Thirty (30) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two years following the termination, considered on normative capacity utilization factor.
- (v) The Purchaser may decide to either Purchase the System in line with section 3.2, or require the Power Producer to remove the System from the Premises within two months from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.
- (vi) The 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 the 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 the receipt of invoice from the Power Producer of such 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 fifteen (15) 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 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 & Novation

14.1. Assignment:

Notwithstanding anything contained herein, the Power Producer has the right to assign, and its lenders in the event of a default under their loan agreement(s) have the right to directly (i.e. without the consent of the Power Producer or Purchaser) force assignment of, all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party ("Assignment"). In the event of such assignment, the



Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the System, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

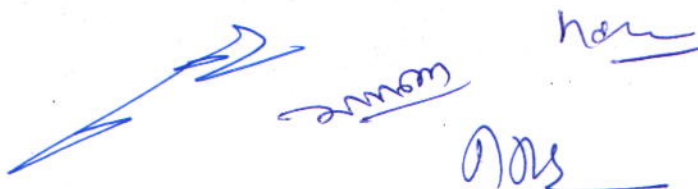
14.2. Novation:

The Parties agree and acknowledge that the Power Producer may intend to novate this Agreement to a party and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("**New Party**"), and its lenders in the event of a default under their loan agreement(s) have the right to directly (i.e. without the consent of the Power Producer or the Purchaser) force novation of this Agreement. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party. If the parties agree to do Novation then separate Novation agreement shall be executed.

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:

Handwritten signatures and initials in blue ink, including a large stylized signature on the left, and the words "anwar" and "ham" written in the center and right respectively.

Purchasers address and contact details:

14.4. Notice

Unless otherwise provided herein, any notice provided for in the Agreement shall be 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.

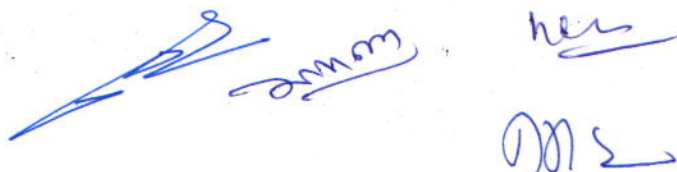
15. Confidentiality

15.1. Confidentiality obligation

(a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the design, operation and maintenance of the System ("**Confidential Information**") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement.

Notwithstanding the above, Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of confidential information shall be informed by Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to it after Purchaser's need for it has expired or upon the request of the Power Producer.

(b) If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("**Confidential Information**") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns

The block contains several handwritten signatures and initials in blue ink. On the left, there is a large, stylized signature. To its right, there is a signature that appears to read 'Mam'. Further right, there is a signature that appears to read 'her'. At the bottom right, there are initials that appear to read 'MS'.

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 Parties; or
- (d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

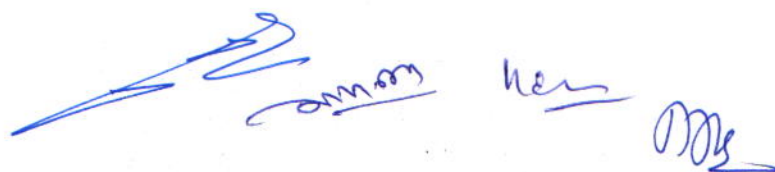
16. Indemnity

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 or 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.

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.

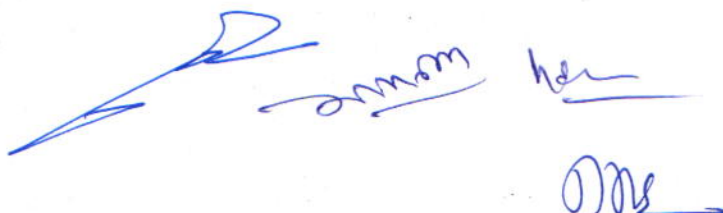
17.3. Industry Standards

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. No Waiver

The image shows four handwritten signatures in blue ink. The first signature is a large, stylized 'P' followed by a horizontal line. The second signature is a cursive 'P' followed by a horizontal line. The third signature is a cursive 'P' followed by a horizontal line. The fourth signature is a cursive 'P' followed by a horizontal line.

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.

17.6. Survival

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

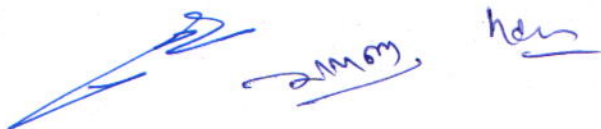
17.7. Governing Law & Jurisdiction

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

(c) Arbitration Procedure Settlement of Dispute:

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

If the parties fail to resolve, such a dispute or difference by mutual consent within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Sub Clause shall be finally settled by arbitration.



In All Other Cases:

In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration of gangmul.

If any question is raised or issue arises between the GANGMUL and RESCO(s), and matter is taken to in Arbitration Chairman of Sangh or person nominated by him shall be the sole arbitrator and decision given by him such an eventually shall be final and binding on both the parties to the contract., GANGMUL shall not be responsible in any manner and shall not be made a party in it.

Legal proceedings, if any, arising out of this RfS shall have to be lodged in courts situated in Hanumangarh, Rajasthan only

17.8. 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.

17.9. 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.

17.10. Counterparts

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

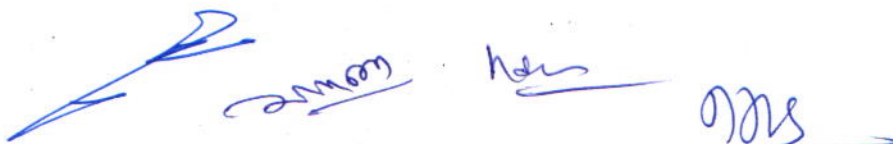
17.11. Independent Service Provider

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.

17.12. 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.

17.13. Entire Agreement



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

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 including theft and vandalism, covering the System and accidental losses, bodily harm, injury, death of all individuals employed/ assigned by the Power Producer to perform the services required under this Agreement.

18 General Terms & Conditions:

1. According to the Employees Provident Fund Act, the contractor / agency will be fully responsible for the recovery of any interest in respect of the employees working in the present and future and the information of such recovery if the provident fund department in the contract period or later If found, the union will be free to resort to the legal process for the said recovery, the contractor / Even after the end of the contract period, the contractor will have to inspect the records of the contractor / agency in the event of inspection of the contract period by the ESI and PF department, if any responsibility is formed on the basis of such inspection To be borne by the contractor / agency
2. If any employee of power producer found involved in theft/any losses case of gangmul property/products twenty times penalty will be imposed on power producer as per Gangmul Law. Also gate entry will ban of concern person.
3. Power Producer will become nominal member of Gangmul after deposit Rs. 100/-

17.15. Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

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.

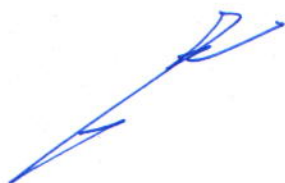


IN WITNESS WHEREOF the Parties have caused the Agreement to be duly executed through their duly authorized representatives as of the date set forth above.

FOR & ON BEHALF OF PURCHASER		FOR & ON BEHALF OF POWER PRODUCER	
Signature:		Signature:	
Name:		Name:	
Designation:		Designation:	

WITNESSES		WITNESSES	
Signature:		Signature:	
Name:		Name:	
Designation:		Designation:	

WITNESSES		WITNESSES	
Signature:		Signature:	
Name:		Name:	
Designation:		Designation:	

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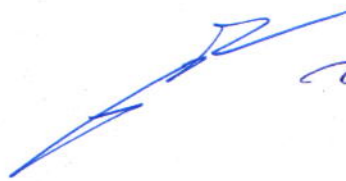
SCHEDULE-I

Description of the Premises:

Premises Overview	<u>GPS Location :</u>
Type of Roofs	
Hours of Operation	
Security	<u>24 x 7</u>

Capacity and Area Requirement

Capacity	600 KWp
Number of Building	
Roofs	


20/06/2020
20/06/2020

SCHEDULE II


FEES

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

Purchase shall pay power producer for solar power at the rate equal to _____/kWh, as amended by clause 10.1.

Year wise tariff is as follows;

Year 1	_____/ kWh
Year 2	_____/ kWh
Year 3	_____/ kWh
Year 4	_____/ kWh
Year 5	_____/ kWh
Year 6	_____/ kWh
Year 7	_____/ kWh
Year 8	_____/ kWh
Year 9	_____/ kWh
Year 10	_____/ kWh
Year 11	_____/ kWh
Year 12	_____/ kWh
Year 13	_____/ kWh
Year 14	_____/ kWh
Year 15	_____/ kWh
Year 16	_____/ kWh
Year 17	_____/ kWh
Year 18	_____/ kWh
Year 19	_____/ kWh
Year 20	_____/ kWh


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SCHEDULE III

The following is the purchase value of the system, calculated on the DC Capacity, over a period of 20 years. This may be applicable under the following conditions:

1. The Purchaser terminates this Agreement before the agreed tenure of 20 years has passed.
2. The Purchaser wishes to own the Solar Power Plant prior to the agreed tenure of 20 years having passed
3. The Power Producer terminates this Agreement in accordance with Clause 15.
4. The Solar Power Plant is no longer operable owing to demolition of buildings, damage to the buildings, damage to the Solar Power Plant itself, or any change of plans by the Purchaser or any other reason not attributable to the Power Producer.

The price reference is as per the latest available MNRE Benchmark Price. Any tax payable on such purchase shall be borne by the Purchaser.

Year of Term (Start of Year)	Purchase Price as %age of Reference Price
1	100%
2	95%
3	90%
4	85%
5	80%
6	75%
7	70%
8	65%
9	60%
10	55%
11	50%
12	45%
13	40%
14	35%
15	30%
16	25%
17	20%
18	15%
19	10%
20	05%





SCHEDULE IV

Project : 600 KWp Solar On-Grid Power Project Located at the Premises described in Schedule I in Hanumangarh

Design Criteria

Expected Yearly Energy Generation Sheet

End of Year	Yearly Degradation 'MWh' (Modules & System)	Global incident in. Plane coll (GlobInc)'kWh/Sq.mtr' Yearly	Energy Injected into grid (E_Grid) 'MWh' Yearly 'A' (Minimum)
Client : Degradation considered in PV system generation data			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

SCHEDULE V

Government approvals:

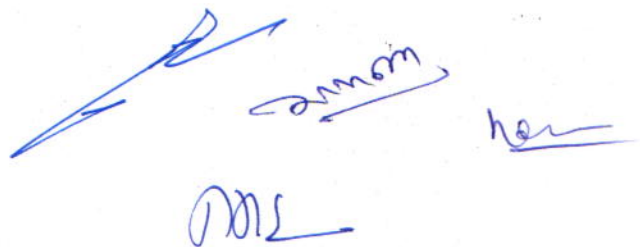
1. To be obtained by the Power Producer:

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to

Installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project.

2. To be obtained by Purchaser





Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Purchaser will apply for net metering and bear all the cost of net metering. Purchaser may ask Power Producer to obtain net metering on its behalf with costs incurred to be on full reimbursement basis on actuals only.

The block contains three handwritten signatures or initials in blue ink. On the left is a large, stylized signature. In the center is the word 'anmon' written in a cursive script. On the right is a signature that appears to be 'her'. Below the 'anmon' signature is the word 'DMS' written in a bold, blocky font.

ANNEXURE-I

BANK DETAILS

NAME OF THE BENEFICIARY	_____
PRINCIPAL PLACE OF BUSINESS & ADDRESS	_____
NAME OF THE BANK	_____
BANK ADDRESS	_____
BANK ACCOUNT NO.	_____
TYPE OF BANK ACCOUNT - SB/CA/CC	_____
IFSC/NEFT/RTGS CODE	_____
MICR CODE	_____
PAN CARD NO.	_____
PHONE NO./FAX NO. WITH STD CODE	_____
EMAIL ID OF CONTACT PERSON	_____

ANNEXURE 13: FORMAT OF INSTALLATION CERTIFICATE

RST No:		Phone No:
CST No:	M/s _____	Fax No: E-mail :
TIN No:	Address:	

INSTALLATION CERTIFICATE**Date of Installation:**

Name of Rooftop Owner _____

Address of Place of Installation: _____

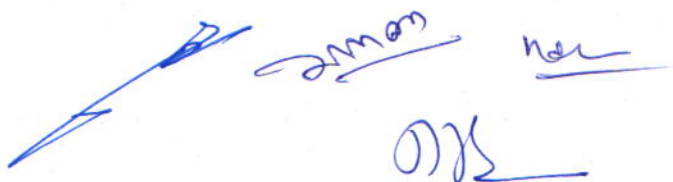
Tel No _____ Mobile No _____ Certified thatkW Rooftop Solar Photovoltaic Power in reference to Gangmul Letter of Allocation order No _____ Dated _____ has been installed at the place mentioned in good working condition.

The details of material installed are as under:

S. No.	Item	Make and Capacity of each	Quantity	Serial Numbers
1.	SPV Module ofWp each:			
2.	Charge Controller/Invertor			
3.	Invertor/PCU			
4.	Module Stand			
5.	Cable			
6.	Lightning Arrestor			
7.	Surge Protection device			
8.	Other items.....			

Signature of Beneficiary: Signature of representative of RESCO that installed the system

(Name:)Signature of Firm's authorised Person with seal.

Note: RST/CST/TIN no. Should be printed or stamped properly

ANNEXURE 14: PROJECT COMPLETION REPORT

Financial Year:			
Approval No.:			
Installed by Agency:			
Project initiated by:			
Title of the Project		Capacity (kWp)	
Category of the organization/beneficiary		Name of the Contact Person	
Address of the Contact person			
State		District/City	
Mobile		E-mail	
Telephone No. (with STD code)		Website	
Other info			
Electricity Distribution			
Company Name			
Electricity consumer account no. as per electricity bill			
Bank details of Beneficiary			
Name of A/c holder			
Name of Bank			
Name of Branch and Address			
Bank IFSC Code			
9 Digit MICR code			
Type of Account			
Account No.			
Aadhar Card Number			
Technology Description and System Design/Specification			
(Compliance to BIS/IEC Standards is mandatory)			
Module			
Capacity/Power of each PV module (Wp)	1. Capacity/Power 2.Capacity/Power		1 Nos. 2 Nos.

Cumulative Capacity of Modules (kWp)			
Solar Cell Technology			
Module efficiency (in percentage)			

SIGNATURE and SEAL OF BIDDER

ANNEXURE 15: COMMISSIONING CERTIFICATE

Following are certified in reference to Gangmul, Project order referred above for Design, Supply, Erection, Testing and Commissioning of Rooftop Solar Photovoltaic Power Projects of ____kW installed by the RESCO:

1. A Service Level Agreement as per the format at ANNEXURE 42: SERVICE LEVEL AGREEMENT of RfS has been executed with the beneficiary.
2. The Project has been installed and commissioned in good condition as per technical specification of this RfS.
3. The work has been completed on date _____ with in stipulated period / with a delay of _____ days.
4. Instruction Manual, Guarantee Card and Invoice of system have been provided to beneficiaries.
5. The performance of the Project for 1 (One) month period has been checked and found as per requirement.

SIGNATURE of PROJECT OFFICER, Gangmul

ANNEXURE 16: YEARLY PROJECT PERFORMANCE REPORT

1. Month and Year
2. Name of the RESCO
3. RfS No.
4. Allocated Capacity
5. Address of the Premise

Month	Generation (kWh)	Grid Outage (hh:mm)	Inverter Down period (hh:mm)	Remarks
-------	------------------	---------------------	------------------------------	---------

[Handwritten signatures and initials]

Inverters			
Type of Inverter			
Make of Inverter			
Capacity/Power of each	Capacity/Power Nos.		
PCU/inverters (VA)			
Capacity/Power of PCU/Inverters (KVA)			
Inverter efficiency (Full load) – in percentage			
Metering Arrangement			
Details of Metering			
Type of Meter			
Make of Meter			
Other Information			
Units of electricity generated by the Solar Project as per meter (in kWh)			
Monitoring Mechanism			
No. of personnel to be trained in O&M			
Task and Expected schedule (in months)			
Grid connectivity level			
Grid connectivity level phase		Grid connectivity level voltage	
Costing of Project			
Hardware Cost	Rs.	Total Cost of Installation	Rs.
Means of Finance			
Envisaged Central Financial Assistance from MNRE (if applicable)	Rs.		
Financial Assistance from State (if applicable)	Rs.		
Contribution of Beneficiaries	Rs.		
Other source(s) of funding	Rs.		

SIGNATURE and SEAL OF BIDDER

Month	Generation (kWh)	Grid Outage (hh:mm)	Inverter Down period (hh:mm)	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

SIGNATURE and SEAL OF BIDDER






ANNEXURE 17: INVOICE FORMAT

(A)	Name and Address of RESCO	
(B)	LoA No.	
(C)	Date of Invoice (dd/mm/yyyy)	
(D)	Period of Invoice	From _____ to _____
(E)	Name and Address of Building	
(F)	Name of the Building Owner	
(G)	Capacity of the Project (kW)	
(H)	Date of Commissioning of Project (dd/mm/yyyy)	
(I)	Previous Meter Reading date (dd/mm/yyyy)	
(J)	Previous Meter Reading (kWh)	
(K)	Current Meter Reading (kWh)	
(L)	Net Meter Reading (kWh) (L=K-J)	
(M)	Levelized Tariff (Rs.)	
(N)	This Month's Charges (Rs.) (N=(L) x(M))	
(O)	Arrears due (Rs.)	
(P)	Refunds due (Rs.)	
(Q)	Late Payment Surcharge (Rs.)	
(R)	Other Charges, if any (Rs.)	
(S)	Total Charges Payable (Rs.) (R=N+O+P+Q+R)	

Total Charges Payable in words _____





Please arrange to issue a cheque or DD for the above mentioned amount in the favour of

" _____ " payable at _____ or

NEFT transfer to the following Bank Account details of _____ [insert name of RESCO]

Account Name	
Account Number	
Bank Account	
IFSC Code	
MICR Code	
Bank Address	

SIGNATURE and SEAL OF BIDDER

ANNEXURE 18: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or, to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations i.e. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. Have controlling partners/ shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than 1(One) Bidding a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge consultant for the contract.

SIGNATURE and SEAL OF BIDDER

The image shows three handwritten signatures in blue ink. The first signature is a stylized, elongated mark. The second signature is more compact and appears to be 'amom'. The third signature is a simple, horizontal line with a small hook at the end.

ANNEXURE 19: GRIEVANCE REDRESSAL PROCESS

The designation and address of the First Appellate Authority is Chairman (Technical), Gangmul Dairy, Hanumangarh.

The designation and address of the Second Appellate Authority is Managing Director, Gangmul Dairy, Hanumangarh.

1) Filing an appeal

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the RfS within a period of 10 (Ten) days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bid(s) before the opening of the Financial Bid(s), an appeal related to the matter of Financial Bid(s) may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 (Thirty) days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective Bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the RfS in this behalf within 15 (Fifteen) days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

5) Form of Appeal

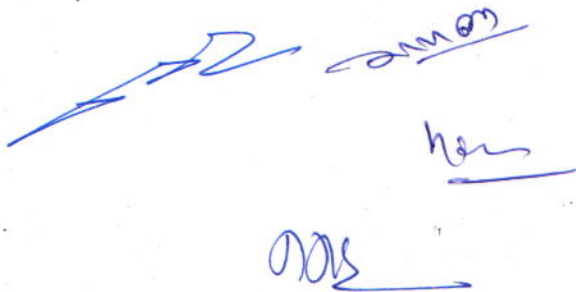


- a. An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- 6) Fee for filing appeal
- a. Fee for first appeal shall be Rs. 2,500 (Rupees Two Thousand Five Hundred) and for second appeal shall be Rs.10,000 (Rupees Ten Thousand), which shall be non-refundable
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7) Procedure for disposal of appeal

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

SIGNATURE and SEAL OF BIDDER

Three handwritten signatures in blue ink are visible. The top signature is a stylized, cursive script. The middle signature is a more compact, cursive script. The bottom signature is a simple, bold, cursive script.

ANNEXURE 20: ADDITIONAL CONDITIONS


1. Correction of arithmetical errors

Provided that a Price Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) 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, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its EMD shall be forfeited or its Bid Securing Declaration shall be executed.

SIGNATURE and SEAL OF BIDDER


25/9/19
DAS
25/9/19
her

ANNEXURE 21: AGREEMENT BETWEEN GANGMUL AND RESCO

(On Non judicial stamp paper)

1. An agreement made this _____ day of _____ between _____ (hereinafter called the "RESCO") which expression shall, where the context so admits, be deemed to include his/ hers successors, executors and administrators, of the one part and the Sri Ganganagar Zila Dugdh Utpadak Sahakari Sangh Ltd., Hanumangarh (hereinafter called "the corporation") which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.
2. Whereas the RESCO, _____ has agreed with the Corporation to take up the work under LoA No. _____ date _____ for work of Design, Supply, Erection, Testing and Commissioning including Operation and Maintenance for 20 (Twenty) years of Rooftop Solar Photovoltaic Power Projects on Buildings identified by Bidder(s) in Rajasthan. All those articles set forth as per RfS issued by Sri Ganganagar Zila Dugdh Utpadak Sahakari Sangh Ltd., Hanumangarh at the rates set forth in the said schedule.
3. And whereas the RESCO has deposited as Security Deposit a sum of Rs. _____ as Bank Guarantee No. _____ Dated _____.
4. (i) In consideration of the payment to be made by the Rooftop Owner through at the rates set forth in the PPA hereto appended the RESCO will duly supply the electricity as set forth in PPA and thereof in the manner set forth in the conditions of the RfS.
(ii) The conditions of the RfS enclosed to the RfS No _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
(iii) Letters Nos. _____ received from Bidder and letters Nos. _____ issued by the corporation and appended to this agreement shall also form part of this agreement.
5. We abide by all terms and conditions as per RfS.

In witness where of the parties here to set their hands on the day of 2016.

Signature for and as behalf of

Sri Ganganagar Zila Dugdh Utpadak Sahakari Sangh Ltd., Hanumangarh

Signature of the RESCO

Date:

1. Witness:

2. Witness:

Date:

1. Witness :

2. Witness :

ANNEXURE 22: TECHNICAL SPECIFICATIONS FOR GRID CONNECTED SPV SYSTEMS

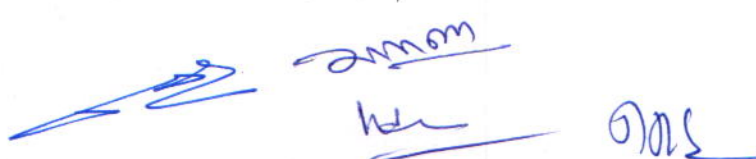
The proposed Projects shall be commissioned as per the technical specifications given below.

1. DEFINITION

- i. A Grid Tied Rooftop Solar Photovoltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls and Protections, interconnect cables and switches. SPV 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 daytime. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., and should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.
- ii. SPV system shall consist of following equipment/components.
 - SPV modules consisting of required number of Crystalline PV modules.
 - Grid interactive PCU with Remote Monitoring System.
 - Mounting structures.
 - Junction Boxes.
 - Earthing and lightening protections.
 - Infra-Red (IR)/ Ultra-Violet (UV) protected Poly-Vinyl Chloride (PVC) Cables, pipes and accessories.

1. SOLAR PHOTOVOLTAIC MODULES

- i. The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC61730 Part-2- requirements for construction and Part 2 – requirements for testing, for safety qualification or equivalent IS.
- ii. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.
- iii. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250Wp and above wattage. Module capacity less than minimum 250Wp shall not be accepted
- iv. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- v. PV modules must be tested and approved by one of the IEC authorized test centers.
- vi. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
- vii. Bidder shall carefully design and accommodate requisite numbers of the modules to achieve the rated power in his Bid. Gangmul shall allow only minor changes at the time of execution. viii. Other general requirement for the PV modules and subsystems shall be the following:
 - The rated output power of any supplied module shall have tolerance of $\pm 3\%$.



- 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 02% (Two percent) from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - The modules 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 IP65 rated.
 - I-V curves at STC should be provided by Bidder.
- ix. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).
- i. Name of the manufacturer of the PV module
 - ii. Name of the manufacturer of Solar Cells.
 - iii. Month and year of the manufacture (separate for solar cells and modules)
 - iv. Country of origin (separately for solar cells and module)
 - v. I-V curve for the module Wattage, I_m , V_m and FF for the module
 - vi. Unique Serial No and Model No of the module
 - vii. Date and year of obtaining IEC PV module qualification certificate.
 - viii. Name of the test lab issuing IEC certificate.
 - ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.
 - x. Warranties

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 owners sole option

Performance Warranty:

i. The predicted electrical degradation of electricity generated not exceeding 20% of the minimum rated power over the 20 (Twenty) years period and not more than 10% (Ten percent) after 10 (Ten) years period of the full rated original output.

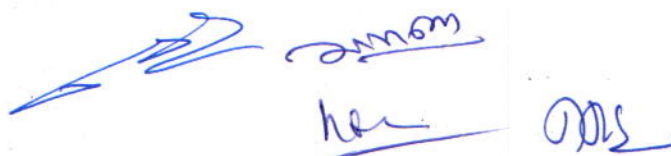
2. ARRAY STRUCTURE

- i. 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 requirements.
- ii. 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 in Rajasthan. 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 Rooftop Owner. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- iii. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS4759. 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 needs to be provided either by coating or anodization.
- iv. 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
- v. Regarding civil structures, the Bidder(s) need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- vi. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².
- vii. The minimum clearance of the structure from the roof level should be 300 mm.

3. JUNCTION BOX (JB)

- i. The Junction Box (JB) has to be provided in the PV array for termination of connecting cables. The JB's shall be made of GRP/FRP/Powder Coated Aluminium/cast aluminium alloy with full dust, water and vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input and output termination can be made through suitable cable glands.
- ii. Copper bus bars/terminal blocks housed in the JB's with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single /double compression cable glands provision of earthings. It should be placed at 05 (Five) feet height or above for ease of accessibility.
- iii. Each JB shall have High quality Suitable capacity Metal Oxide Varistors (MOVs)/SPDs, suitable Reverse Blocking Diodes. The JB's shall have suitable arrangement monitoring and disconnection for each of the groups.
- iv. 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

4. DC DISTRIBUTION BOARD:

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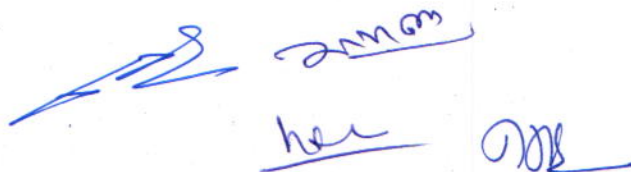
- i. DC Distribution panel (DC DPB) to receive the DC output from the array field.
- ii. DC DPBs shall have sheet from enclosure of dust and vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC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

5. AC DISTRIBUTION PANEL BOARD:

- i. AC Distribution Panel Board (AC 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.
- ii. All switches and the circuit breakers, connectors should conform to IEC60947, part I, II and III/ IS60947 part I, II and III.
- iii. The changeover switches, cabling work should be undertaken by the Bidder(s) as part of the Project.
- iv. All the Panels 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
- v. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- vi. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- vii. Should conform to Indian Electricity Act and rules (till last amendment).
- viii. All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions:
 - Variation in supply voltage: $\pm 10\%$
 - Variation in supply frequency: ± 3 Hz

6. PCU/ARRAY SIZE RATIO

- ix. The combined wattage of all inverters should not be less than rated capacity of power plant under STC.
- x. Maximum Power Point Tracker (MPPT) shall be integrated in the PCU/inverter to maximize energy drawn from the array.



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7. PCU/ Inverter

- i. 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, an interface between Solar PV array and the Inverter, to the PCU/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 (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made).
Output frequency	50 Hz
Grid Frequency Synchronisation range	+ 3Hz or more
Ambient Temperature considered	-20°C to +50°C
Humidity	95 % Non-condensing
Protection of Enclosure	IP-20 (Minimum) for indoor
	IP-65 (Minimum) for outdoor
Grid Frequency Tolerance range	+3 or more
Grid Voltage tolerance	-0.20.15
No-load losses	Less than 1% of rated power
Inverter efficiency (minimum)	>93 % (in case of 10kW or above with in-built galvanic isolation)
	>97% (in case of 10kW or above without inbuilt galvanic isolation)
Inverter efficiency (minimum)	>90 % (in case of less than 10kW)
THD	<3 %
PF	>0.9 %

- ii. Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but In case of less than 10kW single phase inverter can be used.

- iii. PCU/inverter shall be capable of complete automatic operation including wakeup, synchronization and shutdown.
- iv. 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.
- v. Built-in meter and data logger to monitor plant performance through external computer shall be provided. 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.
- vi. The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- vii. The PCU/ inverters should be tested from the MNRE approved test centers /NABL /BIS /IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

8. INTEGRATION OF PV POWER WITH GRID:

- i. 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. 04 (Four) pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

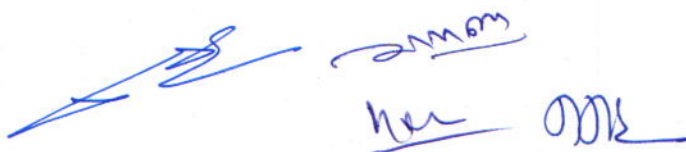
9. DATA ACQUISITION SYSTEM / PLANT MONITORING

- i. Data Acquisition System shall be provided for each of the Project.
- 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 / Solar cell based irradiation sensor(along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system (This will be provided for Projects above 50kW capacity).
- iv. **Temperature:** Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with read out integrated with the data logging system(This will be provided with SPV Power Plants of PV capacity more than 50 kW).
- v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
 - AC Voltage.
 - AC Output current.

- Output Power
- Power factor.
- DC Input Voltage.
- DC Input Current.
- Time Active.
- Time disabled.
- Time Idle.
- Power produced

• 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. Solar Meter: Digital Energy Meters to log the actual value of energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class/ as per Distribution Utility guidelines.

- viii. Computerized DC Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.
- ix. 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. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.
- xi. 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.
- xii. All instantaneous data shall be shown on the computer screen.
- xiii. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
- xiv. Provision for Internet monitoring and download of data shall be also incorporated xv. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants. The data of the solar radiation and temperature monitoring system should also be available on Remote Monitoring server (This will be provided with SPV Power Plants of PV capacity more than 50 kW).
- xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis (This will be provided with SPV Power Plants of PV capacity more than 50 kW).
- xvii. 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 (This will be provided with SPV Power Plants of PV capacity more than 50 kW).



- xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner 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..

10. TRANSFORMER "IF REQUIRED" and METERING:

- i. Dry/oil type relevant kVA, 11kV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work. (If the transformer is required, the cost of the same will be borne by beneficiary and will not be the part of the Project cost).
- ii. The bi-directional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- iii. The Bidder(s) must take approval/NOC from the Concerned Distribution Utility for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to Gangmul before commissioning of SPV plant.
- iv. Reverse power relay shall be provided by Bidder(s) (if necessary) , as per the local Distribution Utility requirement.

11. POWER CONSUMPTION

- i. 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 Gangmul. Decisions of appropriate authority like Distribution Utility, RERC may be followed.

12. PROTECTIONS

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

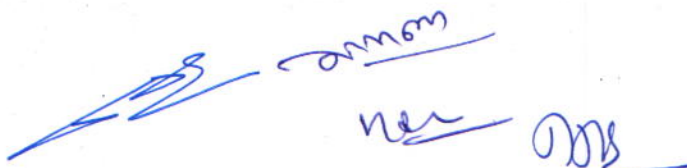
a. LIGHTNING PROTECTION

The SPV power plants shall be provided with lightning and over voltage protection. The main aim in this protection shall be to reduce the overvoltage 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 IEC62305 standard. The protection against induced high-voltages shall be provided by the use of Metal Oxide Varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

b. SURGE PROTECTION

Internal surge protection shall consist of three MOV type surge-arrestors connected from positive and negative terminals to earth (via Y arrangement)

c. EARTHING PROTECTION

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- 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/Gangmul as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- 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.

13. GRID ISLANDING:

i. 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 SPV 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. ii. 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.

14. CABLES

- Cables of appropriate size to be used in the system shall have the following characteristics:
 - Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
 - Temp. Range: -10°C to $+80^{\circ}\text{C}$.
 - Voltage rating 660/1000V
 - Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
 - 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.
 - 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.
 - The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 20 years.
 - 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(s). Any change in cabling sizes if desired by the

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Bidder(s)/approved after citing appropriate reasons. All cable schedules/layout drawings approved prior to installation.

- Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured 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.
- 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%. 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 %.

15. CONNECTIVITY

- The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the RERC regulation for Grid connectivity and norms of Distribution Utility and amended from time to time.
- The maximum permissible capacity for rooftop shall be 1 MW for a singlenet metering point.
- Utilities may have voltage levels other than above, Distribution Utility's may be consulted before finalization of the voltage level and specification be made accordingly.
- For large PV system (Above 100 kW) for commercial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step up transformer. The transformers and associated switchgear would require to be provided by the Bidder.

16. TOOLS and TACKLES AND SPARES:

- After completion of installation and commissioning of the power plant, necessary tools and tackles are to be provided free of cost by the RESCO) for maintenance purpose.
- 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 and Maintenance which upon its use shall be replenished.

17. 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 signage shall be provided one each at battery –cumcontrol room, solar array area and main entry from administrative block. Text of the signage may be finalized in consultation with Gangmul.

18. FIRE EXTINGUISHERS:

- The firefighting system for the proposed power plant for fire protection shall be consisting of:



- Portable fire extinguishers in the control room for fire caused by electrical short circuits Sand buckets in the control room
- 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.

19. DRAWINGS and MANUALS:

- Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical datasheets for each equipment by 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.
- Approved ISI and reputed makes for equipment be used.
- For complete electro-mechanical works, Bidder(s) shall supply complete design, details and drawings for approval to Gangmul before progressing with the installation work

20. PLANNING AND DESIGNING:

- The Bidder(s) should carry out Shadow Analysis at the site and accordingly design strings and arrays layout considering optimal usage of space, material and labour. The Bidder(s) should submit the array layout drawings along with Shadow Analysis Report to Rooftop Owner for approval.
- Gangmul 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.
- The Bidder(s) shall submit preliminary drawing for approval and based on any modification or recommendation, if any. The Bidder(s) submits three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

21. DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD

OF CONTRACT

- RESCO shall furnish the following drawings Award/Intent and obtain approval
- General arrangement and dimensioned layout
- Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
- Structural drawing along with foundation details for the structure.
- Itemized bill of material for complete SV plant covering all the components and associated accessories.
- Layout of solar Power Array
- Shadow analysis of the roof

22. 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 the annual energy requirements of PV capacity permissible by Distribution Utility as per regulation issued by RERC.



23. SAFETY MEASURES:

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

ANNEXURE 23: APPLICATION FOR NET METERING AND GRID CONNECTIVITY OF RTS PROJECT

To,

The AEN (O&M)

(Name of Distribution Utility) Date:

I/We hereby apply for a Solar Energy net-metering connection at the service connection and for the Solar PV plant of which details are given below:

1.	Name of Applicant	
2.	Address of Applicant	
3.	Service Connection Number/ Account Number	
4.	Single Phase/ Three Phase	
5.	Sanction Load (kW) / Contract Demand (kVA)	
6.	Category (DS/NDS, etc.)	
7.	Telephone Number (s)	
8.	E-mail ID	
9.	Solar PV Plant capacity (kW)	
10.	Solar grid Inverter make and type	
11.	Solar grid Inverter has automatic isolation protection (Y/N)?	
12.	Has a Solar Generation Meter has been installed (Y/N)?	
13.	Expected date of commissioning of solar PV system	
14.	Details of test certificates of Solar PV plant/Inverter for standards required under the Regulations	
15.	Whether applicant wish to avail MNRE subsidy (Yes/No)	
16.	Whether MNRE subsidy is sanctioned (Yes/No)	

Documents Enclosed:

1. Copy of latest Electricity Bill
2. Copy of subsidy sanction letter from MNRE
3. Self-certification for not availing MNRE subsidy

Certificate: The above stated information is true to the best of my knowledge.

Place:

Name:

Date:

Signature:

ANNEXURE 24: NET-METERING APPLICATION ACKNOWLEDGMENT

Received an application for a solar energy net-metering connection form,

Name:

Date:

Service Connection Number:

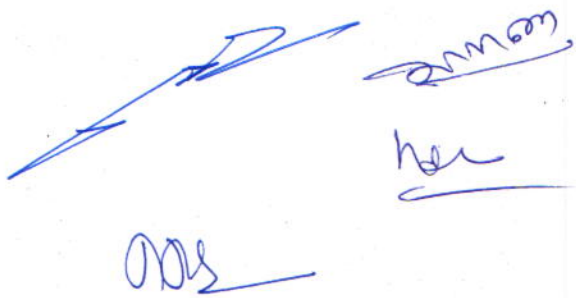
Application Registration No.:

Solar Plant Capacity:

Name of Officer:

Signature:

Designation:

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