RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED
(Government of Rajasthan undertaking)
E-166, YudhisthirMarg, C-Scheme, Jaipur
CIN U40101RJ 1995SGC009847
Phone: 0141-2229055 / 2221650 / 2225859
Email: rrec2016@gmail.com **Website:** www.energy.rajasthan.gov.in/rrecl

NOTICE INVITING TENDER (TN-02/2022-23)

Online tenders are invited for the work of Design, Supply, Erection, Testing and Commissioning and Operation & Maintenance (O&M) of Grid Connected Rooftop Solar Power Project of 50 MW capacity on State Government buildings/ State Government undertaking buildings in Rajasthan under RESCO Mode. For more details visit http://eproc.rajasthan.gov.in, www.energy.rajasthan.gov.in/rrecl and http://sppp.rajasthan.gov.in, The tender document may be downloaded from 21.10.2022, 4:00 PM.

NIB No. REC2223A0012, UBN No. REC2223WLOB00011

Director (Technical)

Request for Proposal

for

Selection

of Bidders for

Design, Supply, Erection, Testing, Commissioning and Operation and Maintenance for 25 years of

Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings

in

Rajasthan

Under

RESCO Mode

NIT No.: TN-02/2022-23

Cost of Bid:
Rs. 5,000/-+18% GST i.e. Rs. 5,900/-

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Phone: 0141-2229055 / 2221650 / 2225859
Fax: 0141-2226028
Email: rrec2016@gmail.com
Website: www.energy.rajasthan.gov.in/rrecl

ISSUANCE

Date of issuance: ………

This Request for Proposal (RfP), NIT No.:TN-02/2022-23, by Rajasthan Renewable Energy Corporation Limited (RREC) is for selection of eligible Bidder(s) for thedesign, supply, erection, testing and commissioning including operation and maintenance (O&M) for 25 (Twenty Five) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on State Government buildings/State Government undertaking buildingsin Rajasthan.

This RfP along with Formats, Annexure etc. is issued to –

M/s. ________________________

Note:

a. This RfP is not transferable.

b. Though adequate care has been taken while preparing this RfP, the Bidder(s) shall satisfy itself that this RfP 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 RfP is complete in all respects.

c. RREC may modify, amend or supplement this RfP including allocation of Capacity.

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://eproc.rajasthan.gov.inas per this RfP, or as amended by RREC.**

e. Bidder(s) are suggested to regularly visit RREC website www.energy.rajasthan.gov.in/rrecl for latest updates after the issue of this RfP. All modification(s)/amendment(s)/clarification(s)/information(s) etc. will be made available on the e-procurement website *http://eproc.rajasthan.gov.in* only.

f. RREC at its discretion may extend the time for submission of Bid(s).

g. Address for Correspondence:

The Director (Technical)
Rajasthan Renewable Energy Corporation Limited
E-166, YudhisthirMarg, C-Scheme
Jaipur, Rajasthan- 302001
Tel: 0141-2221650 / 2229341/ 2229055
Fax: 0141-2226028
Email: *rrec2016@gmail.com*

A. BID INFORMATION SHEET

Particulars	Details
NIT No.	**TN-02/2022-23**
Details of work	Design, Supply, Erection, Testing and Commissioning with Net-Metering including Comprehensive Operation and Maintenance (O&M) for 25 (Twenty Five) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings at various locations in Rajasthan.
Work Area	Various Locations in entireRajasthan State
Total Proposed Allocated Capacity of RTS Projects	**50 MWp** (This Capacity may further be enhanced as per the requirement received from Various Government Departments)
Quoted capacity	Minimum and Maximum quoted capacity by bidders shall be 3 MWp & 10 MWp respectively. Bidder to furnish Bid Security for the quoted capacity.
Bid Security	Rs. 26,10,780/- for 3 MWp (@ Rs 8,70,260/-per MWp) by way of DD/Bankers Cheque/Bank Guarantee in favour of Managing Director,RREC payable at Jaipur.**(For details refer clause 3.15.1)**
Non-refundable Cost of BidDocument	Rs.5,000/- & GST @18% i.e. Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) by way of DD/Bankers Cheque in favour of Managing Director,RREC payable at Jaipur
Non-refundable e-procCharges for each Bidder	Rs. 1,000/- & GST @18% i.e. Rs, 1,180/- (Rupees One Thousand One Hundred Eighty Only) by way of DD/Banker's Chequeinfavour of Managing Director, RajCOMP Info Services Ltd. (RISL), payable atJaipur
Period of DownloadingRfP (RfP can be downloaded from website *http://eproc.rajasthan.gov.in*	**21.10.2022 4:00 PM to 28.11.2022 2:00 PM**
Date and time of Pre-Bid Meeting.	**04.11.2022, 2:00 PM (**Clarification/Suggestions are invited online through the link available on the Home Page of RRECL website**)**
Last date and time of submission of Envelope-1 (through hard copy at RREC Head Office)	**28.11.2022, 3:00 PM**
Last date and time of submission of on-line Bid through e-procurement portal	**28.11.2022, 4:00 PM**
Validity of Bid	6 (Six) months form Last Date of Submission of Bid.
Date and time of opening of Envelope-1	**28.11.2022, 4:00 PM**
Date and time of opening of Cover-1 &Cover-2 (on-line)	**29.11.2022, 4:00 PM**
Date and time of opening of Cover-3 (on-line)	Shall be intimated after evaluation of Technical bid.
Construction - Performance Bank Guarantee (C-PBG)/ Performance Security	Successful Bidder shall be required to furnish a Construction-Performance Bank Guarantee (C-PBG) as per the provisions of Clause 3.16

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 offer of the Bidders shall be for Minimum 8 MW capacity. The offers for less than 8 MW capacity will be rejected.

iii. The tender cost, Bid Security and e-tender processing fees of RISL as detailed under to be deposited in RREC office upto **28.11.2022, 3:00 PM** positively.*

***(This is essential otherwise the bid in electronic form (Cover 1, Cover 2 and Cover 3) of that bidder willnot be opened.)**

The bidder will have to deposit in ENVELOPE–I

a) The DD/Bankers Cheque of prescribed cost of tender Rs.5,000/- & GST @18% i.e. Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) in favour of Managing Director,RREC, payable at Jaipur,
b) The prescribed e-procProcessing Fee of Rs. 1,000/- & GST @18% i.e. Rs, 1,180/- (Rupees One Thousand One Hundred Eighty Only) by way of DD/Banker's Chequein favour of Managing Director, RajCOMP Info Services Ltd. (RISL) payable atJaipur
c) Bid Security Rs. 26,10,780/- for 3 MWp (@ Rs 8,70,260/-per MWp) as detailed at Clause No. 3.15.1 by way of DD/Bankers Cheque/Bank Guarantee (valid for six months from last date of submission of bid) in favour of Managing Director, RREC, Jaipur. **Bidder to furnish Bid Security for the quoted capacity (Minimum 3 MW and Maximum upto 10 MW).**

iv. **ONLINE SUBMISSION OF BID:**

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

(1) Cover-1:- Upload the scanned copy of DDs/Pay Orders towards Cost of tenderDocument, processing fee of RISL and scanned copy of DDs/Pay Orders/BG of BID SECURITY (in .pdf format) with copy of relevant Certificate for Exemption of BID SECURITY (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 (duly signed on each and every page as proof of acceptance of all terms and condition of Bid).
(3) Cover-3:- Financial Bid as per Format attached.

NOTE:

1. The financial bid is to be submitted online only as per format SECTION VIII. 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**.**

v. 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.

vi. **The Bidder(s) shall not quote any deviations/ amendments/modifications/alterations in the FinancialBid(s). Financial Bid(s) with any such deviations shall be rejected.**

vii. 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/document(s). 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.

viii. 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.

ix. This RfP shall essentially be signed digitally and submitted/uploaded on 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.

x. Bidder(s), who wish to participate in this RfP, shall be required to register on 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, YojanaBhawan, TilakMarg, C-Scheme, Jaipur, e-mail: eproc@rajasthan.gov.in

xi. 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.

xii. Contact details of Staff of RREC in reference to this RfP

Name: Sh. Sunit Mathur Designation: General Manager (Solar) Address: E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan- 302001 Phone: 0141-2221650 / 2229341/ 2229055 e-mail: rrec2016@gmail.com
Name: Sh. Rajeev Singh Designation: Project Manager (Rooftop) Address: E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan- 302001 Phone: 0141-2221650 / 2229341/ 2229055 e-mail: rrec2016@gmail.com
Name: Sh. Deepak Dutt Rawal Designation: Technical Manager(Rooftop) Address: E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan- 302001 Phone: 0141-2221650 / 2229341/ 2229055 e-mail: rrec2016@gmail.com

Note: All correspondence in reference to this RfP by mail shall essentially be sent only to e-mail id: *rrec2016@gmail.com*

TABLE OF CONTENTF

DEFINITIONS AND ABBREVIATIONS

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

1. **“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly
   i. controls, or
   ii. is controlled by, or
   iii. is under common control with

   a Bidder or a member (in case of a Consortium) and control means ownership by one Bidder/member of at least 26% paid up equity capital in any other Bidder/member. Any bank or financial institution shall not be considered as Affiliate.
2. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
3. **“Bid”** shall mean the Technical and Financial proposal submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
4. **“Bidder(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
5. **“Bidding Consortium or Consortium”** shall refer to a group of bidding Company/ Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid, in response to RFP for the project.
6. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
7. **“Bid Security”** shall mean Bid Security to be submitted by the Bidder along with the Bid as per clause 3.15;
8. **“CEA”** shall mean Central Electricity Authority;
9. **“CEILING TARRIF”** The maximum tariff to be quoted for Projects is Rs. 4.05/kWh.
10. **“Capacity Utilization Factor”** (CUF) in a Year shall mean the ratio of the output of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24. (CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365));
    However, for demonstration of successful Completion, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus installed Project capacity x 1 x 24, adjusted to seasonality as per provisions of Clause 3.18.
11. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
12. **“Competent Authority”** shall mean Managing Director of RRECL, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
13. **“Completion”** shall mean supply and erection/installation of the Project and demonstration of CUF as per provisions of clause3.18.
14. **“Commissioning”** shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations and clause 6.12, by the Power Producer;
15. **“Commercial Operation Date” or “COD”** shall mean Day when full PPACapacity of the Project shall be commissioned;
16. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
17. **“Comprehensive Operation and Maintenance” or “Comprehensive O&M”** shall mean

insurance, warranty, spare parts and operation & maintenance of Projects during the term of the PPA;

18. **“Day(s)”** shall mean a 24 (twenty four) hour period beginning at 00:00 hours Indian Standard Time and ending at 11:59:59 hours Indian Standard Time;
19. **“Effective Date”** shall mean date of execution of PPA between Power Producer and Procurer**;**
20. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP;
21. **“Eligible Bidder(s)”** shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of their Financial Bid
22. **“Expiry Period”** shall mean the 25th anniversary of the SCOD of the Project;
23. **“Financial Bid”** shall mean online financial Bid, containing the Bidder’s fixed quoted levelized Tariff for duration of PPA, as per format given in RFP;
24. **“First Operational Year”** shall mean the period commencing from the Commissioning and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD of PPA Capacity;
25. **“Free reserves”** means free reserves as defined in definition No. 43 in Companies Act, 2013.
26. **“IEC”** shall mean specifications of International Electro technical Commission;
27. **“Initial Part Commissioning”** shall mean the commissioning of first part capacity of PPA Capacity by Power Producer, and shall include COD if the entire project commissioned together;
28. **“Inspecting Authority”** shall mean the authority designated by the competent authority for the said purpose;
29. **“kWp”** shall mean Kilo Watt Peak;
30. **“kWh”** shall mean Kilo Watt Hour;
31. **“LCoE”** shall mean Levelised Cost of Energy quoted by the bidders, which shall remain fixed for 25 operational years of the project:
32. **“LOA”** shall mean Letter of Allocation;
33. **“Lead Member”** shall mean the member of Bidding Consortium which is designated as leader of the Consortium by other member to represent them as Bidder for this RFP;
34. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
35. **“Month(s)”** shall mean a calendar month as per the Gregorian calendar;
36. **“MWp”** shall mean Mega Watt Peak;
37. **“Nodal Agency”** shall mean the Rajasthan Renewable Energy Corporation, (RRECL) Jaipur;
38. **“Operational Year(s)”** the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA. It is pertinent that, last Operational Year would get shortened by number of months by which Commissioning of Project got delayed from the SCOD;
39. **“Part Commissioning”** shall mean the Commissioning of capacity lower than the PPA capacity for the purpose of receiving the Commissioning certificate for part capacity;
40. **“Paid-up share capital”** means the paid up share capital as defined in Section 2 of the Company Act, 2013.
41. **“Performance Test”** shall mean tests as defined in Article 3.18 which establish successful installation and working of equipment at desired level as per the requirement of issuing authority;
42. **“Power Producer”** shall mean any one who has accepted the LoA then, enters into a PPA with the Procurer for supply of solar power and has legal ownership of all the equipment of the Project. After Expiry Date of PPA, ownership of Project will be transferred to Procurer as provided in the PPA;

43. **“Power Purchase Agreement or PPA”** shall mean the Power Purchase Agreement to be executed between Power Producer and the Procurer. The prescribed format for execution of PPA is attached as to this RFP;
44. **“PPA Capacity”** shall mean the capacity undertaken by the Power Producer for implementation of grid connected roof top solar PV Projects for sale of solar power to Procurer after undertaking a technical analysis of the likely capacity under the RFP;
45. **“Premise”** shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non-vacant area which is part of the Procurer establishment;
46. **“Procurer(s)”** shall mean the person or company or organization procuring solar power from the Power Producer at competitively determined tariff under the RFP and the PPA;
47. **“Project(s)”** shall mean the Grid Connected Solar PV Project(s);
48. **“Project Capacity”** means the capacity of the Projects mentioned in the Agreement. The Project capacity specified is on “AC” Side only;
49. **“Project Company”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with 3.9;
50. **“Prudent Utility Practices”** shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law;
51. **“Qualified Bidder(s)”** shall mean, for given scope of work, the Eligible Bidder having quoted minimum Financial Bid or Eligible Bidder matching minimum Financial Bid.;
52. **“RESCO”** shall mean a person or an entity, which is in the business of supplying power generated through Project installed in the Premise of the Procurer on mutually agreed terms;
53. **“RESCO Mode”** shall mean where the Bidders intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of solar power as per RFP;.
54. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it;
55. **“Scheduled Commercial Operation Date” or “SCOD”** shall mean 24 months from the date of Issuance of LoA.
56. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
57. **“Successful Bidder(s)”** shall mean the Qualified Bidder(s) selected by Nodal Agency pursuant to this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom LoAhas been issued;
58. **“Term of PPA”** shall mean the period from the Effective Date until the Expiry Date;
59. **“Year”** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of Contents and any headings or sub-headings in the Contract has been inserted for case reference only and shall not affect the interpretation of this document.

SECTION-I: INTRODUCTION

1. INTRODUCTION:

1.1. Request for Proposal for Selection of Power Producer for Implementation of 50MWp of Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Mode at various locations in the state of Rajasthan, India in accordance with MNRE/ RERC/ concerned distribution licensee norms.

1.2. The Bidder is advised to read carefully all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. Nodal Agency reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All bidders qualifying the technical stage shall be treated at par. Financial Bid of the Bidder qualifying at technical stage only shall be opened.

1.3. Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works Power Producer shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP.

2. BID DETAILS:

2.1. The bidding process is for approximate Fifty Mega Watt Peak (50 MWp) capacity for Implementation of Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Mode at various locations in the state of Rajasthan, India.

All the Bidders shall be required to bid for a Minimum capacity of 3 MW and Maximum capacity of 10 MW. The offers of bidders for less than 3 MW capacity will be considered non-responsive and summarily rejected.

List of Government Buildings received in RREC shall be made available at the home page of RREC's Website. However, the identification/ selection of Buildings is in the scope of successful bidder.

The maximum tariff to be quoted for Projects is Rs. 4.05/kWh. Financial bids containing tariffs quoted beyond the above limit will be summarily rejected.

2.2. No Subsidy / Incentive is available for any of the Project mentioned as part of this RfP. The provisions of MNRE OM dated 10.03.2021 issued on 'Approved Models and Manufacturers of SPV Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.' and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules. Such Projects are eligible for concessional funding under World Bank Financing. Bidder can choose to avail the above facility at its own discretion. The final decision to provide debt funding will lie with respective banks. Nodal Agency will take no responsibility/ liability for debt funding.

2.3. **Key Dates**

The Key Dates shall be as mentioned in **Bid Information Sheet.**

2.4. **Conditions Precedent**

Conditions Precedent for Procurer:

2.4.1.1. Procurer shall allocate sufficient shadow free space in its Premisestothe Successful Bidder, and provide last twelve (12) Months of electricity bills (at least of six (6) Months), to the Successful Bidder. Procurer shall allow Successful Bidder to visit the Premise for assessment of required space and locating the proposed project. Minimum space provided by Procurer shall be based on 100square feet per kWp.

2.4.1.2. On allocating enough space for installation of Project, Successful Bidder may ask for a change in location within Premise, but final decision on the location shall be taken by Procurer and it shall be binding on Successful Bidder.

2.4.1.3. Procurer should inform Nodal Agency and Successful Bidder, in writing, about the space provided for Project implementation.Any delay beyond 30 Days in providing sufficient space to Successful Bidder, Procurer's Project shall be excluded from further deliberations.

2.4.1.4. PPA shall be signed by the Procurer with Successful Bidder within ten (10) Days from the submission of C-PBG to the Nodal Agency.

2.4.1.5. Any delay beyond 60 Days in signing PPA with the Successful Bidder, Procurer's Project shall be excluded from further deliberations.

Conditions Precedent for Successful Bidder:

2.4.1.6. Confirmation on acceptance of LoA within 15 Days from the date of issuance of LoA.

2.4.1.7. Immediately after acceptance of LoA, the Successful Bidder shall initiate Site Survey, assess free capacity of the concerned DT, analyse last twelve (12) Months of electricity bills (at least six (6) Months) received from Procurer, and submit the letter of request for PPA Capacity to RREC, copying Procurer.

2.4.1.8. The Nodal Agency shall approve the proposed capacity of Solar Rooftop System by the successful bidder after survey of the building for signing PPA.

2.4.1.9. Nodal Agency shall communicate to Successful Bidder the PPA Capacity within ten (10) Days from the submission of the site survey report and letter of request.

2.4.1.10. Submission of C-PBG shall be within fifteen(15) Days from the confirmation by Nodal Agency on the PPA Capacity.

2.4.1.11. The bidders shall complete the commissioning of entire allocated capacity within 24 Months from the date of issue of LoA.

Consequences of non-fulfillment of conditions precedent:

2.4.1.12. RREC will provide the tentative list of the available government buildings to all the successful bidders. However, the entire responsibility for identification of buildings and execution of PPA within schedules timeline for Solar Rooftop Projects upto their allocated capacity shall lie with the successful Bidders.

2.4.1.13. In case, Nodal Agency cancels the LoA issued to Successful Bidder due to non-compliance of Successful Bidder, Nodal Agency shall ask the subsequent Bidder in the ascending order for issuance of LoA at the rate quoted by L1 for which LoA has been cancelled.

2.4.1.14. At any point of time, if it is found that Successful Bidder is non-compliant or is not signing the PPA for any specific type of Building(s), Nodal Agency may take strict action against the Successful Bidder. It may lead to cancellation of LoA issued to that Successful Bidder.

SECTION-II: INSTRUCTIONS TO THE BIDDER

3. INSTRUCTIONS TO THE BIDDER:

3.1. Bidder shall meet the Eligibility Criteria. Consortium of maximum of three companies is allowed under RFP. Consortium may comprise of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination thereof. In case of consortium, Lead Member must independently meet the Financial Eligibility Criteria.

3.2. Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:

a) Bidder shall establish net-worth as required by this RfP.
b) In-case Bidder/ Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then relationship with the Affiliate by the Bidder shall continue i.e., equity holding should be more than 26% for period of the First Operational Year. Further, Affiliate of Bidder and member of Consortium shall furnish information as sought in FORMAT 9 & FORMAT 12.

3.3. A Bidder shall not have a conflict of interest for the bid. Bidder(s) shall be disqualified where it has conflict of interest. The Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:

a) A Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium.
b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of Nodal Agency regarding this bidding process.

3.4. Nodal Agency have rights to annul/cancel the Bid of Bidders who will take any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with Nodal Agency during preparation of RFP and PPA.

3.5. The Bidders shall have to submit their Technical Bid and Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 2.3.

3.6. ELIGIBILITY CRITERIA

3.6.1 GENERAL

The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of

Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with Format 2.

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

i. **If Bidder or any member of consortium has not performed satisfactorily in the Work Order(s) of Nodal Agency, leading to cancellation of Work Order(s) of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.**

ii. **If Bidder or any member of consortium is involved in litigation or arbitration with Nodal Agency arising out of work completed or under execution by it, of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.**

3.6.2 **FINANCIAL ELIGIBILITY CRITERIA:**

3.6.2.1 (i) The Bidder should have minimum Net worth of INR three (3) crores **(Rs. 1 crore per MW for the quoted capacity)**, subject to provisions of clause 3.2. In case of Consortium, Net worth should be fulfilled by Lead member only. The Computation of Net worth shall be based on latest available unconsolidated audited annual accounts but not older than two (2) Years. Share premium can be included in the Net worth calculation only in case of listed companies in India. The formula of calculation of net-worth shall be as follows:

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

AND

(ii) The Bidder should have Minimum Average Annual Turnover (MAAT) of INR nine (9) crores **(Rs. 3 crore per MW for the quoted capacity)** during last three financial years, i.e. 2021-22, 2020-21 and 2019-20. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

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

Note:-

i. All requisite documents, such as balance sheet, P&L account, schedules etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder claim for meeting the financial eligibility criteria shall be required to be submitted.

ii. It is essential to submit financial eligibility criteria requirement and undertaking form as attached in Format 8A and Format 10 of this RfP.

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

b) Bidder shall furnish documentary evidence as per the Format 9, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.

c) Bidder can use the financial strength of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
d) In case of Consortium, Financial Eligibility Criteria has to be met individually by Lead Member and/or its Affiliate.
e) Bidders shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility as per FORMAT 13. If the declaration to above effect is found to be false, the eligibility would be considered null and void.

3.6.3 TECHNICAL ELIGIBILITY CRITERIA:

The bidder should have designed, supplied, installed & commissioned at least one (1) number of Grid Connected SPV power plant with a minimum capacity of 250 kWp and cumulative capacity of Grid Connected SPV power plant of not less than 50% of quoted capacity commissioned in the last five (5) years, prior to bid submission date.

Note:-

i. The bidders must submit documentary proof for technical eligibility certified by concerned Nodal Agency/Government Organisation/SECI/MNRE Authorised Agency/Project Owner for work executed.
ii. Bidder can use the technical strength of its Affiliate to fulfill the Technical Eligibility Criteria mentioned in RfP.
iii. In case of consortium, Technical Criteria shall be fulfilled either by Lead Member or by other consortium partners individually.

3.7. CHECK-LIST:

All bidding related documents should only be submitted online through e-proc website. The hard copy of only payments and guarantees should be sent to the Nodal Agency. To ensure all requisite and relevant documents are uploaded online and is complete in all respects, a check-list of documents has been provided in SECTION VI as part of RfP.

3.8. INCORPORATION OF A PROJECT COMPANY:

In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, Bidder is responsible to incorporate a Project Company within forty five (45) Days from the issuance of LoA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, also transfer already obtained clearances, if any.

The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of one (1) Operational Year. Company formed by members of the consortium who is a Successful Bidder shall have at least aggregate equity share holding of 51% held by the member of the Consortium in a newly formed Company, up to a period of one (1) Operational Year. Further, any member of the Successful consortium shall maintain individual equity in newly formed Company of at least, 51% (0.51) of its share in the bidding consortium, up to a period of one (1) Operational Year.

In case of Successful Bidder being a Partnership Firm or an LLP, the equity ownership of the partners in the Successful Bidder or the Project Company shall remain in same proportion as mentioned in the partnership deed submitted along with the Bid, up to a period of one (1) Operational Year. Nodal Agency shall be notified, within a month, in case of any change in equity proportion for ownership of such Successful Bidder.

Any change in ownership and liabilities after one (1) Operational Year shall be permissible, however Power Producer should inform Nodal Agency in writing within 30 Days of change in ownership.

3.9. **BID SUBMISSION BY THE BIDDER:**

The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.

Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s). Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. Strict adherence to the documents required to be submitted Check List-I, as per clause 3.12 shall be ensured, failure on this account may lead to rejection of Bid.

The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of Nodal Agency and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial & technical requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor’s report, technical experience etc., as the case may be.

The Bidding Company should designate one person to represent the Bidding Company in its dealings with Nodal Agency. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original as per FORMAT 7, authorizing the signatory of the Bid.

3.10. **CLARIFICATIONS AND PRE-BID MEETING:**

The Bidder may seek clarifications or request amendments to RfP by submitting their Clarification/Suggestions through the link available on the Home Page of RRECL website.

The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by Nodal Agency.

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

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

3.11. **BID DOCUMENTS:**

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

a) **CHECK LIST-I :** The following documents are to be submitted in physical (hard copy) upto the date and time mentioned in this RfP. The scanned copies of these documents are also required to be uploaded Online in Cover-1:

- Covering Letter as per prescribed FORMAT 1
- Cost of tender document
- e-proc Processing Fee
- Bid Security of required value as mentioned in Clause 3.15,
- Certificate issued by the Competent Authority for Exemption/Concessional EMD, if applicable.

b) **CHECK LIST-II TECHNICAL DOCUMENTS:** The following documents are to be submitted OnlineOnly:

- Original power of attorney (on the stamp value of Rs.1000/-, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013).
- General particulars of Bidder as per Format 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- Bidder’s composition and ownership structure as per prescribed Format 3 as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable).
- Format 8A & 8B for meeting Eligibility Requirements along with all supporting documents.
- Format 9, if applicable, supported by Board Resolution of the Affiliate.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per Format 10, as applicable.
- Format 12 for Consortium Agreement, if applicable.
- Format 13 on Declaration for submission of Bid.

- Format 14 Compliance with Code of Integrity & No Conflict of Interest
- Format 15 Grievance Redressal Process
- Signed and stamped Copy of RFP including amendments & clarifications by authorised signatory of Company on each page.

METHOD OF BID SUBMISSION

a) Bidders are required to submit technical bid, along with all relevant documents as detailed in Clause 3.9 and 3.11 above, on e-tendering website. No hard copy of tender related documents will be accepted, except for challan/payment/fee.
b) The tender shall be submitted through online mode only, on or before the Bid Deadline.
c) Financial Bid shall also be submitted through online mode only, with due encryption process in place.

Nodal Agency shall not be responsible for any delay in receipt of the technical bid . It should be noted that except Financial Bid, no other document shall contain any information/ document relating to Financial Bid. Nodal Agency shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

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

3.12. **BID DEADLINE:**

3.12.1. The Bidder should submit the online Bid on or before the time schedule mentioned in Bid Information Sheet.

3.13. **VALIDITY OF BID:**

The bid shall remain valid for a period of one hundred and eighty (180) Days from the date of online Bid submission. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter of Allocation (LoA), Nodal Agency shall forfeit the Bid Security furnished by the Bidder. The date of issuance of LoA shall be intimated by the Nodal Agency to the Successful Bidder. In exceptional circumstances when LoA is not issued, the Nodal Agency may solicit the Bidder's consent to an extension of the period of Bid Validity Period. In such circumstances, the Bid Security provided shall also be suitably extended.

3.14. **COST OF BIDDING:**

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

3.15. BID SECURITY:

3.15.1 BID SECURITY:

The bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as stated in the table below:

Quoted Capacity in MWp	Bid Security (Rs.)	Bid Security for Small Scale Industries of Rajasthan (Rs.)	Bid Security for other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (Rs.)
Minimum 3 MWp maximum upto 10 MWp	Rs. 26,10,780/- for 3 MWp (@ Rs. 8,70,260/-per MWp of quoted capacity)	Rs. 6,52,695/- for 3 MWp (@ Rs. 2,17,565/-per MWp of quoted capacity)	Rs. 13,05,390/- for 3 MWp (@ Rs. 4,35,130/- per MWp of quoted capacity)

All provisions regarding exemptions of EMD shall be as per provisions of RTPP Act and GF&AR of GoR. Whereas it is described:Under rule 57 (2)(a)(i) of GF&AR – Part-II (FD Order No. F1(1)FD/GF&AR/93-II,dated: 01/07/1996.

In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. Such bidders are exempted from Bid Security on producing bid securing declaration in Hard Copy in Envelope-1 and also online in Cover-1.

The Bid Security shall be from a nationalized/ scheduled bank in the form of Demand Draft drawn in favour of Managing Director, RRECL, Jaipur payable at Jaipur OR Bank guarantee as per prescribed format 4.

The initial validity of Bid Security shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder on the advice of Nodal Agency, if required, at any time before bid process is concluded.

Bid Security shall be returned to all other Bidders except Successful Bidder, within fifteen (15) Days from date of submission of C-PBG by the Successful Bidders or within three (3) Months of opening of Financial Bid result, whichever is earlier.

The bid security for the successful bidder shall be returned within 15 days of submission of CPBG.

In order to avail the benefits of concessional Bid Security in case of joint Venture/ Consortium all the parameters of Joint Venture/ Consortium must be Small Scale Industries of Rajasthan or sick industries as defined under this clause.

The Bid Security shall be denominated in Indian Rupees and:

a) Bid Security should be confirmed for payment to Nodal Agency by respective banks.
b) Bid Security shall be submitted in its original form and copies will not be accepted.

The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Nodal Agency under following circumstances:

a) If a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RfP document.
b) If Successful Bidder fails to fulfil its Conditions Precedent as specified in 2.4.
c) If Successful Bidder fails to sign the PPA within the indicated time unless the default from procurer as per Article 2.4.1.5.

3.15.2 ADMINISTRATION COST

Successful Bidder shall additionally submit 1% of MNRE Benchmark Cost (prevailing at the time of Bid Submission) plus Applicable taxes as a Nodal Agency administration cost, for each Project within 15 days of sanction of project through DD/ bankers Cheque in favour of MD, RREC, Jaipur. In the event of non-submission of such administrative cost, by the Successful Bidder, the Bid security shall be forfeited of such Successful Bidders.

3.16. CONSTRUCTION BANK GUARANTEES(C-PBG)/PERFORMANCE SECURITY

3.16.1.1. The Successful Bidder shall furnish C-PBG/ Performance Security at rate as detailed below or part thereof from a nationalized/ scheduled bank in the form ofBank Guarantee as per prescribed Format 5 or Bank Draft / Banker's Cheque of a scheduled bank.

3.16.1.2.

C-PBG Amount (Rs.)	C-PBG for Small Scale Industries of Rajasthan	C-PBG for other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction
Rs. 13,05,377/- per MW	Rs 2,17,563/-per MW	Rs 4,35,126/- per MW

Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them.

Additional Preformance Security shall required to be deposited by the bidders quoting 15% below the ceiling tariff (Rs. 4.05 per unit) as per provisions of the RTPP Rules, 2013.

3.16.1.3. Submitted C-PBGs shall be valid till six(6) Months from the SCOD with a further claim period of six (6) Months, or required to be extended as deemed necessary. The Successful Bidder shall furnish C-PBG within fifteen (15) Days from the date of receipt of Nodal Agency response on change in PPA Capacity and before the signing of PPA. Failure to submit C-PBG, as above, without sufficient justification acceptable to the Nodal Agency, shall be considered as refusal to execute the PPA and Nodal Agency shall have right to forfeit the Bid Security. If the successful Bidder is willing to submit single C-PBG for entire allocated capacity, the same is allowed before signing of first PPA.

3.16.1.4. Nodal Agency shall release C-PBG to Successful Bidder within three (3) Months from COD.

3.16.1.5. In case of delay in signing of PPA by the Procurer for more than 60 days, from the submission of C-PBG by the Bidder to Nodal Agency, the project shall be excluded and the bidder shall submit another proposal to Nodal Agency by identifying any alternate building.

3.16.1.6. Further, in case of delay in achieving/fulfilling any milestone as mentioned in COD Schedule or as per Conditions Subsequent of PPA, C-PBG shall be forfeited.

3.16.1.7. In case, Power Producer fails to achieve the Completion of the Project within the given timeline, Nodal Agency shall forfeit the BG.

3.16.1.8. If a successful bidder is willing to submit the single C-PBG for the entire capacity, the same is allowed before signing of first PPA.

3.17. LIQUIDATED DAMAGES:

In case of natural calamity or any reason beyond the control of Power Producer or unavoidable circumstances, the work is not completed within the given timeframe, Nodal Agency may consider grant of extension after the reason submitted by Power Producer are found to be satisfactory. Delay in receipt of equipment of Solar System like solar panel, PCU, etc. from the vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension.

If the Power Producer fails to execute the work and Commission the project on or before the SCOD, Nodal Agency shall have the right to impose penalty equivalent to 5% of C-PBG value per week from the SCOD subject to maximum of twenty (20) weeks delay. In case of delay beyond extended timeline of twenty (20) weeks, Nodal Agency may cancel the PPA and Power Producer shall be liable to pay Liquidated Damages to the Nodal Agency.

3.18. PERFORMANCE MONITORING MECHANISM

The Power Producer shall demonstrate that the said project delivers Capacity Utilization Factor (CUF) of at least 15%, adjusted for seasonality as tabulated below, for one (1) day before declaration of successful Completion of the Project.

Month	kWh generation in 1 day per kWp system
January	3.36
February	3.52
March	4.28
April	4.14
May	4.05
June	3.71
July	3.21
August	3.28
September	3.48
October	3.66
November	3.48
December	2.88

For the purpose of measuring CUF:-

Power Producer shall ensure that all Projects are Remote Monitoring System (RMS) enabled. The data from such RMS enabled Projects would be monitored or analyzed remotely by Nodal Agency, independently or at its Centralized Monitoring Centre, to ensure desired level of performance. The Power Producer shall ensure and shall have no objection to provide access to RMS for data acquisition and monitoring the performance of Project(s) by Nodal Agency. The Power Producer shall support Nodal Agency in establishing technical handshake between RMS and the Centralized Monitoring Centre being established by Nodal Agency. The Power Producer shall ensure that the connectivity of the Project with the Centralized Monitoring Centre of Nodal Agency is uninterrupted at all times during O&M period and shall make all necessary arrangements for the same. Nodal Agency or its authorized agency reserves right to validate the authenticity of such data for which Power Producer shall extend full access and its cooperation.

3.19. OPERATION AND MAINTENANCE:

During the course of twenty five (25) Operational Years, the Power Producer (s) will service and maintain the system including replacement of the product, as per Prudent Utility Practices. The Power Producer will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at his own cost. It is advisable for the Bidder to ensure proper arrangements for cleaning of panels (at least 16 cycles in a Year and Year must exclude June to September period) in order to maintain the requisite performance expectations.

3.20. POWER PRODUCER'S DEFECT LIABILITY:

If it shall appear to the Nodal Agency that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior quality, the Power Producer shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials at its own charge and cost if so desired by Nodal Agency in writing.

The Power Producer shall also be undertaking the operation and maintenance of the project and consequently shall be required to rectify any defects that emerge during the operation & maintenance of the Project for the entire term of the PPA.

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

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

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

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

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

3.22. ZERO DEVIATION:

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

3.23. EXAMINATION OF BID DOCUMENT:

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

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

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

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

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

3.24. TAXES AND DUTIES:

The Financial Bid should include all taxes and duties etc., if any. Power Producer shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable shall be payable by the Power Producer. However, if any new change in tax/duty and cess is effected in the period after the Bid Submission Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer as determined by the Competent Authority.
To evaluate impact of any change of laws in future, the rates applicable for each component shall be considered in the ratio of:-

- Material Component- 70% of the Benchmark cost
- Erection, Installation and Commissioning (I&C) component- 30% of the Benchmark Cost and
- Yearly operational cost will be considered as 3% of the Benchmark cost

The Quoted Tariff would be adjusted as below based on the variations in the capital cost and operational cost on account of change in taxes. Adjustment shall be allowed only if the extent of variation in taxes is beyond the deviations specified in table below:

	Variation due to change in taxes	Proportionate adjustments to the tariff
Capital Cost (Adjustments will be considered only if the change is more than 2.5%)	+ X%	+ 0.7 X%
	- X%	- 0.7 X%
Operational Cost (Adjustments will be made only if change is more than 5%)	+ Y%	+ 0.1 Y%
	- Y%	- 0.1 Y%

3.25. **SCHEDULE OF RATES FOR ADDITIONAL WORKS:**

The Rates of additional electrical work within the premises will be decided on the basis of at par rates of Schedule Of Rates (SOR), for Electrical works, Public Works Department (PWD), Jaipur, Govt. of Rajasthan amended from time to time;

The rates of additional civil work shall be as per at par the rates of Schedule Of Rates (SOR) for building works, Public Works Department, (PWD), Jaipur, Govt. of Rajasthan,, amended from time to time;

3.26. **PROGRESS REPORT:**

Power Producer shall have to commission the Project within Twenty Four (24) Months from the date of issuance of LoA. The Power Producer shall submit monthly progress report to Nodal Agency, in prescribed pro-forma to be designed in discussion with Power Producer, for the period from signing of PPA to CoD. Nodal Agency will have the right to depute his/their representatives to ascertain the progress at the premises of work of the Power Producer.

3.27. **FORCE MAJEURE:**

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

In the event that the Power Producer is not able to perform his obligations under this Agreement on account of force majeure, he will be relieved of his obligations during the force majeure period.

If a force majeure situation arises, the Power Producer shall promptly notify Nodal Agency in writing, not later than seven(7) Days from the date such situation arises (in case, communication is not possible to Nodal Agency, Power Producer shall notify Nodal Agency not later than one (1)Day from the day when communication system will be restored). The Power Producer shall notify Nodal Agency not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, Nodal Agency shall decide and grant suitable additional time for the completion of the work, if required.

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

3.28. **APPLICABLE LAW:**

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

3.29. **SETTLEMENT OF DISPUTE:**

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

If the parties fail to resolve, such a dispute or difference by mutual consent, within forty five (45) Days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration conducted under the provisions of the "The Arbitration and Conciliation Act, 1996". The decision of The Arbitration and Conciliation Act shall be final and binding up on the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of Rajasthan. No arbitration proceedings will commence unless such notice is given.

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

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

3.30. **LANGUAGE:**

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

3.31. **OTHER CONDITIONS:**

Power Producer has to obtain all the necessary approvals/Consents/Clearances required for design, engineering, supply, installation, testing and commissioning including Comprehensive O&M of the Project including connectivity to the licensee's network. Nodal Agency and the Procurer will extend possible cooperation to Power Producer in this regard. However, the Power Producer shall be solely responsible for obtaining such approvals/consents/clearances.
The Power Producershall not transfer, assign or sublet the Projectunder the Agreement pursuant to this RFP to any party other than lenders.

3.34. AMENDMENT:

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

3.35 SUCCESSORS AND ASSIGNS:

In case the Power Producer may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization and this PPA is assigned to any entity partly or wholly, the PPA shall be binding mutatis mutandis upon the successor, entities and shall continue to remain valid with respect to obligation of the successor, entities.

3.36 SEVERABILITY:

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

3.37 TAX EXEMPTIONS:

Nodal Agency will extend possible cooperation to Power Producerin availing any tax exemptions. However, the responsibility of availing any such exemptions, if any, would rest with the Power Producer.

3.38 FRAUD AND CORRUPTION

The Power Producers, suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:

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

(iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) **“obstructive practice” is**

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

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

II. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

III. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

IV. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Nodal Agency to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Nodal Agency.

3.39 DEBARRED FROM PARTICIPATING IN NODAL AGENCY’S TENDER

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

SECTION III: BID EVALUATION

4. BID EVALUATION:

4.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING FOUR STEPS:

- Step I-Responsiveness check of Technical Bid
- Step II-Evaluation of Bidder's fulfilment of Eligibility Criteria described in Section-II
- Step III-Evaluation of Financial Bid
- Step IV-Selection of Successful Bidders

4.2. RESPONSIVENESS CHECK OF TECHNICAL BID:

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

4.2.1.1. Bid not uploaded in prescribed Check List format.
4.2.1.2. Bid that are incomplete, i.e. not accompanied by any of the applicable formats;
4.2.1.3. Bid not accompanied by contents of Check List as mentioned in Section VI.
4.2.1.4. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
4.2.1.5. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
4.2.1.6. Information not uploaded in the formats specified in this RFP;
4.2.1.7. Bid being conditional in nature;
4.2.1.8. Bid not submitted by the Bid Deadline;
4.2.1.9. Bid having conflict of interest;
4.2.1.10. Bidder makes any misrepresentation;
4.2.1.11. Any other act of Bidder which may be unlawful for the purpose of this RFP.
4.2.1.12. Bid submitted is not in requisite format(s).

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

4.4. EVALUATION OF FINANCIAL BID:

Financial Bid of the Eligible Bidder shall be opened online in presence of the representatives of such Eligible Bidder, who wish to be present, on date as may be intimated by Nodal Agency to the Bidder through e-proc website. The evaluation of Financial Bid shall be carried out based on the information furnished. The Financial Bid submitted by the Bidder shall be scrutinized to ensure conformity with the RFP. Any Bid not meeting any of the requirements of this RFP may cause the Bid to be considered "Non-responsive".

SECTION IV: SUCCESSFUL BIDDER(S) SELECTION

5. SUCCESSFUL BIDDER(S) SELECTION:

5.1. Bid qualifying as per Eligibility Criteria shall only be evaluated in this stage.
5.2. All Bidders qualifying Eligibility Criteria shall be placed as equal. Technical qualification is must for a Bidder to become eligible for assessment on financial criteria.
5.3. Eligible Bidders shall quote the Fixed Tariff for 25 Years (Quoted Tariff) in the Financial Bid, as per format specified in Section VIII. The Quoted Tariff shall be calculated up to four (4) decimal places. The Bids shall be evaluated to identify Total No. of Qualified Bidders for allocation of 50 MW capacity.
5.4. Eligible Bidders shall be ranked from the lowest to highest quote based on the Financial Bids submitted by the Bidders.
5.5. Eligible Bidder with lowest Quoted Tariff for given scope of work shall become the Qualified Bidder.
5.6. For Selection of other Bidders for allocation of 50 MW Capacity, Bidders with the higher quote L2,L3,L4,L5,L6,…..and so on shall match the Price Bid of declared L1 first. In such cases, when any bidder in the ascending order refuses to match the price bid of declared L1, next bidder in the Ascending Order will be offered to match the Price Bid of declared L1 and this process will be continued till selection of required nos. of successful bidders for allocation of 50 MW Capacity.
5.7. L1 bidder will be allocated a capacity quoted by them.
5.8. Next bidders in ascending order after matching the tariff quoted by L1 bidder will be allocated capacities equal to their respective quoted capacity till allocation of entire 50 MW Capacity.
5.9. In case where two or more Eligible Bidders bid the same Quoted Tariff, Eligible Bidder with highest Net Worth shall be placed above the bidder having lower Net-Worth in Ascending Order.
5.10. In case of non-availability of required no. of proposals, the balance allocation will be on the discretion of MD, RREC.
5.11. The LoA shall be issued by the Nodal Agency to the Successful Bidders.
5.12. If Successful Bidder fails to acknowledge the same, submit the C-PBG, the Nodal Agency reserves the right to annul/cancel the LoA to Successful Bidder.
5.13. Nodal Agency at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever.

SECTION V: SCOPE OF WORK

6. DETAILS OF WORKS:

6.1. Design, engineering, supply, installation, testing and Commissioning of various capacities of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O&M for period of twenty five (25) Operational Years for Sale of Solar Power. Power Producerwould have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee/ CEIG, as applicable. Comprehensive O&M for twenty five (25) Operational Year shall be required for each of the Project. **The minimum capacity of the RTS project shall be more than 25kWp.**

Bidder shall be responsible for all the works related to Commissioning and operation for twenty five (25)Operational Years of Project. In no case, Procurer or Nodal Agency shall be responsible to pay or increase in tariff for any work related to Project.

It is clarified that the projects awarded under this RFP would not include energy storage with rooftop solar project. However, if Procurer desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the tariff discovered for sale of power under this RFP.

6.2. **THE SCOPE OF WORK SHALL ALSO INCLUDE THE FOLLOWING:**

A layout plan of the site should be submitted to the Inspecting Authority clearly indicating the identified location for installation of SPV modules & control room, where control panels shall be installed. The Power Producer shall also submit

a) the mode in which the system will operate is in accordance with the provisions of Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE Generative System Regulations 2021 issued by RERC vide Notification Dated: 08-04-2021 as amended from time to time;
b) Detailed planning of time bound smooth execution of Project;
c) Performance testing of the Completion and Successful Commissioning of the Project;
d) Comprehensive O &M of the Project for twenty five (25) Operational Year to assure faultless operation, and inventory maintenance;
e) Supply of Power from Commissioning to Termination or for twenty five (25) Operational Years;
f) Coverage of risk liability of all personnel associated with implementation and realization of the Project;
g) The Power Producer shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the term of PPA;

The Power Producer is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project for the Comprehensive O&M period of first 3 Operational Years. The Power Producer should immediately take necessary action to repair any damage to the water proofing. However, in such situations, Power Producer shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to Procurer. If Power Producer fails to do required water proofing within 7 days from the day of identification of issue, Procurer may get the same done at prevailing market rate and Power Producer shall reimburse the same to Procurer. If the Power Producer fails to reimburse the expenses to the Procurer then such expenses shall be adjusted by the Procurer from the energy bills of the next six (6) months.

Power Producer shall be responsible for O&M of the Project from Commissioning or SCOD, whichever is earlier, to the completion of twenty five (25) Operational Years.

In case the bidder desires to do ground mount for part/full capacity for any site then bidder should consider the associated civil costs for such sites while bidding.

6.3. **INTERNAL ELECTRIFICATION:**

Inspection of the existing electrical network of each of the Project site;
Inspection of the Project in respect of its interfacing with licensee network/ identified electrical load;
Preparation and submission of electrical drawing for the site with quantity of material required;
Obtaining prior approval of the work and drawing from Inspecting Authority;
Execution of the work in accordance with the norms and regulation directives for testing and completion of the Project to the satisfaction of the Nodal Agency;

6.4. **GRID CONNECTION:**

The Power Producer shall be responsible for synchronization of the Project with licensee's network under Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE Generative System Regulations 2021 issued by RERC vide Notification Dated: 08-04-2021as amended from time to time.

6.5. **METERING AND GRID CONNECTIVITY:**

Metering and grid connectivity of the Projects would be the responsibility of the Power Producer in accordance with the prevailing guidelines of the concerned distribution licensee and / or CEA and net metering provisions in the state of Rajasthan. Nodal Agency and Procurer may facilitate in the process; however the entire responsibility lies only with the Power Producer. The cost of required meters shall be borne by Successful Bidder. This includes purchase of meters under Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE Generative System Regulations 2021 issued by RERC vide Notification Dated: 08-04-2021 as amended from time to time.

The Successful bidder will bear the cost of net metering including interconnection cost. The Rooftop owner will have to bear the cost-of-service line up-gradation, change in CT/PT for metering, if required, However, the successful bidder owner will have to inform to building owner all the expected cost which the building Owner have to incur at the time of singing of PPA.

The Power Producer shall install the Generation Meter separately near the output of Inverter and Net-Meter shall be located in place of present discom's metering system.

Meters and metering equipment shall be tested as per provision of RERC and as per IS 14697 at CPRI or at any NABL accredited/distribution licensee lab before installation at site on the cost of power producer and should be properly sealed in the presence of designated authority from procurerat the time of installation.

The accuracy class, current rating and certifications of the net meter and generation meter shall confirm with the standards for net meter and standards for generation meter as provided by Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE Generative System Regulations 2021 issued by RERC vide Notification Dated: 08-04-2021 as amended from time to time.

6.6. **INSURANCE:**

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

6.7. **WARRANTY AND GUARANTEES:**

The Bidder shall warrant that the goods supplied under this Agreement are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials as per standards specified in the technical specifications of this RFP. The Power Producer shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of twenty five (25) Operational Years.

The responsibility of operation of warranty and guarantee clauses and claims/ settlement of issues arising out of said clauses shall be responsibility of the Power Producer and Nodal Agency will not be responsible in any way for any claims whatsoever on account of the above.

6.8. **TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP:**

The design, engineering, manufacture, supply, installation, testing, commissioning and performance of the equipment shall be in accordance with latest/ appropriate IEC/Indian Standards as detailed in the technical specifications of this RFP or its subsequent amendments. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ electricity regulators/ Nodal Agency shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.

The specifications of the components should meet the technical specifications mentioned in this RFP or its subsequent amendments.

Any supplies which have not been specifically mentioned in this RFP but which are necessary during construction or Comprehensive O&M period of the Project shall be provided by the Power Producer without any extra cost and within the time schedule for efficient and smooth construction and Comprehensive O&M of the Project.

6.9. CONSTRUCTION OF CONTROL ROOM ETC.

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

6.10. ADDITIONAL WORKS

Additional civil, structural or electrical works which are so required/desired to be undertaken by the Procurer for the Project and which are not covered in the scope of work, shall be done by the Power Producer after obtaining concurrence of the Procurer on its design, drawing and estimate cost of such additional works shall be computed on the basis of SOR of PWD (Civil) and of DISCOM (Electrical). Cost of additional works shall be decided mutually between Power Producer and Procurer but in any case, it should not be more than cost computed based on SOR rates. A copy of cost assessed for additional work shall be submitted to RREC for approval. Additional works may include but not limited to;

6.10.1.1. Laying of additional length of cable and accessories if the complete space/ rooftop provided is more than 500 mtrs away from the utility/DISCOM metering point.

6.10.1.2. Requirement of additional/specific design of structure, as desired by Procurer in deviation with the design provided by the Power Producer, to accommodate solar panels on rooftop, ground or on any existing structure/ construction/body.

6.10.1.3. Construction of approach to the rooftop/place of installation.

Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) disturb water proofing of roof (c) carry out any other modification of the Premises without the written consent of the Procurer. One time cost for strengthening of Premise to the extent required for setting up Solar PV Project during construction shall be borne by Power Producer. Any delay due to strengthening of Premise shall not be considered to extend the SCOD unless it is approved by Procurer in written. Cost of repair or maintenance of Premise to the extent required for the Solar PV Project, during the Comprehensive O &M of Project, shall be the responsibility of Power Producer, other than cost required for water proofing. The cost for water proofing will be the responsibility of Power Producer for a period of first three (3) Operational Years.

In case of any ambiguity over any specific works, Power Producer and Procurer shall involve Nodal Agency to get the clarity on the additional works.

6.11. PROVISION OF SIGN BOARD

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

6.12. COMPLETION AND COMMISSIONING

6.12.1.1. Part Commissioning is not allowed for any Project.

6.12.1.2. Power Producer, in coordination with the Discom, shall submit Commissioning certificate, issued by the concerned Discom, in accordance with all applicable regulations/policies.

6.12.1.3. Further, Nodal Agency shall issue the Commissioning Certificate for the capacity of the Project Completed on issuance of Completion Certificate for capacity.

For the purpose of obtaining Completion certificate, following documents shall be required:

a) Inspection Report of the Work(s) for all equipments/material;
b) CEIG Approval for the PPA Capacity or part thereof, if applicable;

SECTION VI: CHECKLIST

Checklist -I

S.No.	Particular	Format No.	Copy Attached Yes / No
1	Covering Letter	1	Yes / No
2	Cost of Tender Document (Non-Refundable)		Yes / No
3	e-proc charges (Non-Refundable)	-	Yes / No
4	Bid Security (In Bank Guarantee/ DD) alongwith documentary evidence in support of Exemption/ Concession	4 (in case of Bank Guarantee)	Yes / No

Checklist -II

S.No.	Particular	Format No.	Copy Attached Yes / No
1.	Power of Attorney in favour of authorised signatory, on requisite value of stamp paper (Rs. 1000/-).	7	Yes / No
2.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)	-	Yes / No
3.	General Particulars	2	Yes / No
4.	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5.	Declaration for Eligibility Criteria Requirement (Financial & Technical)	8A & 8B	Yes / No
6.	Format For Certificate Of Relationship in case of Affiliate (if applicable)	9	Yes / No
7.	Certificate of Incorporation	-	Yes / No
8.	Undertaking Form	10	Yes / No
9.	Consortium Agreement (If applicable)	12	Yes / No
10.	Declaration	13	Yes / No
11.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	7	Yes / No
12.	Compliance with Code of Integrity & No Conflict of Interest	14	Yes / No
13.	Grievance Redressal Process	15	Yes / No
14.	RfP Document Sealed and Signed along with the corrigenda and addenda (if any)	-	Yes / No

SECTION VII: TECHNICAL PARAMETERS

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

8. PARAMETERS

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

8.2. **PROJECT SHALL CONSIST OF FOLLOWING EQUIPMENT/ COMPONENTS:**

8.2.1 Solar Photovoltaic Modules

8.2.1.1 The provisions of MNRE OM dated 10.03.2021 issued on 'Approved Models and Manufacturers of SPV Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.' and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS.

8.2.1.2 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 IEC 61730 Part-1- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.

8.2.1.3 For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.

8.2.1.4 The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 300 Wp and above wattage. Module capacity less than minimum 300 Wp should not be accepted.

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

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

8.2.1.7 The module frame shall be made of corrosion resistant materials, having Pre-galvanized/ anodized Aluminium or superior material.

8.2.1.8 The Power Producer shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his Bid.

8.2.1.9 Other general requirement for the PV modules and sub systems shall be the following:

a) The rated output power of any supplied module shall have tolerance of +/- 3%.
b) The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
c) The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
d) I-V curves at STC should be provided by Power Producer.

8.2.1.10 Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules This should be inside laminate only.

a) Name of the manufacturer of the PV module
b) Name of the manufacturer of Solar Cells.
c) Month & year of the manufacture (separate for solar cells and modules)
d) Country of origin (for solar cells)
e) I-V curve for the module Wattage, Im, Vm and FF for the module
f) Unique Serial No and Model No of the module
g) Date and year of obtaining IEC PV module qualification certificate.
h) Name of the test lab issuing IEC certificate.
i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

8.2.1.11 Warranties

a. Material Warranty

i) Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a Period not less than 5 years from tha date of sale to original 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 replace the solar module(s)

b. Performance Warranty

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the twenty five (25)Year period and not more than 10% at the end of twelth (12^{th}) Year of the full rated original output.

8.2.2 Array Structure

8.2.2.1 Hot dip galvanized MSmounting 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 insulation. However to accommodate more capacity the angle inclination may be reduced until the Project meets the specified performance ratio requirements.

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

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

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

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

8.2.2.6 Regarding civil structures the Power Producer need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.

8.2.2.7 The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m^2.

8.2.2.8 The minimum clearance of the structure from the roof level should be 300 mm. Allowed as per site feasibility.

8.2.2.9 Ballast type structures can be used only for plants for capacity more than 40 kWp.

8.2.3 Junction Boxes (JBS) Based on System Design Requirements

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

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

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

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

8.2.4 DC Distribution Board Based on System Design Requirements

8.2.4.1 DC Distribution panel to receive the DC output from the array field.

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

8.2.5 AC Distribution Panel Board

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

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

8.2.5.3 The changeover switches, cabling work should be undertaken by the Power Producer as part of the project.

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

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

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

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

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

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

8.2.6 PCU/Array Size Ratio

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

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

c) 10% (maximum) overloading of inverter is allowed, Subject to manufacturer's recommendations.

8.2.7 PCU/ Inverter

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

- Switching devices: IGBT/MOSFET
- Control : Microprocessor /DSP
- Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
- Output frequency: 50 Hz
- Grid Frequency Synchronization range: + 3 Hz or more
- Ambient temperature considered: -20^{o} C to 50^{o} C
- Humidity: 95 % Non-condensing
- Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
- Grid Frequency Tolerance range: + 3 or more
- Grid Voltage tolerance: - 20% & + 15 %
- Inverter efficiency(minimum): >93% (In case of 10kWp or above)
- Inverter efficiency (minimum): > 90% (In case of less than 10 kWp)
- THD: < 3%
- PF: > 0.9

b) Three phase PCU/ inverter shall be used as required.

c) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.

d) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power; inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.

e) Built-in meter and data logger to monitor Project performance retrievable through external computer shall be provided.

f) The power conditioning units/inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2(1,2,14,30)/Equivalent BIS Std.

g) The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.

h) The PCU/ inverters should be tested from the MNRE approved test centres/NABL/BIS/IEC accredited testing-calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

8.3 Integration Of PV Power With Grid

8.3.1 For better grid interaction and functioning of Project, the following arrangement shall be ensured by Power Producer:

a) Project should have appropriate instruments installed at solar panel output, inverterand load to facilitate minute-wise recording and storage of monthly data (voltage, current, generation, consumption and grid injection) for twelve (12) Months of energy flow at various nodes.

b) In case of network failure, or low or high voltage, Project shall go under islanding mode but not be out of synchronization so far as its operation with connected load is concerned. The supply from Project to the load points would be resumed, once the DG set comes into service, Project shall again be synchronised with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

c) The Project commissioned under the Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE Generative System Regulations 2021 issued by RERC vide Notification Dated: 08-04-2021as amended from time to time, shall be provided with reverse protection relays in order to prevent reverse flow of active power into the Grid. The relay and devices used for such arrangement shall be of relevant standards.

8.4 Data Acquisition System / Project Monitoring

8.4.1 Data Acquisition System shall be provided for each of the solar PV Project. Building -wise Login credentials for project Monitoring shall be provided to RREC.

8.4.2 Data Logging Provision for Project control and monitoring, time and date stamped system data logs for analysis computer for data monitoring, metering and instrumentation for display of systems parameters and status indication to be provided. Web based Online monitoring can be allowed with Data Logging for a minimum period of 1 year.

8.4.3 The following parameters should be accessible via the operating interface display in real time separately for Project:

a) AC Voltage
b) AC Output current.
c) Output Power
d) Power factor
e) DC Input Voltage
f) DC Input Current
g) Time Active
h) Time disabled
i) Time Idle
j) Power produced
k) Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage.

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

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

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

8.4.7 All instantaneous data should be available through RMS.

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

8.4.9 Provision for Internet monitoring and download of data shall be necessarily incorporated for projects.

8.4.10 Remote Monitoring and data acquisition through Remote Monitoring System software with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and Comprehensive O &M/control to be ensured by the supplier. Provision for interfacing these data on Nodal Agency server and portal in future shall be kept.

8.5 Transformer "If Required" & Metering

8.5.1 Dry/oil type appropriate kVA, of transformer Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.

8.5.2 The Power Producer must take approval/NOC from the concerned distribution licensee for the connectivity, technical feasibility, and synchronization of Project with distribution network and submit the same to Nodal Agency before Commissioning Project.

8.5.3 Reverse power relay shall be provided by Power Producer (if necessary), as per the local distribution licensee's requirement.

8.6 Power Consumption

Regarding the generated power consumption, priority needs to be given for internal consumption first and thereafter any excess power can be exported to the distribution licensee network.

8.7 Protections

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

8.7.1 Lightning Protection

The SPV power Project shall be provided with lightning & overvoltage protection of appropriate size. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305standard. 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.

8.7.2 Surge Protection

Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and –ve terminals to earth (via Y arrangement).

8.7.3 Earthing Protection

a) Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lighting arrester/masts should also be earthed inside the array field.
b) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

8.7.4 Grid Islanding

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

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

8.8 Cables

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

a) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
b) Temp. Range: –10oC to +80oC.
c) Voltage rating 660/1000V
d) Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
e) Flexible
f) Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
g) Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.
h) The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. twenty five (25) Operational Years.
i) The ratings given are approximately, Power Producer to indicate size and length as per system design requirement. All the cables required for the Project provided by the Power Producer. All cable schedules/layout drawings approved prior to installation.
j) Multi Strand, Annealed high conductivity copper/aluminium conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall

PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BOS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V ,UV resistant for outdoor installation IS /IEC 69947.

k) The size of each type of DC cable selected shall be based on minimum voltage drop.

l) The size of each type of AC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 2 %.

m) All such external electrical works shall be required to be done as per DISCOMs SOR.

8.9 Connectivity

The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have to be followed for selection of voltage level in the distribution licensee's network for ready reference of the solar suppliers. The work should be done in compliance with respective regulations and policy.

8.10 Tools & Tackles and Spares

8.10.1 The requirement of maintaining tools, tackles and spares at site or at service center is left to the discretion of the bidder with a condition that the same would be made available immediately as and when required.

8.10.2 The bidders are advice to ensure a response time of 24 hours and maximum expected turnaround time of 72 hours (under special circumstances, additional time limit may be considered).

8.10.3 Minimum requisite spares to be maintained by the Power Producer, in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes, fuses, MOVs / arrestors, MCCBs etc. along with spare set of PV modules be indicated, shall be maintained at site or at nearest service centre for the entire period of Comprehensive O&M.

8.11 Danger Boards and Signages

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date.

8.12 Fire Extinguishers

The firefighting system for the proposed Project for fire protection shall consist of portable fire extinguishers in the control room for fire caused by electrical short circuits. The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as the PV Array have been installed.

8.13 Drawings and Manuals

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

8.13.2 Approved ISI and reputed makes for equipment be used.

8.13.3 For complete electro-mechanical works, Power Producer shall supply complete design, details and drawings to Nodal Agency.

8.14 Planning and Designing

8.14.1 The Power Producer should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The Power Producer should submit the array layout drawings along with Shadow Analysis Report to the designated authority of Nodal Agency.

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

8.14.3 The Power Producer shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The Power Producer shall submit one sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

8.15 Safety Measures

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

SECTION VIII: FINANCIAL BID FORMAT

(To be submitted Online only in Cover-III)

	Tender Inviting Authority: Director (Technical), Rajasthan Renewable Energy Corporation Limited, Jaipur			
	Name of Work: Design, Supply, Erection, Testing & Commissioning and Operation & Maintenance (O&M) of Grid Connected Rooftop Solar Power Projects of 50 MW capacity on State Government Buildings/State Government undertakings Buildings in Rajasthan under RESCO Mode.			
	Contract No: NIT No. TN-02/2022-23			
Name of the Bidder/ Bidding Firm / Company :				
	PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (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. Bidders are allowed to enter the Bidder Name and Values only)			
Sl.No.	**Item Description**	**Quoted Capacity (Minimum 3 MW, Maximum upto 10 MW)**	**Fixed Tariff (Rs/kWh)**	**Fixed Tariff (Rs/kWh) In Words**
1	**2**		**3**	**4**
1	Design, Supply, Erection, Testing & Commissioning and Operation & Maintenance (O&M) of Grid Connected Rooftop Solar Power Projects of 50 MW capacity on State Government Buildings/State Government undertakings Buildings in Rajasthan under RESCO Mode.			**INR Only**
Quoted Rate in Words			**INR Only**	

Note:

1. Quoted Fixed Tariff must be applicable for sale of Solar Power to Procurer from Commissioning to twenty-five (25) Operational Years, Bidder to provide the Quoted Fixed Tariff up to 4 decimal places.
2. Quoted Fixed Tariff shall remain fixed for twenty-five (25) Operational Years of the Project.
3. **The maximum tariff to be quoted for Projects is Rs. 4.05/kWh. Financial bids containing tariffs quoted beyond the above limit will be summarily rejected.**
4. The above Quoted Fixed Tariff is inclusive of any applicable taxes. However, if any new change in tax/duty is effected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer.
5. Further, for clarification, PPA shall be signed for individual Project but Quoted Fixed Tariff shall remain the same for all Project. However, it shall be applicable in accordance with respective dates of COD.

This information should be filled on-line in Cover-III (.xls format) only on e-procurement site as per procedure. If Quoted Fixed Tariff is submitted in Cover-I and/or in Cover-II (technical bid) by any bidder, their offer will be summarily rejected.

SEAL AND SIGN

AUTHORIZED SIGNATORY

SECTION IX: FORMATS FOR SUBMITTING RFP

FORMAT 1

COVERING LETTER

(The covering letter should be on Letter Head of the Bidder/Lead Member of Consortium)

Ref.No._____________Date: ___________________

From:

Insert name and address of Bidder)
Tel.:__________Fax:__________
E-mail address:_____________

To:

The Director (Technical)
Rajasthan Renewable Energy Corporation Ltd.
(A Government of Rajasthan undertaking)
E-166, Yudhisthir Marg,
C-Scheme, Jaipur

Sub: Request for Proposal (RFP) for Selection of Bidders for Implementation of Roof Top Solar PV Projects aggregating to about ___ (in words) MWp **(Minimum 3 MW and Maximum upto 10 MW)** under RESCO Mode at various locations in the state of Rajasthan with RFP Specification No……………….

Dear Sir,

We, the undersigned _________ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for Standardization of Rates for work of Design, Engineering, Supply, Installation, Testing and Commissioning Including Comprehensive Operation & Maintenance (for twenty five (25) Operational Years for Sale of Solar Power aggregating to about ___ (in words) MWp under RESCO Mode at various locations in the state of Rajasthan, India., hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the RFP, dated_______________and RFP attached thereto, issued by Rajasthan Renewable Energy Corporation, as amended. As a token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall be binding on us.

Bid Security

We have enclosed Bid Security in form of DD/Bank Guarantee of amount as mentioned in this RFP.
We have submitted our Financial Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

Acceptance

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

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

Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP, in the event of our selection as Bidder.

We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

We undertake that we have satisfied ourselves with the site conditions of the projects and our proposed financial bid takes into consideration the existing site conditions.

Contact Person

Details of the contact person are furnished as under:

Particulars	Description
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

We are enclosing herewith the Check List-I (Covering letter, Cost of Tender document, e-proc charges and Bid Security). Technical documents as per Check List–II containing duly signed formats, as desired in the RFP is uploaded Online on eproc website for your consideration.

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

Dated the_____day of___________2021

Thanking you,

We remain,

Yours faithfully,

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

FORMAT 2

GENERAL PARTICULARS OF THE BIDDER

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

____
(Signature of Authorized Signatory)

With Stamp

FORMAT 3

SHAREHOLDING CERTIFICATE

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

____

(Signature of Authorized Signatory) With Stamp

____

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT 4

FORMAT FOR BANK GUARANTEE FOR BID SECURITY

(To be on non-judicial stamp paper of INR 1000/-)

Ref.______________ _ Bank Guarantee No.__________________________
Date:____________

In consideration of the______________ [Insert name of the Bidder] (hereinafter referred to as Bidder) submitting the response to Request for Proposal (RFP) for Selection of Power Producer for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about ___ (in words) MWp under RESCO Mode at various locations in the state of Rajasthan response to the RFP No. Dated__________ issued by Rajasthan Renewable Energy Corporation (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of ______________ [insert the name of the Bidder] as per the terms of the RFP, the _____________ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at ________________ [Insert Name of the Place from the address of Nodal Agency*]* forthwith on demand in writing from Nodal Agency or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _______________ [Insert amount] only, on behalf of M/s. _____________ [Insert name of the Bidder].

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

Our liability under this Guarantee is restricted to Rupees (Rupees________only). Our Guarantee shall remain in force until ______________ *[insert date of Bid Validity Period in accordance with this RFP].*Only Nodal Agency shall be entitled to impose penalty equivalent to this Guarantee till _____ [Insert date which is 30 Days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that only the Nodal Agency shall have a right to impose penalty equivalent to this BANK GUARANTEE in part or in full, as it may deem fit.

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees ___________ (Rupees ________ only) and it shall remain in force until *[Date to be inserted on the basis of this RFP]* with an additional claim period of thirty (30) Days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

____

Power of Attorney No.

For [Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20_

FORMAT 5

FORMAT FOR CONSTRUCTION PERFORMANCE BANK GUARANTEE

(To be on non-judicial stamp paper of Minimum Rs. 1000/-)

In consideration of the_______________*[Insert name of the Bidder]* (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Poweraggregating to about ______ MWp under RESCO Mode at various locations in the state of Rajasthanin response to the RFP dated ____________issued by Rajasthan Renewable Energy Corporation (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of ______________________ [insert the name of the Power Producer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Power Producer and issuing LoANo. ________to _________________ (Insert Name of Power Producer) as per terms of RFP and the same having been accepted by the selected Project Company, M/s ____________________ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RFP, ______________ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at _____________ [Insert Name of the Place from the address of the Nodal Agency] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees______________ [Rupees_________(Total Value in words)] only, on behalf of M/s ______________*[Insert name of the* Power Producer */ Project Company]*.

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

Our liability under this Guarantee is restricted to Rupees_____________________(both in numbers and words)

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

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

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

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

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

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

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

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

____

Signature

Name

Power of Attorney No.
For
[Insert Name of the Bank]

Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

Witness:
____
Signature
Name and Address_____________________

____
Signature
Name and Address_____________________________

FORMAT 6

CHECK LIST FOR C-PBG

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

FORMAT 7

POWER OF ATTORNEY

(To be on non-judicial stamp paper of Minimum Rs. 1000/-)

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

Know all men by these presents, We_________________(name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. _______________ (name &residential address) who is presently employed with us and holding the position of ___________ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Selection of Bidders for Implementation of Roof Top Solar PV Projects aggregating to about ___ (in words) kWp under RESCO Mode at various locations in the state of Rajasthan in response to the RFP No………………. Dated: _________issued by Nodal Agency including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Nodal Agency may require us to submit.

The aforesaid Attorney is further authorized for making representations to the Rajasthan Renewable Energy Corporation and providing information / responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

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

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

____

Signed by the within named

(Insert the name of the executants company)

through the hand of

Mr_______________

duly authorized by the Board to issue such Power of Attorney

Dated this_________day of__________

Accepted

____

Signature of Attorney
(Name, designation and address of the Attorney)

Attested

____

(Signature of the executant)

(Name, designation and address of the executant)

____

Signature and stamp of Notary of the place of execution

Common seal of ___________has been affixed in my/our presence pursuant to Board of Director’s Resolution dated

WITNESS

____

(Signature)

Name_______________________

Designation _____________________________

____

(Signature)

Name ___________________________

Designation_______________________

FORMAT 8A

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidder/ Lead Member/ Member of Consortium)

To

Rajasthan Renewable Energy Corporation
____
____
Jaipur

Dear Sir,

Sub: Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about ___ (in words) MWp under RESCO Mode at various locations in the state of Rajasthan in response to the RFP No: …………. Dated: …………..

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

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

Name of Entity being evaluated	**Financial Year**	**Financial Criteria (fill as applicable) to be met as per Clause 3.6.2 (i) & (ii)**	
		Networth (INR Lakh)	**MAAT (INR Lakh) of last 3 financial years**

Note:
The bidders shall declare in undertaking (Format-10) the criteria on which they fulfil the financial eligibility as per the provisions of this RFP.

Yours faithfully

____
(Signature and stamp of Authorized Signatory of Bidder)
Name:_______________
Date:________________
Place: _________________

____
(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder.
Name:_____________________
Date:______________________
Place:______________________

Notes:

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

FORMAT 8B

TECHNICAL ELIGIBILITY CRITERIA REQUIREMENT

(Please attach certificates in support from the concerned nodal agency /Government Organisation/SECI/ MNRE authorised Agency /Project owner for work executed)

S. No.	Details of Grid Connected SPV Project installed till Bid Deadline	Commissioning date	Department/Agency /Beneficiary for which work carried out	Total kW size of work	Cost of works in {Amt in Lakhs.}
A.	**Minimum Cumulative capacity of 50% of the Quoted capacity**				
1					
2					
3					
4					
5					
	Total Capacity				
B.	**Single Project of Minimum 250 kWp capacity**				
1					

SIGNATURE and SEAL OF BIDDER

FORMAT 8C

ORDERS IN HAND/ WORK IN PROGRESS

S. No.	Details of Orders in Hand/ Work in Progress	Schedules Completion date	Department/Agency /Beneficiary for which work is being carried out	Total kW size of work	Cost of works in {Amt in Lakhs.}
1					
2					
3					
4					
5					

SIGNATURE and SEAL OF BIDDER

FORMAT 9

FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER

To,

____

Dear Sir,

Sub: Request for Proposal (RFP) Selection of Bidders for Implementation of ___(in words) MWp Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Mode at various locations in the State of Rajasthan

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

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

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

Name of Company/ LLP/ Partnership Firm/ Sole – Proprietor	**Name of the Affiliate**	**Details of Equity Holding of**

OR

b) In case of Bidder being Consortium

Name of Member of Consortium	**Name of the Affiliate**	**Details of Equity Holding**

Yours Faithfully

____

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

FORMAT 10

UNDERTAKING FORM

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

Name:_______________
Full Address:__________________
Telephone No.:
E-mail address:
Fax/No.:_______________________

To,
____

Dear Sir,

We refer to the RFP No: ………….. Dated: ________ for Request for Proposal (RFP) for Selection of Bidders for Implementation of ___ (in words) MWp Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Mode at various locations in the State of Rajasthan.

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

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

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

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

We also undertake that we shall maintain our ownership in M/s___________(insert name of bidder) at minimum 26% for period of one (1)Year from COD, subject to provisions of Clause 3.3b). ***(in case of affiliate)***

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

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

____

Signature of Chief Executive Officer/Managing Director

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

____
(Signature)
Name_______________
Designation_________________

____
(Signature)
Name______________
Designation________________

FORMAT 11

FORMAT FOR AGREEMENT

(To be submitted on non-judicial stamp paper of INR 1000/-)

This agreement is signed on this ---- (day)------- of ----(month)---- of ----(year)------ at Jaipur between M/s--- (here-in-after called as "Party No 1"), and Rajasthan Renewable Energy Corporation, Jaipur (here-in-after called as "Party No.2"), on the following terms and conditions:

That, the "Party No.1" has agreed to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No: ………. Dated: …………issued by "Party No.2".

That, the "Party No.1" has also agreed to execute work of Design, Engineering, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO mode as per scope of work, specifications and all terms and conditions mentioned in RFP No: ………….. Dated: ………. issued by "Party No.2", on the rates already accepted / agreed upon as mentioned in the annexed "Financial Bid" sheet, on standardized rates.

That, the rates shown in the Financial Bid sheet(s) enclosed are valid up to _____-_____-20___.

That, all terms and conditions, scope of work and specifications mentioned in RFP No: ……….. Dated: ………. issued by "Party No.2", which have been agreed upon and also the condition(s) contained in the correspondence(s) made in this matter will also form part of this Agreement.

That all the terms and conditions of the Agreement for twenty five (25) Operational Years Comprehensive O&M shall form part of this agreement.

That, in the event of any dispute or difference whatsoever arising under this Agreement, the same shall be referred to arbitrator which shall be as per the provisions of the Indian Arbitration Act, 1996 and the Rule(s) there under. All the proceedings under arbitration will take place in Jaipur . The award in such arbitration shall be final and binding on both the parties.

The agreement will be valid up to ____-____-20___. The validity period may be extended further with the Mutual Consent on unchanged Terms & Condition(s), Specification(s) and Rate(s) up to one Year.

For, the matter(s) of any dispute between the "Party No.1" and "Party No.2" shall be subjected to Jaipur jurisdiction.

That, this agreement executed between the parties who affix their signatures at Jaipur , in witness whereof the parties hereto have signed the agreement:

Witnesses;

Party No.1
1.

Party No.2
2.

FORMAT 12
FORMAT FOR CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for Participation in"Request for Proposal (RFP)ForSelection of BidderForDesign, Engineering, Supply, Installation, Testing and CommissioningIncluding Insurance, Warranty, Spare Parts and Operation &Maintenance ofGrid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO modeAtVarious Locations in the State of Rajasthan

(To be executed on Stamp Paper of INR 1000/-)

THIS JOINT BIDDING AGREEMENT is entered into on this ___ day of _____ 2022.

BETWEEN

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

AND

_________________________________ Having its registered office at ____.(Hereinafter referred to as the **"Second Part" or "Member"** which expression shall, unless repugnant to the context include its successors and permitted assigns) The above mentioned parties of the First and Second Part are collectively referred to as the **"Parties"** and each is individually referred as a **"Party"**

WHERE AS,

i. Rajasthan Renewable Energy Corporation. (hereinafter referred to as the **"RERC"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **"Applications"**) by its RFP No: ………….. Dated: ________ for award of the rate contract/ work under "Selection of Bidders for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation &Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO mode at Various Locations in the State of Rajasthan(hereinafter called **"Project"**) and Selection of Bidders for the same.

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

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

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

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

1. Consortium

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

2. Role of the Parties

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

a) The parties agree to submit bid as Consortium for Project.
b) Only First Part shall be evaluated for qualification against Financial eligibility criteria as per RFP.
c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
d) First Part would be responsible and obligated for successful execution of all work awarded to them by RREC and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.
e) Second Part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
f) Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by RREC.
g) Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital" shall be in the following proportion: (if applicable)

Name of Member	**Proposed % Equity holding**
Lead Member	………………. (At least 50%)
Member	

3. Termination

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

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

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

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

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

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

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

FORMAT 13

DECLARATION

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

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

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

1. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of RRECL.

2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.

3. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with Nodal Agency in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)
(Name & Designation in block letters)

FORMAT 14

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 behaviour 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) Biding 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

FORMAT 15

GRIEVANCE REDRESSAL PROCESS

The designation and address of the First Appellate Authority is the Managing Director, RREC, Jaipur.

The designation and address of the Second Appellate Authority is the Chairman, RREC, Jaipur.

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 RfP 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 RfP 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

ANNEXURE-I : PPA uploaded separately.

RESCO

POWER PURCHASE AGREEMENT (PPA)

For

PROCUREMENT OF _____kWp SOLAR POWER ON LONG TERM BASIS

(Under RESCO Model)

Between

____ [Insert Name of Power Producer]

(Power Producer)

And

____

(Procurer)

_________, 2022

TABLE OF CONTENT

This Power Purchase Agreement is signed on the XX[th]Day of _______ of 2022 at _____________.

Between

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

And

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

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

Whereas:

A. Nodal Agency has identified the Procurer for procuring the grid interactive rooftop solar PV Project.
B. After meeting the eligibility requirements, the Power Producer has been selected by Nodal Agency for development of solar power Project, generation and sale of solar energy.
C. The Power Producer has been notified by Nodal Agency for “Design, engineering, supply, installation, erection, testing &Commissioning along withComprehensive Operation and Maintenance (O&M) of the Grid Connected Rooftop Solar Project for Sale of Solar Power for a period of 25 Operational Years” and has been awarded __________kWp of capacity in as per technical specification & other details of the RFP against NIT TN:02/2022-23 dated ……..and this PPA.
D. Pursuant to the issuance of Letter of Allocation (LoA) by Nodal Agencyfor signing of PPA and other agreement, if any, the Power Producer has agreed to set-up solar PV Project based on Photo-voltaic technology of _____kWp capacity at the Premises of Procurer at

____.

E. The Power Producer is engaged in the business of building and operating power plants, including grid interactive rooftop solar PV Project.

F. The Power Producer has agreed to sign this PPA with Procurer to sell solar power from the Project to Procurer as per the terms and conditions of this PPA read in conjunction with those of RFP.

G. Procurer has agreed to purchase such solar power from Power Producer for consumption within Premise.

H. Procurer agrees to procure entire power from the Power Producer up to the PPA Capacity at Fixed Tariff offered by Power Producer and finalized through the selection process as per the terms of RFP.

I. The Parties, hereby, agree to execute this PPA setting outthe terms and conditions for the sale of power by Power Producer to Procurer.

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

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Act” or “Electricity Act, 2003”	shall mean the Electricity Act, 2003and include any amendments and substitution from time to time;
“Agreement”	shall mean agreement executed thereof between Power Producer and Procurer for power purchase, and permission for use of whole Premise or part thereof and other related documents,including the schedules, amendments, modification and supplements made in writing by the parties from time to time;
“Affected Party”	shall have meaning as per ARTICLE 10:
"Appropriate Commission"	shall mean the State Electricity Regulatory Commission referred to in section 82 of the Electricity Act 2003 (as amended from time to time);
“Bid”	shall mean technical Bid or/ and Financial Bid submitted by a Bidder, in response to RFP, in accordance with the terms and conditions of the RFP;
“Bid Documents” or “Bidding Documents”	means the RFP against NIT TN:../2022-23 dated ………along with all its attachments or/ and any amendments thereto or clarifications thereof.
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
“Business Day”	shall mean with respect to Power Producer and Procurer, a Day other than Sunday/ public holiday or a statutory holiday, on which the banks remain open for business in Jaipur;
“Capacity Utilisation Factor” or “CUF”	(CUF) in a Year shall mean the ratio of the output of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24. (CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365)); However, for demonstration of successful Completion, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus installed Project capacity x 1 x 24, adjusted to seasonality as per provisions of Article4.9.
“CERC”	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
“Change in Law”	shall have the meaning ascribed thereto in ARTICLE 11: of this PPA;

"Completion"	As defined in Article5.2.2 of this PPA.
"Commissioning"	shall have the meaning ascribed in ARTICLE 5: of this PPA;
"Commercial Operation Date" or "COD"	shall mean the Day when full PPA Capacity of the Project is commissioned;
"Competent Authority"	shall mean Managing Director of RRECL, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this PPA;
"Consents, Clearances and/ or Permits" or "Consents"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
"Consumer(s)"	shall mean any person who is supplied electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose Premises are, for the time being, connected for the purpose of receiving electricity with the works of a Distribution Licensee, the Government or such other person, as the case may be. Users who have merely wheeling/ supply arrangements with the licensee are also covered as Consumers;
"Construction Period"	shall mean the period between the Effective Date and COD of full PPA Capacity;
"Consultation Period"	shall mean the period of sixty (60) Days or such other longer/ shorter period as the Parties may agree, commencing from the date of issuance of a Power Producer Preliminary Default Notice or Procurer Preliminary Default Notice as provided in ARTICLE 12: of this PPA, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Day(s)"	shall mean a 24 (twenty four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
"Delivery Point(s)"	shall mean such points, at such a location mutually agreed by the parties, in line with applicable policy/ regulation/ rules, where solar power is delivered by the Power Producer from the Project to the Procurer, in such a way as to enable measurement of gross energy generated by Project. Multiple Delivery Points are possible even in case of a single Project;
"Deemed Generation"	shall mean energy (in units or kWh) deemed to have been generated per day average from the Project in the same month of previous Year or, if

	the period of consideration is within the first twelve (12) Months of Operation, the deemed generation per day will be equal to multiplication of PPA Capacity(kWp) and 4.10.2; whereinif the affected period between 6 am to 6 pm, it could be prorated for on hourly basis by considering 12 hours of operation;
“Designated Bank Account”	Shall mean a bank account opened as stated by the lender which will be used only for transactions related the assets funded by the lender.
“Discom” or “Discom(s)”	shall mean the local distribution utility providing electric distribution and interconnection services to Procurer at the Premises of Procurer;
“Dispute”	shall mean any dispute or difference of any kind between Procurer and the Power Producer, in connection with or arising out of this PPA including but not limited to any issue on the interpretation and scope of the terms of this PPA or/ and relevant provisions of RFP;
“DREO”	shall mean District Renewable Energy Officer, an authorized representative of Nodal Agency;
"Due Date"	shall have the same meaning ascribed thereto in Articleb) of this PPA;
“Effective Date”	shall have the meaning ascribed thereto in Article2.1 of this PPA;
“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
“Event of Default”	shall mean the events as defined in ARTICLE 12: of this PPA;
“Expiry Date”	shall mean the 25th anniversary of the Scheduled Commercial Operation Date of the Project for full PPA Capacity, considering the extensions granted, if any, by Nodal Agency;
“Financing Agreements”	shall mean the agreements pursuant to which the Power Producer has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of Procurer;
“First Operational Year”	shall mean the period commencing from the Commissioning and expiring at the end of the Calendar Month in which Project completes twelve (12) Monthsfromthe COD;
“Force Majeure” or “Force Majeure Event”	shall have the meaning ascribed thereto in ARTICLE 10:of this PPA;
“Functional / Technical Specifications”	means the technical requirements and parameters described in of this Technical Specifications of PPA and as provided in Grid Code relating to the operation, maintenance and dispatch of the Project;
“Grid Code” / ”IEGC” or “State Grid Code”	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from

	time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Subsection (1) of Section 86 of the Electricity Act 2003, as applicable;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state(s) of Rajasthan and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Initial Part Commissioning"	shall mean the commissioning of first part capacity of PPA Capacity by Power Producer, and shall include CoD if the entire project is commissioned together;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the Power Producer in accordance with ARTICLE 9: of this PPA;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article8.5.1 of this PPA;
"Liquidated Damages or LD"	shall mean the penalty levied on the Power Producer due to delay in commencement of supply of solar power, from the SCOD or extended SCOD in accordance with Article4.19to Procurer;
"Law"	shall mean in relation to this PPA, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Lenders"	means the banks, other financial institutions, multilateral agencies, Reserve Bank of India registered non-banking financial companies, mutual funds and agents or trustees of debenture / bond holders, including their successors and assignees, who have agreed as on or before COD of the grid interactive rooftop solar PV Project to provide the Power Producer with the senior debt financing described in the Capital Structure Schedule, and any successor banks or financial institutions to whom their interests under the Financing Agreements may be transferred or assigned: Provided that, such assignment or transfer shall not relieve the Power Producer of its obligations to Procurer under this PPA in any manner and shall also does not lead to an increase in the liability of any of

	Procurer;
“Letter of Credit” or “L C”	shall have the meaning ascribed thereto in Article8.8 of this PPA;
“LoA”	shall mean Letter of Allocation;
“Meters” or “Metering System”	means 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 solar energy, as required by a Project as per RFP;
“Metering Date”	means the first Business Day of each calendar month, subsequent to the month in which the solar power is generated by Project, on which the Power Producer takes joint meter reading with the Procurer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month’s Metering Date;
“Maintenance Outage”	shall have the meaning as ascribed to this term as per the provisions of the Grid Code;
"Month(s)"	shall mean a calendar month as per the Gregorian calendar;
“Nodal Agency”	shall mean Rajasthan Renewable Energy Corporation Ltd.;
“Normative Project Cost”	Benchmark Capex for 2021-22 notified by MNRE + Lower of (SOR cost, Actual cost) for any additional work done.
Designated Bank Account”	Shall mean a Bank Account as notified by RRECL which shall be used for transaction with parties under this RfP.
“Operational Year(s)”	shall mean the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA;
Part Commissioning	shall mean the Commissioning of capacity lower than the PPA capacity for the purpose of receiving the Commissioning certificate for part capacity;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this PPA;
“Payment Security Mechanism”	shall have the meaning ascribed thereto in Article8.8 of this PPA;
“Construction Performance Bank Guarantee” or “C-PBG”	Means the irrevocable, unconditional bank guarantee, to be submitted by the Power Producer to Nodal Agency in the form as mentioned in RFP and which shall include any additional bank guarantee furnished by the Power Producer under this PPA, if any;
"Performance Test "	means the test carried out in accordance with RFP;
"Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
“PPA Capacity”	shall mean the capacity of ________kWp or the capacity as approved by the Nodal Agency as per Article 3.2.3 for implementation of grid

	connected roof top solar PV Projects for sale of solar power to Procurer after undertaking a technical analysis of the likely capacity under the PPA.;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in ARTICLE 12: of this PPA;
"Premise(s)"	shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area which is part of the Procurer establishment;
"Power Purchase Agreement" or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Procurer(s)'"	shall mean the person or company or organization procuring solar power from the Power Producer at competitively determined tariff for at least 25 Operational Years;
"Project(s)"	means grid interactive rooftop solar PV project.
"Project Documents"	Mean Power Purchase Agreement Land Lease or Land Use Permission Agreement Documents as required in RFP as well as RFP documents; and any other agreements designated in writing as such, from time to time, by Procurer and the Power Producer;
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power station; b) the requirements of Indian Law; and c) the physical conditions at the site of the Project;
"Rebate"	shall have the same meaning as ascribed thereto in Article8.6 of this PPA;
"RESCO MODEL"	shall mean where the Power Producer intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of Solar Power for 25 Operational Years at a fixed tariff determined through mutual arrangement or competitive bidding;
"RFP"	shall mean Request For Proposal against NIT TN:…/2022-23 dated ….., with all its terms and conditions along with all schedules, Annexure

	and RFP Project Documents attached thereto, issued by Nodal Agency and shall include any modifications, amendments or alterations thereto.
“Rupees” or “Rs”	shall mean Indian rupees, the lawful currency of India;
“Power Producer”	shall mean the Bidder selected pursuant to the RFP to set up the Project and supply power therefrom to Procurer as per the terms of PPA or/ and RFP;
“Scheduled Commercial Operation Date” or “SCOD”	shall mean twenty four months from Dateof issuance of LoA by Nodal Agency;
“Supplementary Bill” or “Supplementary Invoice”	means a bill other than a Monthly Bill or Monthly Invoice raised by any of the Parties in accordance with Article8.7;
“Tariff”/”Quoted Fixed Tariff”	shall have the same meaning as provided for in ARTICLE 8: of this PPA;
“Tariff Payment”	shall mean the payments to be made under Monthly Bills as referred to in Article8.1.1 and the relevant Supplementary Bills in accordance with the Article8.10;
“Termination Notice”	shall mean the notice given by either Parties for termination of this PPA in accordance with ARTICLE 12: of this PPA;
“Term of PPA”	shall have the meaning ascribed thereto in ARTICLE 2: of this PPA;
“Total Debt Amount”	means the sum of the following amounts, expressed in Rupees (with all amounts denominated in currencies other than Rupees being converted to Rupees at the Reference Exchange Rate, the selling rate in Rupees for the Foreign Currency on the relevant Day, as notified by the State Bank of India as its TT Rate at 12:00 noon on the date of issuance of Substitution Notice by the Lenders (a) the principal amount of the senior debt incurred by the Power Producer (as per the terms of the Financing agreements) to finance the Project according to the Capital Structure Schedule which remains outstanding on the date of issuance of Substitution Notice by the Lender after taking account of any senior debt repayments which could have been made out of the Monthly Tariff Payments received by the Power Producer on or before the date of issuance of Substitution Notice by the Lender as per the terms provided in the Financing agreements ; and (b) all accrued interest and financing fees payable under the Financing agreements on the amounts referred to in (a) above from the date of supply of power till the date preceding the date of issuance of Substitution Notice by the Lender or, if supply of power has not yet begun, from the most recent date when interest and financing fees were capitalised, and (c) if this PPA is terminated during the Construction Period, any

	amounts owed to the construction contractor for work performed but not paid for under the construction contract (other than amounts falling due by reason of the Power Producer's default);
Unavailability of Grid	shall mean any time when the grid is unavailable during solar operational hours starting from 06:00 hrs to 18:00 hrs in a day shall be considered as grid unavailability period;
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;
"Year"	shall mean 365 days or 366 days in case of leap year when February is of 29 days;

1.2 Interpretation

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

1.2.1. “PPA" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexure;

1.2.2. An "Article", a "Recital", a "Schedule” and a “paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this PPA;

1.2.3. An “affiliate” of any party shall mean a company that either directly or indirectly controls or is controlled by or is under common control of the same person which controls the concerned party; and control means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company;

1.2.4. A “Crore” means a reference to ten million (10,000,000) and a “Lakh” means a reference to one tenth of a million (1,00,000);

1.2.5. An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.6. “Indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.7. A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.8. "Rupee", "Rupees", “INR” or “Rs” shall denote Indian Rupees, the lawful currency of India;

1.2.9. The "winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.10. Words importing the singular shall include the plural and vice versa;

1.2.11. This PPA itself or any other PPA or document shall be construed as a reference to this or to such other PPA or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;

1.2.12. A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

1.2.13. A time of Day shall, save as otherwise provided in any PPA or document be construed as a reference to Indian Standard Time;

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

1.2.15. The tables of contents and any headings or sub-headings in this PPA have been inserted for ease of reference only and shall not affect the interpretation of this PPA;

1.2.16. All interest, if applicable and payable under this PPA, shall accrue from Day to Day and be calculated on the basis of a year of three hundred and sixty five (365) Days;

1.2.17. The words “hereof” or “herein”, if and when used in this PPA shall mean a reference to this PPA;

1.2.18. The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

ARTICLE 2: TERM OF PPA

2.1 **Effective Date**

2.1.1 This PPA up to Article 3 shall come into force from the date of execution of the PPA. Rest of this PPA shall come into effect from the date of fulfilmentofCondition Precedent mentioned in Article 3, which is also referred as the Effective Date.

2.2 **Term of PPA**

2.2.1 This PPA, subject to Article 2.3 and 2.4, shall be valid for a term from the Effective Date until the Expiry Date.

2.3 **Early Termination**

2.3.1 This PPA shall terminate before the Expiry Date:

a) if either Procurer or Power Producer terminates the PPA, pursuant to ARTICLE 12: of this PPA; or
b) in such other circumstances as the Procurer may agree, in writing, in accordance with Article12.1 (Premature Termination).

2.4 **Survival**

2.4.1 Notwithstanding anything to the contrary herein, the expiry or termination of this PPA shall not affect any accrued rights, obligations and liabilities of the Parties under this PPA, including the right to receive penalty as per the terms of this PPA, nor shall it affect the survival of any continuing obligations for which this PPA provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article4.3.1, ARTICLE 9: (Insurance), Liquidated Damages for delay in commencement of supply of power to Procurers under Article4.19,ARTICLE 10: (Force Majeure), ARTICLE 12: (Events of Default and Termination), ARTICLE 13: (Liability and Indemnification), ARTICLE 16: (Governing Law and Dispute Resolution), ARTICLE 17: (Miscellaneous Provisions), and other Articles and Schedules of this PPA which are indispensable for survival or amicable settlement of events and transactions pursuant to this PPA.

ARTICLE 3: CONDITION PRECEDENT

3.1 Condition Precedent of the Procurer

3.1.1 Procurer shall allocate sufficient shadow free space in its Premise and provide last twelve (12) Months of electricity bills (at least of six (6) Months), to the Power Producer. Procurer shall allow Power Producer to visit the Premise for assessment of required space and locating the proposed project. Minimum space provided by Procurer shall be based on 100square feet per kWp.

3.1.2 Procurer should inform Nodal Agency and Power Producer, in writing, about the space provided for Project implementation.

3.1.3 Within 10 days of approval by Nodal Agency consequent to Article 3.2.2, Procurer shall confirm the capacity and send a confirmation copy to Nodal Agency and Power Producer.

3.2 Condition Precedent of the Power Producer

3.2.1 Within 15 days after providing access of premises by Procurer ,the Power Producer shall undertake Site Survey, assess free capacity of the concerned DT, analyse last twelve (12) Months of electricity bills (at least six (6) Months) received from Procurer, and submit the Capacity (with due analysis) to RRECL, copying Procurer..

3.2.2 Nodal Agency shall, within ten (10) Days of submission of letter of request for intimating the capacity as per clause 3.2.1, approveto the Power Producer with a copy to the Procurer.

3.2.3 The Nodal Agency shall release a letter pursuant to clause 3.1.3 to the Power Producer within five (5) days, with a copy to the Procurer confirming the capacity. This letter shall form an integral part of the PPA and shall be annexed as Annexure-I of the PPA. The capacity mentioned in Annexure –I shall than become the PPA capacity.

3.2.4 Consequent to Article 3.2.3, if there is any change in capacity, revised C-PBG shall be submitted within 15 days of confirmation of the capacity by Nodal Agency. When Nodal Agency receives C-PBG of the needful value, it would be considered as the Day of fulfilment of Conditions Precedent.

3.3 Consequences of non-fulfilment of conditions precedent

3.3.1 Unless any delay from Procurer in allocating space for the project, if the Power Producer fails to complete the conditions precedents mentioned in Article 3.2 of the PPA, Nodal Agency may forfeit the C-PBG submitted by the Power Producer and the PPA may be terminated.

3.3.2 If the CPBG as per Article 3.2.4 is not submitted, the PPA shall stands cancelled.

3.3.3 Power Producer shall be entitled for a day to day extension for delay by Procurer pursuant to Article 3.3.1. Any delay beyond thirty (30) Days in providing sufficient space to Power Producer by the Procurer shall lead to termination of PPA and C-PBG for the project shall be returned to the Power Producer.

3.3.4 In case of termination of PPA pursuant to Article 3.3.2, both the parties shall be relieved from their responsibilities and no party shall be liable to make any payment to the other party.

ARTICLE 4: CONSTRUCTION AND INSTALLATION OF THE SYSTEM

4.1 **Condition Subsequent of the Procurer**

4.1.1 Procurer shall set up the payment security mechanism, in accordance with RFP, within sixty (60)Days from the Effective Date;

4.2 **Condition Subsequent of the Power Producer**

4.2.1 Submit Project design and drawingsto the Procurerwithin thirty (30)Days from the Effective Date;.

4.2.2 Power Producer shall have sent a written notice, within thirty (30)Days from the Effective Date, to Procurer and Nodal Agency indicating the major Milestones to achieve the SCOD (in the format provided in SCHEDULE 4). Power Producer must mention the progress of Net-Metering application, without failing, in every monthly progress report.

4.2.3 Successful Completion of Project;

4.2.4 The Power Producer shall furnish C-PBG within fifteen (15) Days from the date of sanction of capacity by Nodal Agency before the signing of PPA. Failure to submit C-PBG, as above, without sufficient justification acceptable to the Nodal Agency, shall be considered as refusal to execute the PPA and Nodal Agency shall have right to forfeit the Bid Security.

4.2.5 In case of delay in signing of PPA, of more than 60 days, from the submission of C-PBG, Nodal Agency shall cancel the capacity sanctioned and release the C-PBG within fifteen (15) days from the cancellation of capacityexcept if delay is because of Procurer or Nodal Agency.

4.2.6 Power Producer shall be accountable for submission of below mentioned details to Procurer, copying Nodal Agency, within sixty (60)Days from the Effective Date:

i. Copy of Net-Metering application and acknowledgement of Discom on successfully receipt of application;

ii. Project layout/drawing;

iii. Bill of Material (BoM) along with requisite test reports and relevant certifications;

4.3 **Consequences of non-fulfilment of conditions subsequent**

4.3.1 In case of delay of the Power Producer to fulfil any one or more of the conditions specified in Article4.12 due to any Force Majeure event, the time period for fulfilment of the conditions subsequent by Nodal Agency/Procurer as mentioned in Article4.1, shall be appropriately extended. Accordingly, any delay in the fulfilment of Conditions subsequent as mentioned under Article4.12 by Nodal Agency/Procurer, shall also lead to appropriate extension in the time period for fulfilment of the conditions subsequent by the Power Producer as mentioned in Article4.2, especially the SCOD. In such cases, Power Producer must have sent a written notice to Procurer and Nodal Agency indicating the timelines to complete the remaining major Milestones along with extended SCOD, once Power Producer gets the appropriate extension in Schedule COD.

4.3.2 Save for Article4.3.1, 4.4.1e) and 4.17, in case of a failure to meet the requirements mentioned under Article4.2, the Procurer shall have right to terminate this PPA by giving a notice to the Power Producer, with information to Nodal Agency, in writing only after fifteen 2(15) Days of breach from the timelines provided in Article 4.2. The termination of the PPA shall take effect upon the expiry of the 15th Day of the above notice. For the avoidance of doubt, it is clarified that this Article shall survive the termination of this PPA. Further, C-PBG shall be forfeited, in accordance with Article 4.8Error! Reference source not found.,in case of delay by Power Producer in fulfilling any of the conditions mentioned in 4.2.

4.4 **Power Producer's Obligations**

4.4.1 The Power Producer undertakes to be responsible, at its own cost and risk, for:

a) all approvals including Consents required under local regulations, building codes and approvals required from Discom(s) etc. relating to installation and operation of the Project and generation and supply of solar power from the Project to Procurer and maintain the same in full force and effect during the Term of this PPA and Indian Law, as required and relevant. Power Producer shall update SNA each monthon the status of the approvals, In case the Power Producer is facing any difficulties in obtaining any approval it can request SNA for timeline extension for the same.

b) supply to Procurer promptly with copies of each application that it submits to relevant authorities, and copy/ies of each Consent/ license which it obtains. For the avoidance of doubt, it is clarified that the Power Producer shall be solely responsible for maintaining/ renewing any Consents and for fulfilling all conditions specified therein during the Term of the PPA.

c) design, engineering, supply, erection, testing and Commissioning along with Comprehensive Operation &Maintenance of the grid interactive rooftop solar PV Project along with supply of power, with desired level of performance, for a period of twenty five (25)Operational Years of Project in accordance with the applicable Law, the Grid Code and the terms and conditions of this PPA and those prescribed in RFP.

d) providing a timely basis relevant information on Project specifications which may be required for interconnecting Project with the Grid. However, any capital expenses incurred towards grid connection of the Projects shall be borne by Procurer and shall be carried out by Power Producer in accordance with technical requirement of relevant rules, regulations and procedures.

e) save for Force Majeure events, commencing the supply of power for the PPA Capacity to

Procurer no later than the SCOD and continuance of the supply of power throughout the Term of PPA.

f) operate and maintain the Project throughout the Term of PPA free and clear of encumbrances, except those expressly permitted under ARTICLE 15:.
g) maintaining its controlling shareholding prevalent at the time of signing of PPA up to a period of one (1)Operational Year after COD in accordance with the RfP.
h) fulfilling all obligations undertaken by the Power Producer under this PPA, read in conjunction with terms and conditions of RFP;upon Termination, it shall be the responsibility of the Power Producer totransfer the rooftop to Procurer free of all encumbrances and at zero cost.
i) Upon Termination, it shall be the responsibility of the Power Producer to restore the rooftop and clear all the surfaces at power producer's cost.
j) ensure operations of the solar power plant in a prudent utility basis with an objective of regular power supply to Procurer.
k) submission of Project Manager name to Procurer and Nodal Agency, who will act as a single point of contact for future communication.
l) submit a monthly progress report during Construction Period (from Effective Date to COD) to Nodal Agency, copying Procurer, within first seven (7) days of the subsequent month.

4.5 **Procurer's Obligations**

4.5.1 The Procurer shall be responsible to fulfil obligation undertaken by it, including those required as facilitation for installation of Project at the Premises of Procurer, under this PPA at its own cost and risk.

4.5.2 Provide access to Power Producer to the Premises for project COD and for regular operation and maintenance of the Project.

Provide access to Project Lenders and Lenders Representatives during the tenor of the loan facility. In cases, where the Procurer and Building Owner are different, then similar undertaking for access to premises in favour of Lenders has to be provided by the Building Owner.

Procurer should not have any lien over the assets financed by Banks like solar modules, inverters, etc. on the procurer's rooftop as those assets belong to the lenders financing the project.

4.5.3 Regularly pay bills for power offtake as per the Monthly Bills submitted by the Power Producer.

4.5.4 Pay the Termination Payment, if required, as per the terms of PPA

4.6 **Bank Guarantees**

4.6.1 Construction Performance Bank Guarantee (C-PBG)

4.6.1.1 The Power Producer shall furnish C-PBG at rate as detailed below or part thereof from a nationalized/ scheduled bank in the form ofBank Guarantee as per prescribed FORMAT 2.

C-PBG Amount (Rs.)	C-PBG for Small Scale Industries of Rajasthan	C-PBG for other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction
Rs. 13,05,377/- per MW	Rs 2,17,563/-per MW	Rs 4,35,126/- per MW

Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them.

4.6.1.2 Submitted C-PBGs shall be valid till twenty four (24) Months from the LoA with a further claim period of six (6) Months, or required to be extended as deemed necessary. The Power Producer shall furnish C-PBG within fifteen (15) Days from the date of sanction of capacity by Nodal Agency before the signing of PPA. Failure to submit C-PBG, as above, without sufficient justification acceptable to the Nodal Agency, shall be considered as refusal to execute the PPA and Nodal Agency shall have right to forfeit the Bid Security.

4.6.1.3 Nodal Agency shall release C-PBG to Power Producer within three (3) Months from COD.

4.6.1.4 In case of delay in signing of PPA, of more than 60 days, from the submission of C-PBG, Nodal Agency shall cancel the issued LoAand release the C-PBG within fifteen (15) days from the cancellation of LoA.

4.7 **Power Producer's Construction Responsibilities**

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

a. Applicable Law;
b. the Grid Code;
c. the terms and conditions of this PPA;
d. the Functional Specifications as per RFP; and
e. Prudent Utility Practices.

4.7.2 Notwithstanding anything to the contrary contained in this PPA, the Power Producer shall ensure that the technical parameters or equipment limits of the Project shall always be subject to the requirements as specified in points Article4.7.1(a) to (e) above and under no event shall over-ride or contradict the provisions of this PPA and shall not excuse the Power Producer from the performance of his obligations under this PPA.

4.7.3 Construction, Installation, Testing and Commissioning of the Project

a) The Power Producer will be responsible for design, engineering, supply, erection, testing and Commissioning along with Comprehensive Operation &Maintenance of the grid interactive rooftop solar PV Project, with desired level of performance, for a period of 25 Operational Years in accordance with this PPA/ RFP. The Power Producer shall provide to the Nodal Agency, with a copy to Procurer, a bill of materials listing the major equipment constituting the Project. Such bill of materials shall be provided within 30 Days of the COD.

b) The Power Producer shall have access to Premises, as reasonably permitted by the Procurer, to perform the works related to Commissioning and O&M during the Term of PPA at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical for the purpose of the Project.

c) The Power Producer shall provide and lay the dedicated electrical cables for delivery of solar power from the Project up to the Delivery Point(s). Distribution of solar power beyond this point will be responsibility of the Procurer in accordance with this PPA.

d) Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) disturb water proofing of roof (c) carry out any other modification of the Premises without the written consent of the Procurer. One time cost for strengthening of Premiseto the extent required for setting up Solar PV Project during construction shall be borne by Power Producer.Any delay due to strengthening of Premise shall not be considered to extend the SCOD unless it is approved by Procurer in written. Cost of repair or maintenance of Premise to the extent required for the Solar PV Project, during the Comprehensive O &M of Project, shall be the responsibility of Power Producer, other than cost required for water proofing.The cost for water proofing will be the responsibility of Power Producer for a period of first three (3)OperationalYears.

e) The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period, i.e.,Term of the PPA of the Project. In case any damages is caused to the equipment / facilities owned by the Procurer due to the Power Producer, the same shall be made good / rectified by the Power Producer at its risk and cost.

f) Subject to any punch-list items which shall be agreed by the Procurer as not being material to Completion of the Project, the Power Producer agrees that it shall achieve the COD of the Project within twenty four (24) Months from the date of issuance of LoA by Nodal Agency.

g) At the time of Commissioning, Procurershall ensure that sufficient load is available at the Delivery Point(s) to ensure synchronization and drawl of power from the Project.

h) If the Power Producer is unable to commence supply of solar power to the Procurer by the SCOD, other than for the reasons specified in ARTICLE 10: or Article12.2 , the Power Producer shall pay to Nodal Agency Liquidated Damages for the delay in such commencement of supply of solar power as per the RFP and/or PPA.

i) Procurer, in coordination with Power Producer, shall ensure that all arrangements and infrastructure for transmission or/ and distribution solar power beyond the Delivery

Point(s)are ready on or prior to the COD and is maintained in such state in accordance with applicable laws through the Term of PPA.

4.8 **Liquidated Damages**

4.8.1 In case of natural calamity or any reason beyond the control of Power Producer or unavoidable circumstances, the work is not completed within the given timeframe, Nodal Agency may consider grant of extension after the reason submitted by Power Producer are found to be satisfactory, Delay in receipt of equipment of Solar System like solar panel, PCU, etc. from the vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension.

4.8.2 If the Power Producer fails to Commission the project on or before the SCOD, Nodal Agency shall have the right to impose penalty equivalent to 5% of C-PBG value per week from the SCOD subject to maximum of twenty (20) weeks delay. In case of delay beyond extended timeline of twenty (20) weeks, Nodal Agency mayCancel the PPA and Power Producer shall be liable to pay Liquidated Damages to the Nodal Agency, which Nodal Agency shall route to the procurer.

4.9 **System Acceptance Testing**

4.9.1 The Power Producer shall, in the presence of designated representatives of Nodal Agency and Procurer, conduct testing of the Project, as prescribed in RFP, to establish successful Commissioning of the Project.

4.9.2 The Power Producer shall demonstrate that the said project delivers Capacity Utilization Factor ("CUF") of at least 15%, adjusted for seasonality as tabulated below, for one (1) day before declaration of successful Completion of the Project.

Month	**kWh generation in 1 day per kWp system**
January	3.36
February	3.52
March	4.28
April	4.14
May	4.05
June	3.71
July	3.21
August	3.28
September	3.48
October	3.66
November	3.48
December	2.88

4.9.3 If the results of such testing indicate that the Project is capable of generating electrical energy and Power Producer shall submit Commissioning certificate of the Project issued by the concerned Discom, in accordance with the applicable rules/regulation/policies, as prescribed in RFP, Power Producer shall send a written notice to Nodal Agency, with a copy to Procurer, to that effect, and the date of successful conducting such tests and injection of solar power at Delivery Point**(s)** shall be the “Commercial Operation Date” as certified as per RFP and/or PPA.

4.10 **Measuring CUF**

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

4.10.2 Performance of RMS System - The system should have ability to send data on defined internal time so that data should not be lost due to performance and load issue. The information should be shared with trusted system only and should not be available to any other unknown system. The Power Producer must ensure the availability and connectivity of the RMS system to be at least 98%.

4.11 **Project Operation & Maintenance (O&M)**

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

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

4.11.3 The Power Producer will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at his own cost. It is advisable for the Bidder to ensure proper arrangements for cleaning of panels (at least 16 cycles in a Year and Year must exclude June to September period) in order to maintain the requisite performance expectations.

4.12 **Power Producer's Defect Liability**

4.12.1 If it shall appear to the Nodal Agency that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior quality, the Power Producer shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials at its own charge and cost if so desired by Nodal Agency in writing.

4.12.2 The Power Producer shall also be undertaking the operation and maintenance of the project and consequently shall be required to rectify any defects that emerge during the operation & maintenance of the Project for the entire term of the PPA.

4.13 **Project Disruptions**

4.13.1 Unavailability of Premises

a) If, for reasons other than the Power Producer's breach of its obligations under PPA/ RFP, Power Produceris not provided with the access to the Premises as necessary to operate and maintain the Project, such time period shall be excluded from the calculation of CUF.
b) If, for reasons other than the Power Producer's breach of its obligations under PPA/ RFP, energy generation from Project is hampered significantly or stopped, such time period shall be excluded from the calculation of CUF.
c) Period during which the grid is unavailable due to power cut or grid is unstable during generation hours and in turn leading to lower generation, such hours shall be excluded for the purpose of calculation of CUF.
d) Procurer shall continue to make all payments for the solar power during such period of Project disruption other than ARTICLE 10:at same Tariff as applicable for the period of Project disruption ("Disruption Period"). For the purpose of calculating solar power payments and lost revenue for such Disruption Period, Deemed Generation shall be considered for calculation of lost revenue or payment obligation of Procurer. Loss in revenue for the Disruption Period would be multiplication of Quoted FixedTariff and difference in Deemed Generation and Actual Generation over such period. Power Producer shall inform about the disruption or outage in Project, for reasons attributable to Procurer in writing with date and time of such occurrence, and Procurer's liability shall start from the date of intimation of disruption or outage in the rooftop system, on account of Procurer.

4.13.2 Roof repair and other Project disruptions

a) In the event that (i) the Procurer repairs the Premises' roof for any reason not directly related to damage, if any, caused by the Project, and such repair requires the partial or complete temporary disassembly or movement of Project, or (ii) any act or omission of Procurer or Procurer's employees, affiliates, agents or subcontractors (collectively, a "Procurer Act") results in a disruption or outage in Project generation, and such events are attributable to Procurer except Force Majeure, then, in either case, Procurer shall:
   i. Pay the Power Producer such amount of money as prudently determined and agreed by and between Power Producer and Procurer for all work required by the Power

Producer to disassemble or move or shifting the Project. The costing would be at mutually decided rate or latest Schedule of Rates (SOR) published by concerned distribution utilitywhichever is lower for similar works; and

ii. Continue to make all payments for the solar power during such period of Project disruption at same Tariff as applicable for the period of Project disruption ("Disruption Period"). For the purpose of calculating solar power payments and lost revenue for such Disruption Period, Deemed Generation shall be considered for calculation of lost revenue or payment obligation of Procurer. Loss in revenue for the Disruption Period would be multiplication of Quoted Fixed Tariff and difference in Deemed Generation for number of days such event occurs and Actual Generation.Power Producer shall inform about the disruption or outage in Project, for reasons attributable to Procurer in writing with date and time of such occurrence, and Procurer's liability shall start from the date of intimation of disruption or outage in system production, on account of Procurer.

b) In the event that the Procurer fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Project and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission, failing which the Power Producer shall claim provisional Deemed Generation till the issue is finally settled.
Calculation for loss in revenuefor the period = (Deemed Generation X number of days such event occurs - Actual generation) X Quoted Fixed Tariff.

c) The Power Producer is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project for the Comprehensive O &M period of first 3 Operational Years. The Power Producer should immediately take necessary action to repair any damage to the water proofing. However, in such situations, Power Producer shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to Procurer. If Power Producer fails to do required water proofing within 7 days from the day of identification of issue, Procurer may get the same done at prevailing market rate and Power Producer shall reimburse the same to Procurer. If the Power Producer fails to reimburse the expenses to the Procurer then such expenses shall be adjusted by the Procurer from the energy bills of the next six (6) months.

4.14 **Quality of Workmanship**

4.14.1 The Power Producer shall ensure that the Project is designed, built and completed in a good workman like manner using sound engineering construction practices and using only materials and equipment that are new and of international utility grade quality such that, the useful life of the Project will be till the Expiry Date.

4.14.2 The Power Producer shall ensure that design, construction and testing of all equipment, facilities, components and systems of the Project shall be in accordance with Indian Standards and Codes issued by Bureau of Indian Standards (BIS)/ International Electro technical Commission (IEC).

4.15 **Construction Documents**

4.15.1 The Power Producer shall retain at the Premises, and make available for inspection to Procurer at all reasonable times, copies of the results of all tests specified in Tariff Schedule hereof.

4.16 **Delivery of Solar Power**

4.16.1 **Purchase Requirement**

i. Procurer agrees to purchase one hundred percent (100%) of the solar energy generated by the Project and made available by the Power Producer to Procurer at the Delivery Point(s) during each relevant month of the Term of PPA.

a) While calculating Minimum CUF, period of unavailability of Grid shall be excluded.

4.16.2 **Suspension of Delivery**

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

4.16.3 **Title to the Project**

Throughout the duration of the PPA, the Power Producer shall be the legal and beneficial owner of the Project at all times, and the Project shall remain a property of the Power Producer and shall not attach to or be deemed a part of, or fixture to, the Premises. The title to the project will be transferred to the Procurer at Termination of the PPA at the end of the Term (i.e after completion of 25 Operational Years) within thirty (30) days. The title to be transferred to Procurer free of all encumbrances and at zero cost to the Procurer.

4.17 **Extensions of Time**

4.17.1 In the event that the Power Producer is prevented from performing its obligations under Article4.4 by the SCOD due to:

a. any Procurer Event of Default; or
b. Force Majeure Events affecting Procurer; or
c. Force Majeure Events affecting the Power Producer; or
d. Power Producer,after successful Completion, shall not beable to achieve Commissioning on or before SCOD due to delay on account of receipt of commissioningapproval/certificate from concerned Distribution Company.

The SCOD shall be deferred, subject to the limit prescribed in Article4.17.2, for a reasonable period but not less than 'Day for Day' basis, to permit the Power Producer or Procurer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the Power Producer or Procurer, or till such time such Event of Default is rectified by Procurer.

4.17.2 Subject to Article4.17.6 and 4.17.7, in case of extension occurring due to reasons specified in Article4.17.1**a** and d, any of the dates specified therein can be extended, subject to the condition that the SCOD would not be extended by more than one hundred and fifty (150) Days.

4.17.3 In case of extension due to reasons specified in Article4.17.1**b** and **c**, and if such Force Majeure Event continues even after a maximum period of sixty (60) Days, any of the Parties may choose to terminate the PPA as per the provisions of Article12.5.

4.17.4 If the Parties have not agreed, within fifteen (15) Days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the SCOD should be deferred by, any Party may raise the Dispute to be resolved in accordance with ARTICLE 16:.

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

4.17.6 Notwithstanding anything to the contrary contained in this PPA, any extension of the SCOD arising due to any reason envisaged in this PPA shall not be allowed beyondsix (6) Months or the Date determined pursuant to Articles 4.17.2 or/ and 4.17.3, whichever is later.

4.17.7 For getting extension of time under Article4.17.1 d), Power Producer shall notify Nodal Agency and Procurer, at least fifteen (15) days in advance of SCOD, and detailed out the probable reasons for delay. Any delay on account of non-compliance of Power Producer, in accordance with Policy and Regulation, in getting Commissioning approval/certificate, Nodal Agency shall levy a one-time penalty of INR 500 /kWp for full PPA Capacity.

4.18 **Inspection/ Verification**

4.18.1 The Power Producer shall be further required to provide entry to the Premises of the Project free of all encumbrances at all times during the Term of PPA to Procurer and Nodal Agency.

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

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

4.19 **Liquidated Damages for delay in commencement of supply of power to Procurer**

4.19.1 If the Power Producer is unable to commence supply of solar power to Procurer by the SCOD (including time extension approved by Nodal Agency and Procurer) for reasons other than those specified in Article4.17.1, the Power Producer shall pay to Nodal Agency, Liquidated Damages of a sum equivalent to 5% of C-PBG shall be levied per week of delay or part thereof, If delay is beyond 20 weeks, Nodal Agency mayTerminate the PPA and Power Producer is liable to pay Liquidated Damaged to the Nodal Agency.

4.19.2 In case, Nodal Agency allows Power Producer to work with penalty at the said rate, COD shall be done within 20 weeks from the SCOD. If COD shall not be achieved within granted extension time period, Nodal Agency may terminate the PPA.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 **Synchronization**

5.1.1 The Power Producer shall give the concerned Discom, Nodal Agency and Procurer at least Thirty (30) Days advanced preliminary written notice and at least Fifteen (15) Days advanced final written notice, of the date on which it intends to synchronize the Project.

5.1.2 Subject to Article5.1.1, the Project may be synchronized by the Power Producer when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid. Prior to synchronization of the Project, the Power Producer shall be required to get the Project certified for the requisite acceptance/ performance test as may be laid down by Central Electricity Authority or an agency identified by the central government / state government to carry out testing and certification for the solar rooftop projects.

5.1.3 The synchronization equipment shall be installed by the Power Producer at its generation facility of the Project at its own cost. The Power Producer shall synchronize its system with the utility system only after the approval of synchronization scheme is granted by the concerned Discom and checking/verification is made by the concerned authorities of the Discom.

5.2 **Completion, Commissioning and Commercial Operation**

5.2.1 When the Power Producer fulfils his obligation under the PPA, it shall obtain completion certificate from Nodal Agency.

5.2.2 For the purpose of obtaining Completion certificate following documents shall be required.

5.2.2.1 Inspection Report of the Work(s) as per prescribed format provided by Nodal Agency.

5.2.2.2 CEIG Approval for the PPA Capacity, if applicable;

5.2.2.3 Project fulfilment certificate for the PPA Capacity (in accordance with FORMAT-1) certified byNodal Agency and Procurer both.

5.2.2.4 Document in support of performance of the Project and achievement of CUF of 15% subject to seasonality as per provisions of RFP, as certified by the Nodal Agency. Separate performance report shall be submitted by Power Producer.

5.2.3 Full PPA Capacity of the Project shall be commissioned by SCOD.

5.2.4 The Power Producer shall undertake a commissioning in accordance with RFP, as soon as reasonably practicable [and in no event later than two (2) weeks or such longer period as mutually agreed between the Power Producer and Procurer after the point at which it is no longer prevented from doing so by the effects of Force Majeure Events or Procurer's Event of Default (as appropriate and applicable)] and if such Commissioningof PPA Capacity is not duly completed on or before the SCOD, Power Producer shall be required to pay Liquidated Damages to Nodal Agency in accordance with Article4.19.

5.2.5 Power Producer shall be required to get the Project certified for the desired performance for Commissioning as laid down in RFP. Project shall be commissioned on the Day after the date when Procurer receives a final Commissioning certificate from the Nodal Agency in accordance with prevalent policy and regulation along with relevant clauses mentioned in

RFP. Power Producer starts injecting power from the Project to the Delivery Point(s) from the day of Commissioning of the PPA Capacity.

5.2.6 The Power Producer expressly agrees that all costs incurred by it in synchronizing, connecting, Commissioning and/ or Testing a Project shall be solely and completely to its account and Procurer's liability shall not exceed the amount of the Tariff payable for such power output or as per relevant Law applicable at the time.

5.2.7 The Parties shall comply with the provisions of the applicable Law including, in particular, Grid Code as amended from time to time regarding operation and maintenance of the Project and all matters incidental thereto.

5.2.8 For clarification, Power Producer shall submit the commissioning certificate certified by Discomand Nodal Agency for the capacity Commissioned.

ARTICLE 6: DISPATCH

6.1 **Dispatch**

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

ARTICLE 7: METERING AND BILLING

7.1 Metering

7.1.1 Metering and grid connectivity, of Project would be the responsibility of the Power Producer in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA and Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE Generative System Regulations 2021 issued by RERC vide Notification Dated: 08-04-2021 and their amendments/ substitutions. Nodal Agency/ Procurer could facilitate in the process; however the entire responsibility towards such arrangements lies with Power Producer only.

7.1.2 the Power Producer shall install the Generation Meter separately near the output of Inverter and Net-Meter shall be locatedin place of present discom'smetering system**.**
The accuracy class, current rating and certifications of the net meter and generation meter shall confirm with the standards for net meter and standards for generation meter as provided Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE Generative Systems Regulation 2021 issued by RERC vide Notification Dated: 08-04-2021 and any subsequent amendment.

7.1.3 The Metering System shall have such inbuilt provisions that it senses grid availability and when grid is not available, isolates project, operating on net metered basis from the grid

7.1.4 The meter will be read by the Power Producer's personnel on the Metering Date on monthly basis. The authorized representative of the Procurercan 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 Metering Date of any month due to non-availability of the Procurer's authorized representative, the report signed by the Power Producer shall be considered as joint meter reading report, the Parties agree that such joint meter reading report shall be final and binding on the Parties.

7.1.5 Meters and metering equipment shall be tested as per provision of RERC Grid Connected Regulations and as per IS 14697 at CPRI or at any NABL accredited lab before installation at site on the cost of power producer and should be properly sealed in the presence of designated authority from procurerat the time of installation.

7.1.6 The Metering System at the Delivery Point**(s)** and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer.

7.1.7 The Procurer may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Metering System.

7.1.8 The risk and title to the solar power supplied by the Power Producer shall pass to the Procurer at the Delivery Point**(s)**.

7.1.9 The energy metering of Projects, in kWh, shall be on monthly basis and equal to gross energy generated for a net metered project.

7.2 Billing

a) The energy billable to Procurer, by Power Producer, shall be computed on monthly basis by multiplying the Quoted Fixed Tariff with the summation ofgross energy generated for a net metered Project;

7.2.1 Import and export of energy from Project shall besettled as per RERCNet Metering Regulations, and their amendments/ substitutions.

ARTICLE 8: TARIFF AND PAYMENT

8.1 **Consideration**

8.1.1 Procurer shall pay to the Power Producer monthly payment towards energy consumed from the Project as per the Metering and Billing as described in ARTICLE 7: above for each calendar month during the period from the Commissioning to Expiry Date at a Tariff corresponding to the Quoted Fixed Tariff upon pursuant to RFP.

All the payment from Procurer to Power Producer shall be routed through the Lender's designated Bank Account.

8.1.2 Quoted Fixed Tariff shall be applicable for the period from Commissioning till the end of 25th Operational year.

8.2 **Invoice**

8.2.1 The Power Producer shall invoice Procurer on third Business Day of each month ("Metering Date") in respect of energy generated the immediately preceding month. However, the last monthly invoice pursuant to this PPA shall include energy generated only till the Expiration Date of this PPA.

8.2.2 The Invoice to the Procurer shall include:

a) Gross energy generated for a net metered Project
b) Supporting data, documents and calculations in accordance with this PPA;

8.3 **Due Date**

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

8.4 **Method of Payment**

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

8.5 **Late Payment**

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

8.6 **Rebate**

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

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

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

8.7 **Disputed Bill**

8.7.1 If the Procurer does not dispute a Monthly Bill or a Supplementary Bill raised by Power Producer by the Due Date, such Bill shall be taken as conclusive.

8.7.2 If the Procurer disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall within seven (7) Days of receipt of such Bill, issue a notice (the "Bill Dispute Notice") to the Power Producer setting out:

a) the details of the disputed amount;
b) its estimate of what the correct amount should be; and
c) all written material in support of its claim.

8.7.3 If the Power Producer agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article8.7.2, the Power Producer shall revise such Bill and present along with the next Monthly Bill.

8.7.4 If the Power Producer does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article8.7.2, it shall, within seven (7) Days of receiving the Bill Dispute Notice, furnish a reply to Bill Dispute Notice to the Procurer providing:

a) its reasons against dispute;
b) its estimate of what the correct amount should be; and
c) all written material in support of its counter-claim.

8.7.5 Upon receipt of the reply to Bill Dispute Notice from Power Producer, by Procurer, under Article8.7.4, authorized representative(s) or a director of the board of directors/ member of board of the Procurer and Power Producer shall meet and make best endeavours to amicably resolve such dispute within seven (7) Days of receipt of the reply to the Bill Dispute Notice.

8.7.6 If the Parties do not amicably resolve the Dispute within seven (7) Days of receipt of reply to the Bill Dispute Notice pursuant to Article8.7.4, the matter shall be referred to Dispute resolution in accordance with ARTICLE 16:.

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

8.8 **Payment Security Mechanism**

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

8.8.2 Not later than one (1) Month before the SCOD, including the extension granted, if any, Procurer through a scheduled bank at ____ [Identified Place] open a Letter of Credit in favour of the Power Producer, to be made operative from a date prior to the Due Date of its first Monthly Bill under this PPA.

8.8.3 The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount:

a) for the first Operational Year, equal to one hundred twenty percent (120%) of the estimated average monthly billing;
b) for each subsequent Operational Year, equal to one hundred and twenty percent (120%) of the average of the monthly billing of the previous OperationalYear.

8.8.4 Provided that the Power Producer shall not draw upon such Letter of Credit prior to the end of 30thDay from the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month.

8.8.5 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article8.8.2 due to any reason whatsoever, Procurer shall restore such shortfall within seven (7) Business Days.

8.8.6 If the Power Producer draws from the Letter of Credit, the amount corresponding to the drawn amount shall be deposited in the designated bank account.

8.8.7 Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate the Power Producer, in writing regarding establishing of such irrevocable Letter of Credit.

8.8.8 Procurer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) Business Days prior to its expiry.

8.8.9 All costs relating to opening, maintenance of the Letter of Credit shall be borne by Procurer.

8.8.10 Where necessary, the Letter of Credit may also be substituted by an

8.8.10.1 unconditional and irrevocable bank guarantee;

8.8.10.2 Fixed Deposit Receipt with Nodal Agency;

8.8.10.3 Cash receipt with Nodal Agency;

8.8.10.4 Guarantee/Assurance of the concerned Department.

8.8.11 If Procurer fails to pay a Monthly Bill or Supplementary Bill or part thereof within and including the 30th day from the Due Date, then, subject to Article8.8.7, the Power Producer may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from Procurer, an amount equal to the shortfall of the payment made towards such Monthly Bill or Supplementary Bill or part thereof, if applicable, in accordance with Article8.5 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

a) a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to Power Producer and;
b) a certificate from the Power Producer to the effect that the bill at item a) above, or specified part thereof, is in accordance with the PPA and has remained unpaid beyond the Due Date;

8.9 **Quarterly and Annual Reconciliation**

8.9.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 Days of the end of the quarter of each Operational Year and annual reconciliation at the end of each Operational Year within thirty (30) Days of the end of the Operational Year to take into account the Energy Accounts, payment adjustments, Tariff rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this PPA.

8.9.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of anOperational Year or a full Operational Year, as the case may be, has been finally verified and adjusted, the Power Producer and Procurer shall jointly sign such reconciliation statement. Within fifteen (15) Days of signing of a reconciliation statement, the Power Producer shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the Power Producer or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of ARTICLE 16:

8.10 **Payment of Supplementary Bill**

8.10.1 Procurer/ Power Producer may raise a ("Supplementary Bill") for payment on account of:

a) Adjustments required by the Energy Accounts (if applicable); or
b) Change in Law as provided in ARTICLE 11:;

8.10.2 Procurer shall remit all amounts due under a Supplementary Bill raised by the Power Producer to the Power Producer's Designated Account by Due Date. Similarly, the Power Producer shall pay all amounts due under a Supplementary Bill raised by Procurer by the Due Date to Procurer's designated bank account and notify such Procurer of such payment on the same Day.

8.10.3 In the event of delay in payment of a Supplementary Bill by the Power Producer beyond its Due Date or by Procurer beyond the end of 30th Day from the Due Date, as the case may be, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 8.5.

ARTICLE 9: INSURANCES

9.1 **Insurance**

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

9.2 **Application of Insurance Proceeds**

9.2.1 Save as expressly provided in this PPA or respective Insurances, the proceeds of any insurance claim made due to loss or damage to the Project or any part of the Project shall be first applied to reinstatement, replacement or renewal or making good of such loss or damage of the Project.

9.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the respective Insurances make payment on a “total loss” or equivalent basis, Procurer shall have no claim on such proceeds of such Insurance.

9.3 **Effect on liability of Procurer**

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

ARTICLE 10: FORCE MAJEURE

10.1 **Definitions**

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

Affected Party

10.1.2 An affected Party means Procurer or the Power Producer whose performance has been affected by an event of Force Majeure.

10.1.3 An event of Force Majeure affecting the Discom, which has affected the interconnection facilities, shall be deemed to be an event of Force Majeure affecting the Power Producer.

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

a) late delivery of plant, machinery, equipment, materials, spare parts, fuel, water or consumables for the Project; or
b) a delay in the performance of any of the Power Producer's contractors for other works associated with Project.

Force Majeure

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

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado, or exceptionally adverse weather conditions which are in excess of historical statistical measures, act of war, terrorist attack, public disorders, civil disturbances, riots, insurrection, sabotage, rebellion, blockade, embargo ;

b) A Force Majeure Event shall not be based on the Economic hardship of either Party. In case of any damage because of force majeure event, the Project shall be repaired / commissioned at its own cost by the Power Producer.

c) the unlawful, unreasonable or discriminatory revocation of, or refusal to renew, any Consent required by the Power Producer or any of the Power Producer's contractors to perform their obligations under the Project documents or any unlawful, unreasonable or discriminatory refusal to grant any other consent required for the development/ operation of the Project. Provided that an appropriate court of law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down.

d) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the

Affected Party.

e) Industry wide strikes and labour disturbances having a nationwide impact in India.

10.2 **Force Majeure Exclusions**

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

a) Inability to obtain permission from discom

b) Inability to obtain commissioning certificate from discom

c) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, fuel or consumables for the Project;

d) Delay in the performance of any contractor, sub-contractor or their agents excluding the conditions as mentioned in Article10.1.5;

e) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;

f) Strikes at the facilities of the Affected Party;

g) Insufficiency of finances or funds or the PPA becoming onerous to perform; and

h) Non-performance caused by, or connected with, the Affected Party's:

i. Negligent or intentional acts, errors or omissions;

ii. Failure to comply with an Indian Law; oriii. Breach of, or default under this PPA.

10.3 **Notification of Force Majeure Event**

10.3.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) Days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than three (3) Days after such reinstatement.

10.3.2 Provided that such notice of Force Majeure shall be a pre-condition to the Affected Party's entitlement to claim relief under this PPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (weekly or monthly basis, as communicated and agreed upon between the Parties in writing) reports on the existence Force Majeure and/ or progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

10.3.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this PPA, as soon as practicable, but not later than seven (7) Days after becoming aware of each of these cessations.

10.3.4 In case of delay in Payment due to Force Majeure, Affected Party shall have to inform the other Party and make payment as soon as effect of Force Majeure shall be ended on Affected Party payment obligation.

10.4 **Duty to Perform and Duty to Mitigate**

10.4.1 To the extent not prevented by a Force Majeure Event pursuant to Article10.3, the Affected Party shall continue to perform its obligations pursuant to this PPA. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

10.5 **Available Relief for a Force Majeure Event**

10.5.1 Subject to this ARTICLE 10:

a) no Party shall be in breach of its obligations pursuant to this PPA except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article4.17;
c) For avoidance of doubt, none of either Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this PPA shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

ARTICLE 11: CHANGE IN LAW

11.1 **Definitions**

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

11.1.1 "Change in Law" means the occurrence of any of the following events after the Bid Submission Date resulting into any additional recurring/ non-recurring expenditure by the Power Producer or any income to the Power Producer:

a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
b) change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
c) the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
d) change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the Power Producer, which results in any change in any cost of or revenue from the business of selling electricity by the Power Producer to Procurer under the terms of this PPA;
e) a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the Power Producer;
f) any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by Power Producer as per the terms of this PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer, or (ii) any change on account of regulatory measures by the Appropriate Commission or (iii) change in the rates of existing taxes applicable to the Power Producer or (iv) change in income taxes applicable for the Power Producer

11.2 **Notification of Change in Law**

11.2.1 If the Power Producer is affected by a Change in Law in accordance with this ARTICLE 11: and wishes to invoke a Change in Law provision, it shall give notice to Procurer of such Change in Law as soon as reasonably practicable after becoming aware of the same or should reasonably have known of the Change in Law.

11.2.2 Notwithstanding Article11.2.1, the Power Producer shall be obliged to serve a notice to Procurer if it is beneficially affected by a Change in Law. Without prejudice to the factor of materiality or other provisions contained in this PPA, the obligation to inform Procurer contained herein shall be material. However, in case the Power Producer has not provided such notice, Procurer shall have the right to issue such notice to the Power Producer.

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

a) the Change in Law; and

b) the effects on the Power Producer of the matters relevant for Construction Period and the operation period for the Project.

11.3 **Relief for Change in Law**

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

11.3.2 The decision of the State Nodal Agency to acknowledge a Change in Law and the date from which it will become effective and relief provided for the same shall be final and binding on both the Parties. Principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 10, the affected Party to the same economic position as if such Change in Law has not occurred.

ARTICLE 12: EVENTS OF DEFAULT AND TERMINATION

12.1 Power Producer’s Event of Default

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

a) the failure to achieve COD for the PPA Capacity, within the definite time period, as defined under RFP and PPA, or any extension granted by Nodal Agency and/or Procurer;

b) if

   i. the Power Producer assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this PPA; or

   ii. the Power Producer transfers or novates any of its rights and/ or obligations under this PPA, in a manner contrary to the provisions of this PPA; except where such transfer.

      a. is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this PPA or

      b. is to a transferee who assumes such obligations under this PPA and the PPA remains effective with respect to the transferee; or

c) If

   i. the Power Producer becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) Days, or

   ii. any winding up or bankruptcy or insolvency order is passed against the Power Producer, or

   iii. the Power Producer goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law; or

   iv. Provided that a dissolution or liquidation of the Power Producer will not be a Power Producer Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar or more than the Power Producer and expressly assumes all obligations of the Power Producer under this PPA and is in a position to perform them; or

   v. the Power Producer fails to make any payment (i) of an amount exceeding Rupees Five (5) Lakh required to be made to Procurer under this PPA, within three (3) Months after the Due Date of an undisputed invoice /demand raised by Procurer on the Power Producer; or

   vi. any of the representations and warranties made by the Power Producer in PPA being found to be untrue or inaccurate. Further, in addition to the above, any of representations made or the undertakings submitted by the Power Producer at the time of submission of the Bid being found to be breached or inaccurate, including but not limited to undertakings from its parent company/ affiliates related to the minimum equity obligation; Provided however, prior to considering any event specified under this sub-Article to be an Event of Default, Procurer shall give a notice to the Power Producer in writing of at least thirty (30) Days; or

vii. the Power Producer repudiates this PPA and does not rectify such breach within a period of thirty (30) Days from a notice from Procurer in this regard; or

viii. except where due to Procurer's failure to comply with its material obligations, the Power Producer is in breach of any of its material obligations pursuant to this PPA, and such material breach is not rectified by the Power Producer within thirty (30) Days of receipt of first notice in this regard given by Procurer.

ix. the Power Producer fails to complete/ fulfil the activities/conditions specified in Article4.2, beyond a period of twenty (20) weeks from the period SCOD and Article4.19 right of termination under this PPA can be invoked by Procurer; or

x. The Power Producer fails to maintain the C-PBG in accordance with PPA and RFP; or

xi. change in controlling shareholding before the specified time frame as mentioned in Article4.4.1 of this PPA; or

xii. occurrence of any other event which is not specified in this PPA to be a material breach/ default of the Power Producer;

xiii. Power Producer generates solar power lower than 10% CUF on a monthly basis continuously for 6 months.

12.2 **Procurer's Event of Default**

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

a) Procurer fails to set up a Payment Security Mechanism in accordance with Article8.8.2 at least one (1) Month before the SCOD or the newly determined SCOD based on extension granted by Nodal Agency/Procurer; or
b) Procurer fails to pay (with respect to a Monthly Bill or a Supplementary Bill), as per ARTICLE 8:, for a period of ninety (90) Days after the Due Date and the Power Producer is unable to recover the amount outstanding to the Power Producer through the Payment Security Mechanism; or
c) Procurer repudiates this PPA and does not rectify such breach even within a period of thirty (30) Days from a notice from the Power Producer in this regard; or
d) except where due to the Power Producer's failure to comply with its obligations under PPA and RFP, Procurer is in material breach of any of its obligations pursuant to this PPA and RFP, and such material breach is not rectified by Procurer within thirty (30) Days of receipt of notice in this regard from the Power Producer; or
e) occurrence of any other event which is not specified in this PPA but leading to a material breach or default by Procurer.

12.3 **Procedure for cases of Power Producer Event of Default**

12.3.1 Upon the occurrence and continuation of any Power Producer Event of Default under Article12.1Procurer shall have the right to deliver to the Power Producer, with a copy to the lenders of the Power Producer with whom the Power Producer has executed the Financing agreementwith a copy to the Nodal Agency, a notice stating its intention to terminate this PPA ("Procurer Preliminary Default Notice"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

12.3.2 Following the issue of a Procurer Preliminary Default Notice, the Consultation Period of sixty (60) Days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

12.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA & RFP.

12.3.4 Within a period of seven (7) Days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Power Producer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the Lenders shall have the right to seek the substitution of the Power Producer by a Selectee for the residual period of this PPA for the purpose of performing obligations of the Power Producer. Such substitution of the Power Producer by a Selectee shall be as per the procedure prescribed in this PPA and with prior approval of Procurer, provided Selectee as aforesaid shall have the required qualification and experience as prescribed under the RFP.

12.3.5 In the event the Lender's total debt obligations have been completely satisfied at the time of issue of Procurer's Preliminary Default Notice and upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to rectify such default within the applicable Consultation Period specified in this ARTICLE 12:Procurer will have the option of owing the Project at the fees determined as per below formula and later Procurer may terminate this PPA by serving a fifteen (15) Days' notice to the Power Producer ("Procurer Termination Notice").

After COD

Termination payment = Net Asset Value X 50% [After COD]

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

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

In such case the termination payment shall be deposited in the Procurer's designated bank account

There will be no Termination Payment to Power Producer if the termination happens because of thereasons mentioned below:

Termination before the Project COD or;

event of default occurs due to cause mentioned in 12.1.1

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

In situations where there is no transfer of asset based on the above clauses then the

Power Producer should return the rooftop/project premises in the original condition existing before the start of this Project. This has to be undertaken at Power Producers cost without any liability to Procurer.

12.4 **Procedure for cases of Procurer Event of Default**

12.4.1 Upon the occurrence and continuation of any Procurer Event of Default specified in Article12.2 the Power Producer shall have the right to deliver to Procurer, a Power Producer Preliminary Default Notice, which shall specify in reasonable detail the circumstances giving rise to its issue.

12.4.2 Following the issue of a Power Producer Preliminary Default Notice, the Consultation Period of sixty (60) Days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

12.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this PPA.

12.4.4 After a period of seven (7) Days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or Procurer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied. Upon the occurrence and continuation of Power Producer Default and the failure by the Procurer to rectify such default within the applicable Consultation Period specified in this ARTICLE 12:. the Power Producer shall take the termination payment, to be paid by Procurer at the end of PPA termination, calculated as per below formula, and later Power Producer may terminate this PPA by serving a fifteen (15) Day'snotice to the Procurer ("Power Producer Termination Notice").

Termination payment = Net Asset Value

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

In such case the termination payment shall be deposited on Power Producer's designated bank account.

If the Power Producer exercises his right to remove the assets from the premises, then the termination payment would be as below:-

Termination payment= 10% of Net Assets Value (as defined above).

12.4.5 Procurer obligated to perform all duties mentioned in PPA and pay the termination fees, in case of Procurer Event of Default, on or before the last Day of Power Producer Termination Notice.

12.4.6 In situations where there is no transfer of asset based on the above clauses then the Power Producer should return the rooftop/project premises in the original condition existing before the start of this Project. This has to be undertaken at Power Producers cost without any liability to Procurer.

12.5 **Termination due to Force Majeure**

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article4.17.3, either Party shall have the right to cause termination of the PPA. In such an event, this PPA shall terminate on the date of such Termination Notice.

12.6 **Termination on request of the Procurer**

12.6.1 Procurer may, on giving at least 6 months written notice to the Project Developer with a copy marked to the Lenders, terminate the PPA only after the completion of 5 Operational Years. Following the issue of a “Default Notice”, a Conciliation Period of sixty (60) days or such longer period as the parties may agree, shall apply and it shall be the responsibility of the parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant solar power developer / Procurer Event of Default having regard to all the circumstances.

12.6.2 However after the expiry of the default notice if both parties can’t reach to an amicable solution, In such case the Procurer shall pay to Power Producer a sum as per formula given hereunder:

Termination payment = Net Asset Value

Net Asset Value = Normative Project Cost X (1- (2% X No of Operational Years)) for first 15 Operational Years;

OR

Net Asset Value = Normative Project Cost (1- (4% X No of Operational Years)) after 15 Operational Years

In such case the termination payment shall be deposited on Power Producer’s designated bank account.

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

Upon such termination, the Power Producer may 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.

12.6.3 Notwithstanding Terminations, both Power Producer and Procurer shall ensure full and final settlement of respective rights and obligations pursuant to terms and conditions of this RFP and Agreement/ PPA, so that neither would have to carry and bear the burden of the other’s rights and obligations. Towards fulfilment of this provision, an affidavit on a non-judicial stamp paper shall have to be furnished by both Power Producer and Procurer to each other at the time of termination.

ARTICLE 13: LIABILITY AND INDEMNIFICATION

13.1 **Indemnity**

13.1.1 The Power Producer shall indemnify, defend and hold Procurer harmless against:

a. any and all third party claims against Procurer for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the Power Producer of any of its obligations under this PPA; and
b. any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by Procurer from third party claims arising by reason of a breach by the Power Producer of any of its obligations under this PPA or any of the representations or warranties of the Power Producer under this PPA being found to be inaccurate or untrue.
c. Notwithstanding any liability or obligation that may arise under this PPA, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Procurer can claim compensation under any insurance policy, shall not be charged to or payable by the Procurer.
d. However, this ARTICLE 13: shall not apply to such breaches by the Power Producer, for which specific remedies have been provided for under this PPA)

13.2 **Procedure for claiming Indemnity**

13.2.1 Third party claims

a. Where the indemnified Party is entitled to indemnification from the indemnifying Party pursuant to Article13.1.1a, the indemnified Party shall promptly notify the indemnifying Party of such claim referred to in to Article13.1.1a in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the indemnified Party becomes aware of such claim. The indemnifying Party shall be liable to settle the indemnification claim within thirty (30) Days of receipt of the above notice. However, if:
   i. the Parties choose to refer the dispute before the Arbitrator in accordance with Article16.3; and
   ii. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute;
b. the indemnifying Party shall become liable to pay the claim amount to the indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the indemnifying Party.
c. An indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against it by the indemnified Party.

13.3 **Indemnifiable Losses**

13.3.1 Where an indemnified Party is entitled to indemnifiable losses from the indemnifying Party pursuant to Article13.1.1**b**, the indemnified Party shall promptly notify the Indemnifying Party of the indemnifiable losses actually incurred by the indemnified Party. The indemnifiable losses shall be reimbursed by the indemnifying Party within thirty (30) Days of receipt of the notice seeking indemnifiable losses by the indemnified Party. In case of non-payment of such losses after a valid notice under this Article, such event shall constitute a payment default under ARTICLE 12:.

13.4 **Limitation on Liability**

13.4.1 Except as expressly provided in this PPA, neither the Power Producer nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this PPA, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this PPA), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, the Power Producer or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

13.4.2 Procurer shall have no recourse against any officer, director or shareholder of the Power Producer or any affiliate of the Power Producer or any of its officers, directors or shareholders for such claims excluded under this Article. The Power Producer shall have no recourse against any officer, director or shareholder of Procurer, or any affiliate of Procurer or any of its officers, directors or shareholders for such claims excluded under this Article.

13.4.3 Notwithstanding anything to the contrary contained elsewhere in this PPA, the provisions of this ARTICLE 13: shall apply mutatis mutandis to any claim againstProcurer under ARTICLE 13:.

13.5 **Duty to Mitigate**

13.5.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this ARTICLE 13:**.**

ARTICLE 14: GENERAL COVENANTS

14.1 Power Producer's Covenants

14.1.1 The Power Producer covenants and agrees to the following:

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

b) **Project Condition:** The Power Producer shall take all actions reasonably necessary to ensure that the Project is capable of generation and delivery of solar energy at agreed rate as per PPA & RFP. Subject to there being no Procurer Default, the Power Producer shall provide 24X7 onsite / offsite monitoring and maintenance of the Project throughout the period of this PPA at no additional cost.

c) **Consents and Approvals:** While providing the installation work, solar power and system operations, the Power Producer shall obtain and maintain and secure all Consents and Approvals required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations as required under PPA and RFP.

d) **Interconnection with Discom:** The interconnection of the Project with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulations as may be notified by the competent authority. The interconnection of the Project shall be as per the contracted Load and/or respective voltage level applicable to the Procurer as per the provisions of the guidelines issued by the competent authority.

e) **Health and Safety:** The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation work, solar energy, and system operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

14.2 Power Producer's Representatives

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

Name:

Telephone:

E-mail:

14.2.2 The Power Producer designates the following individual as its representative and primary point of contact pertaining to performance of this PPA following the COD till Expiry Date:

Name: ______________________________ – Project Manager

Telephone: +91 ____________________

E-mail: __________________________

14.3 **Procurer's Covenants**

14.3.1 Procurer covenants and agrees to the following:

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

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

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

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

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

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

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

g) **Temporary storage space during installation or removal:**Procurer shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation work, Project operations or Project removal, and access for rigging and material handling.

h) **Storage space during O&M period:** Procurer shall provide some space, if required, for keeping minimum tools and tackles compulsory for O&M activities, from the Commissioning to Expiry Date. Also, if required, minimum necessary equipment shall be kept at or near the Premises, with due permission from Procurer.

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

   i. In the event that the Procurer fails to ensure adequate space for solar equipment to ensure that other structures within his premises do not partially or wholly shade any part of the Project and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission failing which the Power Producer shall claim provisional Deemed Generation till the issue is finally settled. In case, Procurer requested to shift the Project within the Premises to reduce/minimize the impact of shading then complete cost of shifting shall be borne by the Procurer. The costing would be as per latest Standard of Rates (SOR) published by concerned distribution utility for similar works;

   ii. In the event that the Procurer fails to ensure adequate space for solar equipment to ensure that other structures outside his premises do not partially or wholly shade any part of the Project and if such shading occurs, the Power Producer may apply for 80% of Deemed Generation furnishing the calculation for loss in revenue due to such shading supported by the relevant data, which shall be approved by Procurer within one month of submission failing which the Power Producer shall claim provisional Deemed Generation till the issue is finally settled. In case, Procurer requested to shift the Project within the Premises to reduce/minimize the impact of shading then 80% of cost of shifting shall be borne by the Procurer and remaining will be borne by Power Producer. The costing would be as per latest Standard of Rates (SOR) published by concerned distribution utility for similar works

j) **Evacuation:** Procurer shall offtake 100% of the solar energy generated, as per PPA Capacity as agreed under this PPA, from the Delivery Point(s), and pay all invoices raised by the Power Producer under this PPA by the Due Date and pay interest on delayed payments, if any, as per this PPA.

k) **Water:** Power Producer shall arrange water, as per the requirements of the Power Producer, for periodic cleaning of the solar panels. The raw water connection point may be provided by Procurer at site but water bill or charges against such connection shall be borne by Power Producer and to be mutually agreed between the Parties.

14.4 Procurer's Representatives

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

Name: ________________

Telephone: ____________

E-mail:

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 **Assignments**

15.1.1 This PPA shall be binding upon, and inure to the benefit of the Parties and their respective successor and permitted assign. This PPA shall not be assigned by any Party other than by mutual consent between the Parties to be provided and evidenced in writing.

15.1.2 Provided that, respective successor or permitted assign shall meet eligibility criteria as per RFP and shall not be inferior, in any respect, to the concerned Party.

15.1.3 Provided that, Procurer shall permit assignment of any of Power Producer’s rights and obligations under this PPA in favour of lenders of thePower Producer, if required under the Financing agreement.

15.1.4 Provided that, such consent shall not be withheld if Procurer seeks to transfer to any transferee all of its rights and obligations under this PPA.

15.1.5 Provided further that any successor or permitted assign identified after mutual PPA between the Parties may be required to execute a new PPA on the same terms and conditions as are included in this PPA.

15.2 **Permitted Charges**

15.2.1 Power Producer shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this PPA, other than as set forth inARTICLE 15:.

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 **Governing Law**

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

16.2 **Amicable Settlement**

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

a) a description of the Dispute;
b) the grounds for such Dispute; and
c) all written material in support of its claim

16.2.2 The other Party shall, within thirty (30) Days of issue of Dispute Notice issued under Article16.2.1, furnish:

a) counter-claim and defences, if any, regarding the Dispute; and

b) all written material in support of its defences and counter-claim.

16.2.3 Within thirty (30) Days of issue of Dispute Notice by any Party pursuant to Article16.2.1if the other Party does not furnish any counter claim or defence under Article16.2.2 or thirty (30) Days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet amicably to settle such Dispute. If the Parties fail to resolve the Dispute amicably within thirty (30) Days from the later of the dates mentioned in this Article16.2.3, the Dispute shall be referred for dispute resolution in accordance with Article16.3.

16.3 **Dispute Resolution**

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

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

Dispute Resolution by the Nodal Agency

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

a) Where any Dispute (i) arises from a claim made by any Party for any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, or (ii) relates to any matter agreed to be referred to the Nodal Agency, such Dispute shall be submitted to the Nodal Agency.

Dispute Resolution through Arbitration

16.3.4 Dispute shall be resolved by arbitration under the provisions of the "The Arbitration and Conciliation Act 1996", as amended, as under, provided not settled amicably as per thisARTICLE 16:. In such events, any party to such Dispute may refer the matter to registrar under the Rules of the Indian Council of Arbitration:

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

16.4 **Parties to Perform Obligations**

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Arbitration Tribunal as provided in Article16.3 and save as the Arbitration Tribunal may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this PPA or RFP.

ARTICLE 17: SUBSTITUTION RIGHTS OF LENDERS

17.1 Substitution of the Power Producer

17.1.1 Subject to the terms of the PPA, upon occurrence of an Power Producer Event of Default under the PPA, the Lenders shall, have the right to seek substitution of the Power Producer by a Selectee, meeting or exceeding eligibility criteria as per PPA or/ and RFP, for the residual period of the PPA, for the purposes of securing the payments of the Total Debt Amount from the Power Producer and performing the obligations of the Power Producer, in accordance with the provisions of this Article.

17.1.2 The Lenders may seek to exercise right of substitution by an amendment or novation of the PPA and other Project Documents executed between Procurer and the Power Producer in favour of the Selectee, Procurer and the Power Producer shall cooperate with the Lenders to carry out such substitution.

17.2 Procurer Preliminary Default Notice

17.2.1 Procurer shall, simultaneously to delivering a Procurer Preliminary Default Notice to the Power Producer, also issue a copy of it to the Lenders.

17.3 Substitution Notice

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

17.4 Interim operation of Project

17.4.1 On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate the PPA, except under and in accordance with the terms of this Article of this PPA.

17.4.2 On issue of a Substitution Notice, the Lenders shall have the right to request Procurer to enter upon and takeover the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, including levy, collection and appropriation of payments thereunder, subject to, the servicing of monies owed in respect of the Total Debt Amount as per the Financing agreements and the Power Producer shall completely cooperate in any such takeover of the Project by Procurer. If Procurer, at its sole and exclusive discretion agrees to enter upon and takeover the Project, till substitution of the Selectee in accordance with this PPA, Procurer shall be compensated for rendering such services in accordance with Article17.8 herein.

17.4.3 If Procurer refuses to take over the Project on request by the Lenders in accordance with Article17.4.2 above, the Power Producer shall have the duty and obligation to continue to operate the Project in accordance with the PPA till such time as the Selectee is finally substituted under Article17.6.10 hereof.

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

17.5 **Process of Substitution of Power Producer**

17.5.1 The Lenders' Representative may, on delivery of a Substitution Notice notify Procurer and the Power Producer on behalf of all the Lenders about the Lenders' decision to invite and negotiate, at the cost of the Lenders, offers from third parties to act as Selectee, either through private negotiations or public auction and / or a tender process, for the residual period of the PPA. Subject to and upon approval of, such Selectee shall be entitled to receive all the rights of the Power Producer and shall undertake all the obligations of the Power Producer under the PPA and other Project Documents executed between the Power Producer and Procurer, in accordance with these terms of substitution.

17.5.2 The Lenders and the Power Producer shall ensure that, upon Procurer approving the Selectee, the Power Producer shall transfer absolutely and irrevocably, the ownership of the Project to such Selectee simultaneously with the amendment or novation of the PPA and other Project Documents executed between the Power Producer and Procurer in favour of the Selectee as mentioned in Article17.1.2.

17.6 **Modality for Substitution**

Criteria for selection of the Selectee:

17.6.1 The Lenders and / or the Lenders' Representative shall in addition to any other criteria that they may deem fit and necessary, apply the following criteria in the selection of the Selectee:

a) if the Power Producer is proposed to be substituted during the Construction Period, the Selectee shall possess the financial capability used to pre-qualify bidders in the RFQ stage (including the methodology prescribed therein) to perform and discharge all the residual duties, obligations and liabilities under the PPA. If the Power Producer is proposed to be substituted during the Operation Period, this criterion shall not be applicable.
b) the Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues, if any, of the Power Producer to Procurer under and in accordance with the PPA and also payment of the Total Debt Amount to the Lenders upon terms and conditions as agreed to between the Selectee and the Lenders;
c) the Selectee shall have not been in breach of any PPA between the Selectee and any Bank or any Lender or between the Selectee and Procurer, involving sums greater than Rupees fifty (50) lakhs at any time in the last two (2) Operational Years as on the date of the substitution of the Power Producer.
d) any other appropriate criteria, whereby continuity in the performance of the Selectee's obligations under the PPA is maintained and the security in favour of the Lenders under the Financing agreements is preserved.

Modalities

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

17.6.2 The Lenders' Representative shall on behalf of the Lenders propose to Procurer (the "Proposal") pursuant to Article17.6.3 below, the name of the Selectee for acceptance, seeking:

a) grant of all the rights and obligations under the PPA and the other Project Documents executed between Procurer and the Power Producer, to the Selectee (as substitute for the Power Producer);
b) amendment of the PPA and the other Project Documents executed between Procurer and the Power Producer, to the effect that the aforementioned grant to the Selectee, shall be such that the rights and obligations assumed by the Selectee are on the same terms and conditions for the residual period of the PPA as existed in respect of the Power Producer under the original PPA and the other Project Documents executed between Procurer and the Power Producer; and
c) the execution of new PPAs as necessary, by the proposed Selectee for the residual period of the PPA on the same terms and conditions as are included in this PPA.

17.6.3 The Proposal shall contain the particulars and information in respect of the Selectee the data and information as any of Procurer may reasonably require. Procurer may intimate any additional requirement within thirty (30) Days of the date of receipt of the Proposal.

17.6.4 The Proposal shall be accompanied by an unconditional undertaking by the Selectee that it shall, upon approval by Procurer of the Proposal:

a) observe, comply, perform and fulfil the terms, conditions and covenants of the PPA and all Project Documents executed between Power Producer and Procurer or a new power purchase PPA or respective Project Document (in the case of the novation thereof), which according to the terms therein are required to be observed, complied with, performed and fulfilled by the Power Producer, as if such Selectee was the Power Producer originally named under the PPA; or the respective Project Document; and
b) be liable for and shall assume, discharge and pay the Total Debt Amount or then outstanding dues to the Lenders under and in accordance with the Financing agreements or in any other manner agreed to by the Lenders and Procurer as if such Selectee was the Power Producer originally named under such Financing agreements.

17.6.5 At any time prior to taking a decision in respect of the Proposal received under Article17.6, Procurer may require the Lender / Lenders' Representative to satisfy it as to the eligibility of the Selectee. The decision of Procurer as to acceptance or rejection of the Selectee, shall be made reasonably and when made shall be final, conclusive and binding on the Parties.

17.6.6 Procurer shall convey its approval or disapproval of such Proposal to the Lender / Lender's Representative. Such decision shall be made by Procurer at their reasonably exercised discretion within twenty one (21) Days of:

a) the date of receipt of the Proposal by the Procurers; or
b) the date when the last of further and other information and clarifications in respect of any data, particulars or information included in the Proposal requested by any of Procurer under Article17.6 above is received;whichever is later.
If there is no decisionismade within twenty one (21) Days, it shall be considered as deemed approval.

17.6.7 Notwithstanding anything to the contrary mentioned in this PPA, the approval of the

Procurer for the Selectee shall not be withheld in case the Selectee meets the criteria mentioned in Article17.6.

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

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

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

17.6.11 Upon the substitution becoming effective pursuant to Article17.6.10 above, all the rights of the Power Producer under the PPA shall cease to exist:

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

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

17.6.13 The decision of the Lenders and Procurer in the selection of the Selectee shall be final and binding on the Power Producer and shall be deemed to have been made with the concurrence of the Power Producer. The Power Producer expressly waives all rights to object or to challenge such selection and appointment of the Selectee on any ground whatsoever.

17.6.14 The Lenders shall be solely and exclusively responsible for obtaining any and all consents/approvals or cooperation, which may be required to be obtained from the Power Producer under this PPA and Procurer shall not be liable for the same.

17.6.15 All actions of the Lenders' Representative hereunder shall be deemed to be on behalf of the Lenders and shall be binding upon them. The Lenders' Representative shall be authorised to receive payment of compensation and any other payments, including the consideration for transfer, if any, in accordance with the Proposal and the Financing agreements and shall be bound to give valid discharge on behalf of all the Lenders.

17.7 **Power Producer's Waiver**

17.7.1 The Power Producer irrevocably agrees and consents (to the extent to which applicable law may require such consent) to any actions of the Lenders, the Lender's Representative and Procurer or exercise of their rights under and in accordance with these terms.

17.7.2 The Power Producer irrevocably agrees and consents (to the extent to which applicable law may require such consents) that from the date specified in Article17.6, it shall cease to have any rights under the PPA or the Financing agreements other than those expressly stated therein.

17.7.3 The Power Producer warrants and covenants that any PPA entered into by it, in relation to the Project, shall include a legally enforceable clause providing for automatic novation of such PPA in favour of the Selectee, at the option of the Lenders or Procurer. The Power Producer further warrants and covenants that, in respect of any PPAs which have already been executed in relation to the Project and which lack a legally enforceable clause providing for automatic novation of such PPA, the Power Producer shall procure an amendment in the concluded PPA to incorporate such clause.

17.8 **Interim Protection of Service and Preservation of Security**

Appointment of a Receiver

17.8.1 In every case of the Lenders issuing a Substitution Notice and Procurer refusing to take over the Project and the Power Producer failing to operate the Project in accordance with Article17.4 above and Procurer not electing to act as Receiver as per Article17.8 below, the Lenders may institute protective legal proceedings for appointment of a receiver (the "Receiver") to maintain, preserve and protect the assets held as security by the Lenders if such right is granted under the terms of the Financing agreements.

17.8.2 Provided that in event of Procurer refusing to take over the Project and the Power Producer failing to operate the Project in accordance with Article17.4 above, and if the assets of the Project are, in the opinion of Procurer, necessary and required for the operation and maintenance of the Project, Procurer shall be entitled to elect to act as the Receiver for the purposes of this Article and be entitled to maintain, preserve and protect the said assets by engaging an operator/service provider to act on their behalf and the Lenders and Power Producer hereby consent and agree to the same. Upon Procurer so intimating the Power Producer and the Lender's representative their desire to act as Receiver, the Power Producer and the Lender's representative shall co-operate with Procurer to facilitate the same.

17.8.3 Upon appointment of the Court appointed Receiver or Procurer acting as Receiver, all the Receivables received by such Receiver shall be deposited by the Receiver in the bank account jointly designated by PROCURER and the Lenders. The Receiver shall be responsible for protecting the assets in receivership and shall render a true and proper account of the receivership to the lenders in accordance with the terms of its appointment.

17.8.4 When acting as a Receiver or operator in accordance with this Article17.8 or Article17.4, Procurer shall be entitled to be remunerated for such services as may be determined by Central Electricity Regulatory Commission. Furthermore, when acting as a Receiver, Procurer shall not be liable to the Lenders, the Lenders' Representative, Power Producer or any third party for any default under the PPA, damage or loss to the Power Station or for any other reason whatsoever, except for wilful default of Procurer.

17.9 **Substitution Consideration**

17.9.1 The Lenders and Procurer shall be entitled to appropriate any consideration received for the substitution of the Power Producer as hereinabove provided, from the Selectee towards the payment of Lenders' and Procurer's respective dues, to the exclusion of the Power Producer.

17.9.2 The Power Producer shall be deemed to have nominated, constituted and appoints the Lenders' Representative as its constituted attorney for doing all acts, deeds and things as may be required to be done for the substitution of the Power Producer by the Selectee pursuant to these terms.

17.10 **Change in Lenders**

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

ARTICLE 18: REPRESENTATIONS & WARRANTIES

18.1 **Representations and Warranties of Procurer**

18.1.1 Procurer hereby represents and warrants to and agrees with the Power Producer as follows and acknowledges and confirms that the Power Producer is relying on such representations and warranties in connection with the transactions described in this PPA:

18.1.2 Procurer has all requisite powers authorising and has been duly authorised to execute and consummate this PPA;

18.1.3 This PPA is enforceable against Procurer in accordance with its terms;

18.1.4 The consummation of the transactions contemplated by this PPA on the part of Procurer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, PPA, license, permit, evidence of indebtedness, restriction, or other contract to which Procurer is a party or to which Procurer is bound, which violation, default or power has not been waived;

18.1.5 Procurer is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against Procurer;

18.1.6 There are no actions, suits, claims, proceedings or investigations pending or, to the best of Procurer's knowledge, threatened in writing against Procurer at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this PPA.

18.1.7 Procurer makes all the representations and warranties above to be valid as on the date of this PPA.

18.2 **Representations and Warranties of the Power Producer**

18.2.1 The Power Producer hereby represents and warrants to and agrees with Procurer as follows and acknowledges and confirms that Procurer is relying on such representations and warranties in connection with the transactions described in this PPA.

18.2.2 The Power Producer has all requisite power authorising and has been duly authorised to execute and consummate this PPA;

18.2.3 This PPA is enforceable against the Power Producer in accordance with its terms;

18.2.4 The consummation of the transactions contemplated by this PPA on the part of the Power Producer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, PPA, license, permit, evidence of indebtedness, restriction, or other contract to which the Power Producer is a party or to which the Power Producer is bound which violation, default or power has not been waived;

18.2.5 The Power Producer is not insolvent and no insolvency proceedings have been instituted, or not threatened or pending by or against the Power Producer;

18.2.6 There are no actions, suits, claims, proceedings or investigations pending or, to the best of Power Producer's knowledge, threatened in writing against the Power Producer at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgements, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to execute the Project or to comply with its obligations under this PPA.

18.2.7 The Power Producer makes all the representations and warranties above to be valid as on the date of this PPA.

ARTICLE 19: MISCELLANEOUS PROVISIONS

19.1 Amendment

19.1.1 This PPA may only be amended or supplemented by a written PPA between the Parties or their successor and permitted assign and after duly obtaining the approval of the Appropriate authority, if necessary and relevant.

19.2 Third Party Beneficiaries

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

19.3 Industry Standard

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

19.4 Waiver

19.4.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this PPA shall be effective unless in writing duly executed by an authorised representative of such Party.

19.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this PPA nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this PPA, which shall remain in full force and effect.

19.5 Entirety

19.5.1 This PPA and the Schedules/ Annexures are intended by the Parties as the final expression of their PPA and are intended also as a complete and exclusive statement of the terms of their PPA.

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

19.6 Confidentiality

19.6.1 The Parties undertake to hold in confidence this PPA and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;
b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
c) disclosures required under Law.

d) without the prior written consent of the other Party.

19.6.2 Provided that the Power Producer agrees and acknowledges that Procurer may at any time, disclose the terms and conditions of the PPA and the Project Documents to any person, to the extent stipulated under the Law.

19.7 **Affirmation**

19.7.1 **The Power Producer and Procurer, each affirm that:**

a) neither it nor its respective directors, employees, or agents has paid or undertaken to pay or shall in the future pay any unlawful commission, bribe, pay-off or kick-back; and
b) it has not in any other manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad to the other Party to procure this PPA, and the Power Producer and Procurer hereby undertake not to engage in any similar acts during the Term of PPA.

19.8 **Severability**

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

19.9 **No Partnership**

19.9.1 None of the provisions of this PPA shall constitute a partnership or agency or any such similar relationship between the Power Producer and Procurer.

19.10 **Notices**

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

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

Address :

Attention :

Email :

Fax. No. :

TelephoneNo. :

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

Address :

Attention :

Email :

Fax. No. :Telephone No. :

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

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

19.11 **Language**

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

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

19.12 **Breach of Obligations**

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

19.13 **Nomination Restriction**

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

19.14 **Commercial Acts**

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

19.15 **Restriction of Shareholders / Owners' Liability**

19.15.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this PPA. Further, the financial liabilities of the shareholder/s of each Party to this PPA, in such Party, shall be restricted to the extent provided in Section 426 of the Indian Companies Act, 1956 as amended or replaced.

19.15.2 The provisions of this Article19.15 shall supersede any other prior PPA or understanding, whether oral or written, that may be existing between Procurer, Power Producer, shareholders/ owners of the Power Producer or shareholders/ owners of Procurer before the date of this PPA, regarding the subject matter of this PPA.

19.16 **No Consequential or Indirect Losses**

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

19.17 **Independent Entity**

19.17.1 The Power Producer shall be an independent entity performing its obligations pursuant to the PPA or/ and RFP.

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

19.18 **Taxes and Duties**

19.18.1 The Power Producer shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the Power Producer, contractors or their employees, which are required to be paid by the Power Producer as per the Law in relation to the execution of the PPA or/ and RFP and for generation/ supply/ sale of solar energy as per the terms of this PPA or/ and RFP.

19.18.2 Procurer shall be indemnified and held harmless by the Power Produceragainst any claims that may be made against Procurer in relation to the matters set out in Article19.18.1.Procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Power Producer by Procurer on behalf of Power Producer.

19.18.3 The financial bid should includeall taxes and duties etc., if any. Power Producer shall be entirely responsible for all taxes, duties, license fees, etc. However, if any new change in tax/duty and cess is effected in the period after the Financial Bid Submission Deadline andany time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer as determined by the Competent Authority.

To evaluate impact of any change of laws in future, the rates applicable for each component shall be considered as:-

- Material Component in the capital cost- 70% of the Benchmark capital cost as notified by MNRE for the year 2021-22. This will include the cost of Solar Cells as 26% of the above referred benchmark capital cost
- Erection, Installation and Commissioning (I&C) component- 30% of the Benchmark capitalcost and
- Yearly operational cost will be considered as 3% of the Benchmark capital cost

The Quoted Tariff would be adjusted as below based on the variations in the capital cost and operational cost on account of change in taxes. Adjustment shall be allowed only if the extent of variation in taxes is beyond the deviations specified in table below:

	Variation due to change in taxes	Proportionate adjustments to the tariff	Effective Timelines
Capital Cost (Adjustments will be considered only if the change is more than 2.5%)	± X%	± 0.7 X%	If the relevant change is notified after Financial Bid submission deadline till 3 months prior to the Scheduled Completion date as per the terms of PPA
Operational Cost (Adjustments will be made only if change is more than 5%)	± Y%	± 0.1 Y%	If the relevant change is notified after Financial Bid submission deadline, adjustments in tariff shall be provided till the time such change is in force.

19.19 **Compliance with Law**

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

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

For and on behalf of [Procurer]	For and on behalf of [Power Producer]
______________________________	______________________________
Name:	**Name:**
Designation:	**Designation:**
Address:	**Address:**
Signature with seal	**Signature with seal**
Witness:	**Witness:**
1.	**1.**
2.	**2.**

SCHEDULE 1: SCOPE OF WORK

1. Details of work

1.1. Designing, engineering, supply, installation, testing and Commissioning of various capacities of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O&M for period of twenty five (25) Operational Years for Sale of Solar Power. Power Producerwould have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee/ CEIG, applicable. Comprehensive O &M for twenty five (25) Operational Year shall be required for each of the Project.

1.2. Bidder shall be responsible for all the works related to Commissioning and operation for twenty five (25) Operational Years of Project. In no case, Procurer or Nodal Agency shall be responsible to pay or increase in tariff for any work related to Project.

1.3. It is clarified that the projects awarded would not include energy storage with rooftop solar project. However, if Procurer desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the tariff discovered for sale of power.

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

2.1. A layout plan of the site should be submitted to the Inspecting Authority clearly indicating the identified location for installation of SPV modules & control room, where control panels shall be installed. The Power Producer shall also submit the mode in which the system will operate in accordance with the provisions of Rajasthan Electricity Regulatory Commission Grid interactive distributed RE Generative Systems regulations 2021 issued by RERC vide Notification Dated: 08-04-2021as amended from time to time;

2.2. Detailed planning of time bound smooth execution of Project;

2.3. Performance testing of the Completion and Successful Commissioning of the Project;

2.4. Comprehensive O &M of the Project for twenty five (25) Operational Year to assure faultless operation, and inventory maintenance; Supply of Power from Commissioning to Termination or for twenty five(25)Operational Years;

2.5. Coverage of risk liability of all personnel associated with implementation and realization of the Project;

2.6. The Power Producer shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the term of PPA;

2.7. The Power Producer is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project for the Comprehensive O &M period of first 3 Operational Years. The Power Producer should immediately take necessary action to repair any damage to the water proofing. However, in such situations, Power Producer shall bear any loss or damage to Project and rectify the same within reasonable timeframe but any generation loss in such eventualities shall not be passed on to Procurer. If Power Producer fails to do required water proofing within 7 days from the day of identification of issue, Procurer may get the same done at prevailing market rate and Power Producer shall reimburse the same to Procurer. If the Power Producer fails to reimburse the expenses to the Procurer then such expenses shall be adjusted by the Procurer from the energy bills of the next six (6) months.

2.8. Power Producer shall be responsible for O&M of the Project from the Commissioning or SCOD, whichever is earlier, to the completion of twenty five (25) Operational Years.

2.9. In case the bidder desires to do ground mount for part/full capacity for any site then bidder should consider the associated civil costs for such sites while bidding.

3. Internal electrification:

3.1. Inspection of the existing electrical network of each of the Project site;

3.2. Inspection of the Project in respect of its interfacing with licensee network/identified electrical load;

3.3. Preparation and submission of electrical drawing for the site with quantity of material required;

3.4. Obtaining prior approval of the work and drawing from Inspecting Authority;

3.5. Execution of the work in accordance with the norms and regulation directives for testing and completion of the Project to the satisfaction of the Nodal Agency;

4. Grid connection:

4.1. The Power Producer shall be responsible for synchronization of the Project with licensee's network under Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE Generative System Regulations 2021 issued by RERC vide Notification Dated: 08-04-2021 as amended from time to time;

4.2. Connectivity of Project with the licensee's network;

4.3. Commissioning of the project as applicable.

5. Metering and grid connectivity:

5.1. Metering and grid connectivity of the Projects would be the responsibility of the Power Producer in accordance with the prevailing guidelines of the concerned distribution licensee and / or CEA and net metering provisions in the state of Rajasthan. Nodal Agency and Procurer may facilitate in the process; however the entire responsibility lies only with the Power Producer. The cost of required meters shall be borne by Power Producer. This includes purchase of net meters under Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE Generative System Regulations 2021 issued by RERC vide Notification Dated: 08-04-2021and its amendments from time to time.

5.2. The Power Producer shall install the Generation Meter separately near the output of Inverter and Net-Meter shall be located in place of present discom's metering system.

5.3. Meters and metering equipment shall be tested as per provision of RERCand as per IS 14697 at CPRI or at any NABL accredited lab before installation at site on the cost of power producer and should be properly sealed in the presence of designated authority from procurer at the time of installation.

5.4. The accuracy class, current rating and certifications of the net meter and generation meter shall confirm with the standards for net meter and standards for generation meter as provided Rajasthan Electricity Regulatory Commission Grid Interactive Distributed RE

Generative System Regulations 2021 issued by RERC vide Notification Dated: 08-04-2021 and any subsequent amendment.

6. Insurance:

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

7. Warranty and guarantees:

7.1. The Bidder shall warrant that the goods supplied under this Agreement are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials as per standards specified in the technical specifications of this RFP. The Power Producer shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of twenty five (25) Operational Years.

7.2. The responsibility of operation of warranty and guarantee clauses and claims/ settlement of issues arising out of said clauses shall be responsibility of the Power Producer and Nodal Agency will not be responsible in any way for any claims whatsoever on account of the above.

8. Type and quality of materials and workmanship:

8.1. The design, engineering, manufacture, supply, installation, testing, commissioning and performance of the equipment shall be in accordance with latest/ appropriate IEC/Indian Standards as detailed in the technical specifications of this RFP or its subsequent amendments. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ electricity regulators/ Nodal Agency shall be used. All the relevant test certifications must be kept valid up to one (1) Year from the COD of the Project.

8.2. The specifications of the components should meet the technical specifications mentioned in this PPA.

8.3. Any supplies which have not been specifically mentioned in this PPA but which are necessary during construction or Comprehensive O&M period of the Project shall be provided by the Power Producer without any extra cost and within the time schedule for efficient and smooth construction and Comprehensive O &M of the Project.

9. Construction of control room etc.

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

10. Additional works

10.1. Additional civil, structural or electrical works which are so required/desired to be undertaken by the Procurer for the Project and which are not covered in the scope of work, shall be done by the Power Producer after obtaining concurrence of the Procurer on its design, drawing and estimate cost of such additional works shall be computed on the basis of SOR of PWD (Civil) and of DISCOM (Electrical). Cost of additional works shall be decided mutually between Power Producer and Procurer but in any case, it should not exceed the SOR rates or the actual rates, whichever is lower. A copy of actual cost and the SOR rates assessed for additional work shall be submitted to RRECL for approval. Additional works may include but not limited to;

10.2. Laying of additional length of cable and accessories if the complete space/rooftop provided is more than 500 mtrs away from the utility/DISCOM metering point.

10.3. Requirement of additional/specific design of structure, as desired by Procurer in deviation with the design provided by the Power Producer, to accommodate solar panels on rooftop, ground or on any existing structure/ construction/body.

10.4. Construction of approach to the rooftop/place of installation.

10.5. Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) disturb water proofing of roof (c) carry out any other modification of the Premises without the written consent of the Procurer. One time cost for strengthening of Premise to the extent required for setting up Solar PV Project during construction shall be borne by Power Producer. Any delay due to strengthening of Premise shall not be considered to extend the SCOD unless it is approved by Procurer in written. Cost of repair or maintenance of Premise to the extent required for the Solar PV Project, during the Comprehensive O &M of Project, shall be the responsibility of Power Producer, other than cost required for water proofing. The cost for water proofing will be the responsibility of Power Producer for a period of first three (3) Operational Years.

10.6. In case of any ambiguity over any specific works, Power Producer and Procurer shall involve Nodal Agency to get the clarity on the additional works.

11. Provision of sign board

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

12. Completion and Commissioning

12.1. **Completion:** When the Power Producer fulfils his obligation under the PPA, it shall obtain completion certificate from Nodal Agency for the PPA Capacity and part thereof.

12.2. Procurer may purchase power produced after the Commissioning or Completion and before commissioning from the Procurer at Quoted Fixed Tariff, on the condition that Power Producer shall follow all laws and regulation while providing solar power.

12.3. For the purpose of obtaining Completion certificate following documents shall be required:

a) Inspection Report of the Work(s) as per prescribed format provided by Nodal Agency.

b) CEIG Approval for the PPA Capacity or part thereof, if applicable;

c) Project satisfaction certificate from Nodal Agency for the PPA Capacity or part thereof.

d) Document in support of performance of the Project and achievement of CUF of 15% subject to seasonality as per provisions of Article4.9, as certified by the Nodal Agency.

12.4. **Commissioning:**

12.5. Power Producer, in coordination with the Discom, shall submit Commissioning certificate, for the capacity of the Project received Completion certificate, issued by the concerned Discom, in accordance with all applicable regulations/policies.

SCHEDULE 2: TECHNICAL SPECIFICATIONS

AS PROVIDED IN RFP DOCUMENT

SCHEDULE 3: TARIFF SCHEDULE

Operational Year	Financial Bid for Project (INR/kWh)
1 to 25 Years	LCoE = Rs.________ per kWh(Quoted Fixed Tariff)

1. Quoted Fixed Tariff must be applicable for sale of Solar Power to Procurer from Commissioning to twenty-five (25) Operational Years, Bidder to provide the Quoted Fixed Tariff up to 4 decimal places.
2. Quoted Fixed Tariff shall remain fixed for twenty-five (25) Operational Years of the Project.
3. The above Quoted Fixed Tariff is inclusive of any applicable taxes. However, if any new change in tax/duty is effected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer.
4. Further, for clarification, PPA shall be signed for individual Projects and Quoted Fixed Tariff shall remain the same for all Projects. However, it shall be applicable in accordance with respective dates of COD.

SCHEDULE 4: COD SCHEDULE

COD Schedule from the Date of Signing of PPA

S. No.	Milestone (Activity to be Performed)	Day
1.	Fulfilment of Condition Precedent	T
2.		T + [1 Month]
3.		T + [2 Month]
4.		T + [3 Month]
5.		T + [4 Month]
6.		T + [5 Month]
7.		T + [6 Month]
8.		T + [7 Month]
9.		T + [8 Month]
10.	COD	T + [9 Month]

Note: The COD should be within overall period of 24 months from the date of issuance of LoA by the Nodal Agency.

ANNEXURE 1: LETTER FROM NODAL AGENCY CONFIRMING THE CAPACITY

FORMAT-1: FULFILLMENT CERTIFICATE

This is to certify that, Power Producer has installed a _______ kWp Part Capacity/ PPA Capacity of Project on the Premise of the Procurer in accordance with the RFP and executed PPA dated _______________. The key features of the Part Capacity/ PPA Capacity is as follows:

S. No	Parameter	Description
1.	System Size Installed	____ kWp
2.	Expected Annual Energy Generation	
3.	Module Type	No. of Module installed: Module Supplier Name: Capacity (kWp):
4.	Inverter Type & Rating	No. of Inverter: Supplier Name: Capacity (kW or kVA)
5.	Combiner Box	Number: Supplier:
6.	Electrical Parameter for interconnection	
7.	Mounting type	
8.	Surface Azimuth Angle	
9.	Tilt Angle	
10.	Wind Resistance	
11.	Remote Monitoring System	
12.	Net Metering, if required for that part of capacity	
13.	Sign Board	
14.	Danger Board	
15.	Internal wiring upto use points, if required	
16.	Any additional work done, please specify	

The Power Producer shall provide a Remote Monitoring System (RMS) to Nodal Agency/ Procurer as prescribed in RFP and/or PPA.

FORMAT 2: FORMAT FOR CONSTRUCTION PERFORMANCE BANK GUARANTEE

(To be on non-judicial stamp paper of Minimum Rs. 1000/-)

In consideration of the ____*[Insert name of the Bidder]* (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about ______ kWp under RESCO Model at various locations in the state of Rajasthanin response to the RFP against NIT TN:/2022-23 dated …..and this PPAissued by Rajasthan Renewable Energy Corporation Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of ____ [insert the name of the Power Producer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Power Producer and issuing LICA No. ____________________________to ____ (Insert Name of Power Producer) as per terms of RFP and the same having been accepted by the selected Project Company, M/s ____{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the ____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at _____________________________ [Insert Name of the Place from the address of the Nodal Agency] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees___________________ [Rupees____(Total Value in words)] only, on behalf of M/s *[Insert name of the* Power Producer */ Project Company].*This guarantee shall be valid and binding on this Bank up to and including________________and shall not be terminable by notice or any change in the constitution of the Bank or the term of Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rupees______________________(both in numbers and words)

This Bank Guarantee shall remain in force until fourteen (14) months from the date of its issue. Nodal Agency shall be entitled to invoke this Guarantee with an additional claim period of six (6) months. This BANK GUARANTEE may be extended as deemed necessary. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

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

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

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

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

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

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

____

Signature

Name

Power of Attorney No.

For

[Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

____

Signature

Name and Address_____________________

____

Signature

Name and Address_____________________________