



**REQUEST FOR PROPOSAL (RFP)
RFP NO. [16]**

Client : Nashik Municipal Smart City Development Corporation Limited

Country : INDIA

Project Name : Grid connected Rooftop Solar PV Systems

Name of Work : Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Connected Rooftop Solar PV Systems on Net Metering Basis on the roofs of various Public Buildings in the City of Nashik.

Dated : 03/05/2018

Email : pmc@nashiksmartcity.in

Website : www.mahatenders.gov.in

Phone No. : 0253-2222489

:

Chief Executive Officer
Nashik Municipal Smart City Development Corporation Limited
Nashik

Nashik Municipal Smart City Development Corporation Limited

INTERNATIONAL COMPETITIVE BIDDING FOR RFP

SCHEDULE OF BIDDING PROCESS

Period of Availability of Bidding Document on Web Site	From <u>03/05/2018, 15:00</u> hrs. To <u>28/05/2018, 15:00</u> hrs.
Time and date of Pre-Bid Conference	Date: <u>11/05/2018</u> , Time: <u>12:00</u> hrs.
Last date and time for Online Receipt of Bids	Date: <u>28/05/2018, 15:00</u> hrs.
Date and time for physical/ hard copy receipt of Bids	Date: <u>29/05/2018, 14:00</u> hrs.
Time and date of opening of Envelope I and Technical Bids (Bids will be opened Online by the authorized officers)	Date <u>29/05/2018, 15:00</u> hrs.
Time and date of opening of Price Bids (Bids will be opened online by the authorized officers)	To be intimated separately to the technically qualified bidders
Officer inviting Bids	Chief Executive Officer, Nashik Municipal Smart City Development Corporation Limited

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DISCLAIMER

1. This RFP is not an Agreement or an offer by NMSCDCL to the Bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bids. However, this information is not intended to be exhaustive and interested parties are expected to make their own inquiries to supplement and verify information in this RFP. The Bidders shall satisfy themselves that the document is complete in all respects. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in this RFP before bidding. The Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation and any other matters/ sectors appearing in the document or specified work. The Bidders should go through the RFP in detail and bring to immediate notice of NMSCDCL any kind of error, misprint, inaccuracy or omission. If no intimation is received from any Bidder within 15 (fifteen) days from the date of notification of RFP/ Issuance of the RFP, it shall be considered that this RFP is complete in all respects and has been received by the Bidder.

2. NMSCDCL reserves the right to modify, amend or supplement this RFP including all formats and annexures. NMSCDCL reserves the right not to proceed with the Project, to alter the timeline reflected in this RFP or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a bid. No reimbursement of cost of any type will be paid to persons, entities submitting a bid under or pursuant to this RFP.
.....

3. NMSCDCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither NMSCDCL nor its employees, agents or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

LETTER OF INVITATION

RFP NO. [16] Date:03/05/2018

Name of the SPV: Nashik Municipal Smart City Development Corporation Limited

Project Name: Grid connected Rooftop Solar PV Systems

Name of Work: Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Connected Roof top Solar PV Systems on Net Metering Basis on the roofs of various Public Buildings in the city of Nashik.

Dear Mr. / Ms.

1. Nashik Municipal Smart City Development Corporation Limited (hereinafter called "NMSCDCL") is implementing smart city proposal in the city of Nashik under Smart City Mission.
2. NMSCDCL invites bids from the eligible Bidders to participate in the Request for Proposal for "**Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Solar Rooftop Systems on Net Metering Basis on the roofs of various Public Buildings in the city of Nashik under RESCO m**".
3. The bids shall be accepted through e-tendering process as well as in the physical form as described in the RFP.
4. For the implementation of above mentioned work, Bidders should submit their bid along with all supporting documents complete in all aspect on or before {date and time specified in Schedule of the Bidding Process} in the prescribed format.
5. Bidder shall submit Bid along with non-refundable RFP fees and Earnest Money Deposit complete in all respect as per the Bid Information Sheet.
6. The Technical Bids will be opened {date and time specified in Schedule of the Bidding Process} in presence of authorized representatives of Bidders who wish to be present. Bids received without or lesser than the prescribed RFP fee and EMD will not be considered. In the event of any date indicated above is a declared holiday, the next working day of NMSCDCL shall become operative for the respective purpose mentioned herein for which no prior intimation will be given.
7. The RFP which provides for the eligibility criteria, "Technical Specifications", various conditions of contract, formats, etc. can be downloaded from website: <https://mahatenders.gov.in>. Any amendment/ corrigendum/ clarifications with respect to this RFP shall be uploaded on <https://mahatenders.gov.in>. The Bidder should regularly follow up for any amendment/ corrigendum/ clarification on the above website.
8. The Bid will be rejected in case the Bidder has submitted the conditional bid and/or the specifications of the terms to be supplied are not in compliance with the RFP.

Yours sincerely,

Chief Executive Officer,
Nashik Municipal Smart City Development Corporation Limited
Nashik Municipal Corporation
Rajiv Gandhi Bhavan
Purandare colony
Sharanpur
Nashik
Email: ceo@nashiksmartcity.in

BID INFORMATION SHEET

Document Description	This RFP <i>inter-alia</i> is the “ Bidding process for unit rate per kWp ” under RESCO model.
RFP NO.	RFP No.:16 , Dated: <u>03/05/2018</u>
Broad Scope of Work for Bidding	Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Connected Rooftop Solar PV Systems on Net Metering Basis on the roofs of various Public Buildings in the city of Nashik.
Pre-bid Conference/ Clarification Meeting	A pre-bid conference will be held on {as specified in Schedule of the Bidding Process}
Last date & Time of Submission of Response of RFP	As specified in the Schedule of the Bidding Process of the RFP
Technical Bid Opening	As specified in the Schedule of the Bidding Process of the RFP
RFP fees	Rs.2,000/- (Rupees Two Thousand only) plus GST shall be paid online using available net banking option/ credit card/ debit card on e-procurement portal of Govt. of Maharashtra i.e. https://mahatender.gov.in . It is clarified that the RFP fees is non-refundable.
Earnest Money Deposit(EMD)	Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) and is refundable. To be deposited through online payment using available net banking option/ credit card/ debit card on e-procurement portal of Govt. of Maharashtra i.e. https://mahatender.gov.in or as mentioned in this RFP.
Performance Security(PBG)	PBG amount shall be furnished by the Successful Bidder after issue of LoA by Nashik Municipal Smart City Development Corporation Limited. Please refer Clause 3.12 of Section-I for details.
Name, Designation, Address and other details (For Submission of Response to RFP)	The online Bid shall be submitted at https://mahatenders.gov.in and hard copies have to be submitted at o/o Chief Executive Officer, Nashik Municipal Smart City Development Corporation Limited, Nashik Municipal Corporation, Rajiv Gandhi Bhavan, Purandare colony, Sharanpur, Nashik- 422002 India. In adherence to the timelines prescribed in the Schedule of the Bidding Process of the RFP
Important Note: Prospective Bidders are requested to remain updated for any notices/ amendments/ corrigendum/ clarifications etc. to this RFP through https://mahatenders.gov.in . No separate notifications will be issued for such notices/ amendments/ corrigendum/ clarification etc.	
All the information related to this RFP will be updated on the above website.	

DEFINITIONS & ABBREVIATIONS

The words and expressions defined in this RFP shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- 1.1. “**Affiliate**” shall mean a company that either directly or indirectly
 - a) controls or
 - b) is controlled by or
 - c) is under common controlThe term “**control**” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 1.2. “**ABD**” Shall mean Area Based Development prescribed in Nasik Smart City Proposal.
- 1.3. “**B.I.S**” shall mean specifications of Bureau of Indian Standards (BIS);
- 1.4. “**Bid**” shall mean the documents submitted by a Bidder pursuant to this RFP, including the Techno Commercial Bid and Price Bid along with all documents/ credentials/ attachments/ annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
- 1.5. “**Bidder**” shall mean a Company or a consortium of 2 (two) Company that has submitted the Bid in response to this RFP. For avoidance of doubt, any reference to the Bidder includes its successors, executors and permitted assigns as the context may require.
- 1.6. “**Bidding Process**” shall mean the process governing the submission and evaluation of the Bids as set out in Clause 4 of the RFP.
- 1.7. “**EMD**” shall mean the unconditional guarantee to be submitted along with the Bid by the Bidder under Clause 3.11 of this RFP.
- 1.8. “**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid information Sheet.
- 1.9. “**Bid Capacity**” shall means capacity offered by the Bidder in its Bid.
- 1.10. “**Bid Validity Period**” shall have the meaning as set forth in Clause 3.9.
- 1.11. “**CEA**” shall mean Central Electricity Authority.
- 1.12. “**Chartered Accountant**” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.13. “**Competent Authority**” shall mean Chief Executive Officer of Nashik Municipal Smart City Development Corporation Limited himself and/or a person or group of persons nominated by Chief Executive Officer for the mentioned purpose herein.
- 1.14. “**Commissioning**” means successful operation of the Project by the Contractor, for the purpose of carrying out performance test(s).
- 1.15. “**Company**” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto or incorporated under any equivalent law of any other country.

- 1.16. “**Contractor**” shall mean the Successful Bidder selected by NMSCDCL pursuant to this RFP for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFP, with whom the contract has been executed.
- 1.17. “**Capacity Utilization Factor**” (**CUF**) shall mean the ratio of actual energy generated by solar photovoltaic project over the year to the equivalent energy output at its rated capacity over the yearly period. (**$CUF = \text{actual annual energy generated from the plant in kWh} / (\text{installed plant capacity in kW} * 365 * 24)$**).
- 1.18. “**Eligibility Criteria**” shall mean the Eligibility Criteria as set forth in Clause 3.2 of this RFP.
- 1.19. “**Financial Eligibility Criteria**” shall have the meaning as set forth in Clause 3.2.3 hereof.
- 1.20. “**Financially Evaluated Entity**” shall mean the Bidder or the Parent Company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 3.2.3 hereof hereof.
- 1.21. “**IEC**” shall mean specifications of International Electro-technical Commission.
- 1.22. “**KWp**” shall mean kilo-Watt-peak.
- 1.23. “**KWh**” shall mean kilo-Watt-hour.
- 1.24. “**NMSCDCL**” shall mean Nashik Municipal Smart City Development Corporation Limited.
- 1.25. “**Lead Member**” shall mean the Bidder, in case of a consortium, that fulfills the Financial Eligibility Criteria either through itself or through its Parent Company.
- 1.26. “**Levelised tariff**” shall mean the tariff offered by the Bidder for 25 years for the scope of work as per this RFP subject to the maximum Levelised tariff of 25 years as per clause 2.1.2 I.
- 1.27. “**LoA**” shall have the meaning as set forth in Clause 6.8.2
- 1.28. “**L1 Bidder**” shall have the meaning as set forth in Clause 6.3.4.
- 1.29. “**MNRE**” shall mean Ministry of New and Renewable Energy, Government of India;
- 1.30. “**Model**” shall mean RESCO model which includes energy sale which shall not exceed the beyond the Levelised tariff.
- 1.31. “**Net –worth**” shall mean the net worth calculated as per the formula prescribed in Clause 3.2.3.1
- 1.32. “**O&M**” shall mean Operation & Maintenance of Rooftop Solar PV system for 25 years.
- 1.33. “**Owner of project**” shall mean anyone who has ownership of the roof (including in the form of lease) and is the legal owner of all equipment of the project OR the Contractor who has taken the roof on mutually agreed terms and conditions from the roof top owner(s) and enters into a PPA with the consumer(s) for supply of solar power for at least 25 years from the date of Commissioning of Project.
- 1.34. “**Project Cost/ Project Price**” shall mean the price offered by the Bidder for the Scope of work as per RFP document.

- 1.35. **“Project capacity”** means capacity in kWp offered by the Bidder consisting of single or multiple roof tops aggregating to 1000 kWp or such other capacity as permitted by and under this RFP. The Project capacity specified is on “DC” output side only.
- 1.36. **“Performance Ratio” (PR) means** the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. $PR = (\text{Measured output in kWh} / \text{installed plant capacity in kW} * (1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2))$.
- 1.37. **“Parent company”** shall mean a company, which holds more than 50% equity either directly or indirectly in the Bidder.
- 1.38. **“Project”** shall mean the design, engineering, energy supply, installation, testing, commissioning, synchronizing and maintenance of power grid connected rooftop solar PV systems on net metering basis on the roofs of various public buildings in the city of Nashik aggregating to 1000 kWp or such other capacity as permitted by and under this RFP.
- 1.39. **“Project Company”** shall mean a special purpose vehicle incorporated by the Successful Bidder as per applicable laws in accordance with Clause no 3.3.
- 1.40. **“Project Sanction Documents”** shall mean the documents in the Annexure – A.
- 1.41. **“Price Bid”** shall mean Envelope III of the Bid, containing the Bidder’s quoted Price as per the Section- IV of this RFP.
- 1.42. **“PPA”** shall mean the power purchase agreement entered between the Contractor and the rooftop owner/ DISCOM/ others for supply of Solar power for 25 years from the date of Commissioning of the Project.
- 1.43. **“Qualified Bidder”** shall mean the same meaning as set forth in clause 3.2.2
- 1.44. **“RFP”** shall mean Request for Proposal.
- 1.45. **“RESCO”** shall mean a Renewable Energy Service Company.
- 1.46. **“RESCO model”** shall mean where the Bidders intend to take a roof top owned by someone else on mutually agreed terms and conditions and enters into the PPA with rooftop owner/ DISCOM/ others for supply of solar power for 25 years from the date of Commissioning of Project.
- 1.47. **“Rooftop Solar PV”** shall mean the solar PV systems installed in the consumer premises on the flat/ slanted roof and the systems installed on the elevated platform on metallic or concrete structure (above 10feet from ground in case sufficient shadow free rooftop is not available).
- 1.48. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable law.
- 1.49. **“Successful Bidder(s)”** shall mean the L1 Bidder(s) selected by NMSCDCL pursuant to this RFP for implementation of grid connected roof top solar PV system as per the terms of the RFP, and to whom the LoA has been issued.
- 1.50. **“SLNA”** shall mean State Level Nodal Agency.
- 1.51. **“System Capacity”** means capacity in kWp offered by the Bidder consisting of a single roof top.

- 1.52. ~~“Technical Eligibility Criteria” shall have the~~ meaning as set forth in clause 3.2.2 hereof.
- 1.53. **“Technical Bid”** means Envelope II of the Bid submitted by the Bidder in accordance with Clause 3.8
- 1.54. **“Ultimate Parent Company”** shall mean a Company, which directly or in directly owns at least Twenty Six Percent (26%) paid up equity capital in the Bidder and/ or the financially Evaluated Entity.
- 1.55. **“Wp”** shall mean Watt peak.
- 1.56. **1MWp** for the purpose of conversion in **kWp** shall be considered as 1000kWp.

INTERPRETATIONS

1. Words comprising the singular shall include the plural and vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this RFP are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or amongst the parts of this RFP, 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 RFP has been inserted for reference only and shall not affect the interpretation of this RFP.

SECTION - I

A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS

1. INTRODUCTION

- 1.1. Nashik Smart City Proposal has been selected by Government of India under Smart City Mission. As per the smart city guidelines, 10% of the town energy consumption shall depend on the renewable energy. Nashik having headquarters of the offices in the district, has many government buildings. It is proposed to install solar power over the roof tops of such government buildings. The scope of works consists of “**Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Connected Rooftop Solar PV Systems on Net Metering Basis on the roofs of various public buildings in the city of Nashik.**”
- 1.2. **Bidder can** submit Bids under RESCO Model for the Public Buildings.
- 1.3. The Project targets installation of grid-connected roof top solar PV projects on the roofs of (Government offices/ Hospitals / Educational Institutions etc.) The generated solar power may be utilized for captive application and the surplus power will be fed directly to the grid. The Project aims to reduce the fossil fuel based electricity load on main grid and make building self-sustainable from the point of electricity to the extent possible.
- 1.4. NMSCDCL which expression shall also include its successors and permitted assigns, hereby invites interested Bidders to participate in this bidding process for the selection of Successful Bidder(s) for implementation of large scale grid-connected roof top Solar Photovoltaic Projects under smart city proposal in the area of Nashik Municipal Corporation indicated herein under.
- 1.5. The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the RFP must be furnished. Failure to provide the information and/or documents as required may render the Bid technically unacceptable.
- 1.6. The Bidder shall be deemed to have examined the RFP, to have obtained its own information in all matters whatsoever that might affect the carrying out the Project in line with the scope of work specified elsewhere in the RFP at the offered rates and to have satisfied itself to the sufficiency of its bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the RFP irrespective of any defects, omissions or errors that may be found in the RFP.

2. BID DETAILS:

- 2.1. Bids in RESCO Model: The Bidding Process under this RFP of the rooftop scheme is under RESCO Model.
 - 2.1.1. Bids are invited from the prospective Bidders to furnish year by year tariff for the unit rate of Wp for 25 (twenty five) years from the date of Commissioning of the Project. Tariff stream quoted by the Bidder shall then be levelised with a discounting rate of 11%. The Project will be awarded based on the lowest Levelised tariff for 25 (twenty five) years.

2.1.2. Maximum allowable Levelised tariff for 25 (twenty five) years cost for RESCO Model assuming the discounting rate of 11% is at the rate of Rs.5.63/- per kWh (As per MERC Order of dated 28.04.2017 i.e. Determination of Generic Tariffs for Renewable Energy for FY 2017-18).

2.1.3. The Bids with Levelised tariff in excess of above mentioned Levelised tariff shall be out rightly rejected by NMSCDCL. For avoidance of doubt, an indicative reference of calculation of Levelised tariff is provided in Annexure-C of this RFP.

2.1.4. ~~Tariff in any year shall~~ either be equal to or more than the tariff in the immediately preceding year.

2.2. SIZE OF THE PROJECT:

The size of the Project unit starts from 1kWp and above for identified locations of concerned urban local bodies. One Project unit may however comprise of several rooftop units. Size of one Project unit should be minimum one rooftop.

2.3 BID CAPACITY:

Total Bid capacity will be around 1000 kW. This capacity can be increased or decreased depending on the availability of roof top area of government buildings. Bidder shall quote in its Price Bid for a capacity of 1000 kW. After successful installation of 1000 kW capacity, Nashik Municipal Corporation, NMSCDCL and the successful bidder may increase the capacity after due approval from NMSCDCL.

3. INSTRUCTIONS TO THE BIDDERS:

3.1 No Bidder shall be entitled to submit more than one bid. If he does so, all Bids wherein the Bidder has participated shall stand disqualified.

3.2 ELIGIBILITY CRITERIA

3.2.1 GENERAL

The Bidder should be engaged in the business of Solar Power.

A copy of certificate of incorporation and its memorandum and articles of association shall be furnished by the Bidder along with its Bid in support of above.

3.2.2 Bidder will be declared as a Qualified Bidder based on meeting the Eligibility Criteria as demonstrated based on documentary evidence submitted by the Bidder along with the Bid.

3.2.3 In case of a participation of a consortium, the Financial Eligibility Criteria like annual turnover or net worth as indicated in Clause 3.2.3 shall be fulfilled by the Lead Member

or Parent Company of the Lead Member while the Technical Eligibility Criteria shall be required to be fulfilled by all the consortium members.

The sole Bidder or any member of the consortium should not be black listed/ debarred by Central Government/ any State Government/ Public Sector Undertaking entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the Bid. An undertaking in this regard should be furnished on a non-judicial stamp paper.

In case of Bidder submitting its Bid through consortium, a consortium agreement as per the Format-9 shall be furnished along with the Bid.

The maximum members allowed in a consortium are limited to 2 (two).

3.2.2 TECHNICAL ELIGIBILITY CRITERIA:

The sole Bidder/ any member in consortium should have designed, supplied, installed and commissioned at least one Grid connected Solar PV Power Project having a capacity of not less than 100 kWp which should have been commissioned in India at least 12 (twelve) months prior to date of submission of Bid.

The sole Bidder should have designed, supplied, installed and commissioned Grid connected Solar PV Power Projects having an aggregate capacity of not less than 1000 kWp which should have been commissioned at least 12 (twelve) months prior to date of submission of Bid. In case of consortium, all the members in consortium together shall satisfy the total eligible capacity of 1000kWp in adherence to clause 3.2.2

The list of projects commissioned at least 12 (twelve) months prior to date of submission of Bid, indicating whether the project is grid connected, along with a scan copy of the Commissioning certificate and Work order/ Contract/ Agreement/ from the Client/Owner shall be submitted(online) in support of this criteria.

3.2.3 FINANCIAL ELIGIBILITY CRITERIA:

3.2.3.1 The Sole Bidder or Lead Bidder in case of consortium should have an Annual Turnover or Net worth as indicated below.

- (i) The average annual turnover of Rs.5,00,00,000/- (Rupees Five Crore only) for last 3 (three) financial years i.e. 2014-15, 2015-16 and 2016-17. It is clarified that turnover during any part of the FY 2017-18 shall not be considered for this purpose.

OR

- (ii) Net worth equal to or greater than Rs.2,50,00,000/- (Rupees Two Crore and Fifty Lakhs only) as of 31st March 2017. .

The Computation of Net worth shall be based on unconsolidated audited annual accounts of FY 2016-17. Share premium can be included in the Net-

worth calculation in case of listed companies in India only.

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

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

For the purposes of meeting financial requirements, only audited annual accounts shall be used.

3.2.3.2 Bidders shall furnish documentary evidence as per the Format -6, duly certified by Authorized Signatory and the Statutory Auditor/ Practicing Chartered Accountant of the Bidder in support of their financial capability.

3.2.3.3 Further, in case where the Bidder has used the Financial Eligibility Criteria of its Parent Company then it needs to be ensured that any change in the controlling equity of the Bidder requires prior approval of NMSCDCL.

3.3 INCORPORATION OF A PROJECT COMPANY

3.3.1 The Successful Bidder (all the members thereof) shall incorporate a special purpose vehicle under the Companies Act 2013 ("**Project Company**"). The Project Company shall be responsible for undertaking the Project. The Successful Bidder shall be responsible to get all clearance required/ obtained in its name to be transferred in the name of the Project Company.

3.3.2 The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of two (2) years from the commercial operation date of the entire Project aggregating to 1000 kWp or such other capacity as permitted by and under this RFP.

3.4 BID SUBMISSION BY THE BIDDER

3.4.1 The Bidders shall submit a signed and complete Bid comprising the documents and forms as set out in Clause 3.8. The submission shall be done online and offline in adherence to the terms of the RFP

3.4.2 An authorized representative of the Bidder shall sign the original submission letters in the required format for the Technical Bid and Price Bid and shall initial all pages, as required. The authorization of the representative shall be in the form of a written power of attorney attached to the Technical Bid.

3.4.3 Note to the Bidder for e tendering:

In participation in e-tendering of NMSCDCL, it is mandatory for prospective Bidder to get registered on website <https://mahatenders.gov.in>. Thus, it is advised to all prospective Bidders to get registered on the aforesaid website. Further, it is mandatory for the Bidder to sign its bids online using Digital Signature Certificates (DSC), so the same should be obtained at the earliest, if not obtained already.

For further information regarding issue of DSC, the Bidder may visit website <https://mahatenders.gov.in> it is to be noted that it may take up to 7 to 10 working days for issuance of the DSC. NMSCDCL shall not be responsible in any manner for any delay in the issue DSC.

If Bidder is bidding first time for e-tendering, then it is obligatory on the part of Bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.

Bidder must positively complete online e-tendering procedure at <https://mahatenders.gov.in>

For any type of clarifications, Bidders can visit www.mahatenders.gov.in or contact help desk contact no. 01204200462, 01204001002 Mobile no.+919881044457, 8826246593, 9987912844, Email td-support-eproc@nic.in

The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder themselves. In the event of such corrections, the authorised representative of the Bidder who has signed the Bid shall initial such corrections.

The authorization shall be in the form of a duly notarized power of attorney accompanying the Techno Commercial Bid or in any other form demonstrating that the representative has been duly authorized to sign. The Technical Bid shall be submitted in physical form in original in two copies and the scanned copy of the original in pdf format shall be uploaded on www.mahatenders.gov.in duly digitally signed. The physical signed Technical Bid shall be marked as "ORIGINAL". The Price Bid shall be submitted online only and shall be signed digitally.

The Technical Bid shall be placed in a sealed envelope clearly marked "TECHNICAL BID" followed by the name of the Project.

The envelopes containing:

- the Technical Bid,
- EMD,
- cost of RFP,
- Power of attorney and shall be placed into an outer envelope and sealed physically as well as digitally, as applicable.

The Technical Bid, EMD, power of attorney, document fee and proof of on line purchase of the RFP shall be submitted in physical form (hard copy) and scanned copy of the Technical Bid and EMD, power of attorney shall be submitted online be signed digitally.

The outer envelope of the physical submission shall bear the submission address, name of RFP and reference number of RFP be clearly marked "DO NOT OPEN, BEFORE *[insert the time and date of the opening indicated in the Data*

sheet/Schedule of Bidding Process]". NMSCDCL shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. These circumstances may be case for rejection of the Bid. If the Price Bid submitted online is not digitally signed, this will constitute ground for declaring the Bid as non-responsive.

The Bid must be sent to the address indicated in the Bid Information Sheet and received by NMSCDCL no later than the time and the date indicated in the Bid Information Sheet, or any extension to this. Any Bid received by NMSCDCL after the Bid Deadline shall be returned unopened.

3.4.4 The Bidder must submit the following:

3.4.4.1 Online submission

- a) Scanned copy of original Techno Commercial Bid in pdf format, EMD, Power of Attorney, online payment of RFP fees and the Price Bid
- b) The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-IV & Section V of this document.
- c) Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

3.4.4.2 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as set out in Clause no. 3.2 to the satisfaction of NMSCDCL and shall also furnish unconsolidated/consolidated audited annual accounts in support of meeting financial requirement, which shall consist of balance sheet, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be of the Bidder or Financially Evaluated Entity for any of the last three(3) financial years [i.e. FY 2014-15, 2015-16 and 2016-17] which are used by the Bidder for the purpose of calculation of annual turnover or of last Financial Year in case of net worth.

3.4.4.3 In case the annual accounts for the latest financial year are not audited and therefore the bidder cannot make it available, the applicant shall give certificate to this effect from their directors. In such a case, the Applicant shall provide the Audited Annual Reports for 5(Five) years preceding the year or from the date of incorporation if less than 5 years for which the Audited Annual Report is not being provided.

3.5 BID SUBMITTED BY A BIDDER:

The Bidder should designate/ nominate one person to represent the Bidder in its dealings with NMSCDCL.

The person should be duly authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidder shall submit, along with its Bid, a Power of Attorney in original (as per Format-5), authorizing the signatory of the Bid.

3.6 CLARIFICATIONS AND PRE-BID MEETING

- 3.6.1** NMSCDCL will not enter into any correspondence with the Bidders, except to furnish clarifications on RFP documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFP in writing, through a letter or soft copy by e-mail to reach NMSCDCL at the address, date and time mentioned in the Schedule of the Bidding Process.
- 3.6.2** The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by NMSCDCL.
- 3.6.3** 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 Bidders.
- 3.6.4** NMSCDCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, NMSCDCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.
- 3.6.5** Minutes of the pre-bid meeting including the list of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
- 3.6.6** Pursuant to the pre-bid meeting, if NMSCDCL deems necessary to amend the RFP, it shall be done by issuing amendment/ corrigendum.

3.7 AMENDMENTS TO RFP

- 3.7.1** At any time prior to the deadline for submission of Bids, NMSCDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by issuing clarification(s) and/or amendment(s) to the RFP.
- 3.7.2** The clarification(s)/ amendment(s), if any will be notified on <https://mahatenders.gov.in> at least two (2) days before the last date of online submission of the Bid. If any amendment is required to be notified within last two (2) days of the online date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.
- 3.7.3** NMSCDCL will not bear any responsibility or liability arising out of non-receipt of the information regarding amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.
- 3.7.4** No verbal clarifications and information provided by NMSCDCL or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on NMSCDCL unless subsequently confirmed through the issuance of corrigendum (s)/ amendment(s) or any other written communication by NMSCDCL.

3.8 BIDDING PROCESS

3.8.1 BID FORMATS

The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in Clause 3.4 and Clause 3.9.3. The Bid shall comprise of the following:

(A) ENVELOPE- I (COVERING LETTER, RFP FEES, EMD AND BIDDER FORMAT EXCEL SHEET)

- (i) Covering Letter indicating the Capacity quoted as per the prescribed Format-1.
- (ii) Copy of PAN and TAN certificates of Bidder.
- (iii) RFP fee @ Rs. 2,000/- + GST
- (iv) EMD @ Rs. 2,50,000/- shall be submitted separately for the proof of online payment of EMD.
- (v) Checklist for Bank Guarantee submission requirements as prescribed in Format- 4, if applicable

[Note: All formats and relevant documents as required in the RFP shall be spiral bounded and should be flagged separately. Details of flag should be mentioned in the covering letter.]

(B) ENVELOPE- II TECHNICAL BID

- (i) Original power of attorney issued by the Bidder in favour of the authorized person signing the Bid, in the form attached hereto as Format-5 (**Power of Attorney must be supplemented by Board Resolution to above effect for the Bidder**). However, NMSCDCL may accept general Power of Attorney executed in favour of Authorized signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidder.
- (ii) General particulars of the Bidders as per Format-2
- (iii) Shareholding certificate signed by the company secretary of the Bidder and shareholding certificate signed by the company secretary of the Parent Company (if parent company credentials are used).
- (iv) Document in support of meeting Eligibility Criteria as per Clause no. 3.2
- (v) Certificate of incorporation along with its Memorandum and Articles of Association of the Bidder and the Certificate of incorporation of the parent company (if parent company credentials are used)
- (vi) Consortium agreement, if applicable

- (vii) Details for meeting Financial Eligibility Criteria as per Clause no. 3.2.3.1 in the prescribed Format-6 along with documentary evidence for the same.
- (viii) If credentials of Parent company are being used by the Bidder then Format 8 shall be furnished.
- (ix) Undertakings from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company as per Format-8.
- (x) Board Resolution of the Parent Company/ Ultimate Parent Company of the Bidder duly certified by the Company Secretary to provide the EMD in the event of failure of the Bidder to do so.
- (xi) Signed and stamped Copy of the Bidding Documents including amendments & clarifications by Authorized signatory on each page.

(C) ENVELOPE III- PRICE BID(S) AS PER SECTION-IV FOR BID SUBMISSION UNDER RESCO – TO BE SUBMITTED ONLY ONLINE

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

The Bidder shall submit signed Price Bid as per RESCO Model (refer Section IV).

(D) BID DUE DATE

The Bidder should submit the Bids so as to reach the address indicated on or before as specified in Schedule of the Bidding Process, *at the O/o Chief Executive Officer*
 Nashik Municipal Smart City Development Corporation Limited,
 Nashik Municipal Corporation,
 Rajiv Gandhi Bhavan
 Purandare colony,
 Sharanpur,
 Nashik-422002

3.9 VALIDITY OF BID

3.9.1 The Bid shall remain valid for a period of 120 **(one hundred and twenty) days** from the Bid Submission Date ("**Bid Validity Period**"), with Bidder having no right to withdraw, revoke or cancel its offer or unilaterally vary the offer submitted or any terms thereof. In case of the Bidder revoking or cancelling its offer or varying any term & conditions in regard thereof or not accepting LoA, NMSCDCL shall forfeit the EMD furnished by such Bidder.

3.9.2 In exceptional circumstances, NMSCDCL may in writing request the Bidders to

extend the Bid Validity Period of their Bids. The request and the responses thereto shall be made in writing. The EMD provided by such Bidders shall also be extended by an equivalent period of time. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner. **In case, if a Bidder rejects to give consent for extension of bid validity, remaining Bidders will be considered for Bid evaluation.**

3.9.3 METHOD OF BID SUBMISSION

- 3.9.3.1** Bids are invited on the competitive bidding process ("**Bidding Process**") adopting e-tendering method wherein Bidders shall be required to submit the bids online. Further, the Bidders shall also submit in a single sealed cover envelopes containing Envelope-I (Covering letter, RFP fee and EMD) and Envelope-II (Technical Bid) duly sealed separately. It is clarified that the Price Bid shall be submitted only online. The envelopes should contain the documents as detailed in Clause 3.8 above.
- 3.9.3.2** The 2 (two) envelopes shall be kept in an outermost Envelope. All the envelopes should be super scribed as "**Bid for Implementation of Grid connected Roof Top Solar PV System Scheme in Nashik Municipal Corporation area in Maharashtra, India**"
- 3.9.3.3** The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach NMSCDCL within the Bid Deadline. Bids submitted by telex/ telegram/ fax/ e-mail shall not be considered under any circumstances. NMSCDCL shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened by NMSCDCL. ***It should be noted that Envelope I and Envelope II shall not contain any information/ document relating to Price Bid.***
- 3.39.1** All pages of the Bid, except for the EMD, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document. The Bidders shall submit the Bid in original, duly signed by the authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by NMSCDCL.
- 3.9.3.5** If the outer cover envelope or Envelope I (Covering Envelope) or Envelope-II (Technical Envelope) is/are not closed/ sealed and not super scribed as per the specified requirement, NMSCDCL will assume no responsibility for the Bid's misplacement or premature opening.
- 3.9.3.6** All the envelopes shall be sealed properly and shall indicate the name and address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as per the terms of the RFP. Any term / condition proposed by the Bidder in its Bid which is not in accordance with the terms

and conditions of the RFP shall be considered as a conditional Bid and will make the Bid invalid.

3.10 COST OF BIDDING

- 3.10.1** The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and NMSCDCL 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 the Bidder through or in connection with its submission of Bid even though NMSCDCL may elect to modify/ withdraw the RFP.

3.11 Earnest Money Deposit (EMD)

The Bidder shall furnish the Interest free EMD of Rs.2,50,000/- (Rupees Two Lakh and Fifty Thousand only) either through online payment using available net banking option/ credit card/ debit card on e-procurement portal of Govt. of Maharashtra i.e. <https://mahatender.gov.in> The EMD of unsuccessful Bidders shall be returned within 30 (thirty) days from the date of issue of the LoA to the Successful Bidder. The Bidders submitting EMD of an amount less than that required amount of Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) will not be considered.

- 3.11.1** The EMD shall be denominated in Indian Rupees.
- 3.11.2** The Successful Bidder shall sign and stamp the LoA and return the duplicate copy of such LoA to NMSCDCL within 30 (thirty) days from the date of issuance of such LoA.
- 3.11.3** The EMD shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to NMSCDCL under the following circumstances:
- a. Hundred percent (100%) of EMD amount, if a Bidder withdraws/ revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RFP.
 - b. Hundred percent (100%) of the EMD amount, if the Successful Bidder fails to unconditionally accept the LoA within 15 (fifteen) days from the date of its issue.
 - c. Hundred percent (100%) of the EMD amount, if the Successful Bidder fails to furnish the "Performance Security" as per the Clause 3.12.

3.12 PERFORMANCE SECURITY/ PERFORMANCE BANK GUARANTEE (PBG)

- 3.12.1** Within 15 (fifteen) days from the date of issue of LoA, the Successful Bidder shall furnish the Performance Security of Rs 10,00,000/- (Ten Lakhs Only).
- 3.12.2** Further, any delay beyond 15 (fifteen) days shall attract interest @ 1.25% per month on the total amount, calculated on day to day basis. NMSCDCL at its sole discretion may cancel the allocated capacity and forfeit 100% of EMD, in case Performance Security is not submitted within 60 (sixty) days of issue of LoA as per Clause 3.11.3(c). However, total Project completion period shall remain same. Partial PBG shall not be accepted.
- 3.12.3** The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- a. a demand draft or FDR of any Nationalized Bank or a bank guarantee
 - b. Be confirmed for payment by the branch of the bank giving the bank guarantee.
- 3.12.4** The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to NMSCDCL
- a. If the Successful Bidder is not able to identify the projects and submit Project Sanction Documents to the satisfaction of NMSCDCL, PBG amount, pro-rata to the capacity for which the Successful Bidder is not able to identify the Projects and submit Project Sanction Documents.
 - b. If the Successful Bidder is not able to commission the projects to in adherence to the timelines and specifications prescribed by NMSCDCL, PBG amount, pro-rata to the capacity not commissioned by the Successful Bidder. However, Hundred percent (100%) PBG amount furnished for the Sanctioned Capacity, if the Successful Bidder fails to Commission the Projects(s) to the satisfaction of NMSCDCL, for the already identified locations, which are notified by NMSCDCL in the RFP or otherwise and for which LoA has been issued.
 - c. In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.
- 3.12.5** The Performance Security shall be valid for a minimum period of 2 (two) years from the date of issue of LoA and shall be renewed/ extended till the completion of 25 (twenty five) years of O&M from the date of commissioning.

3.13 OPENING OF BIDS

- 3.13.1** All the Techno Commercial Bids will be opened online on the date specified in the Schedule of the Bidding Process and all the documents of the Bid shall be downloaded. The down loaded documents will be considered for evaluation.
- 3.13.2** The Envelope-I of the Bidders shall be opened at the venue specified in the Schedule of Bidding Process on the Bid Deadline date at NMSCDCL office, in the presence of one representative from each of the Bidders who wish to be present.
- 3.13.3** The name of the Bidder, shall be read out to all the Bidders at the time of opening of Envelope-I.

3.14 RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID

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

3.14.1.1 NMSCDCL 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, NMSCDCL shall have no liability towards any Bidder. NMSCDCL shall evaluate the Bids in adherence to the evaluation process as set out in this RFP, at its sole discretion. Any decision of NMSCDCL with regard to the evaluation of Bids shall be final and binding on the Bidders.

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

3.15 ZERO DEVIATION

3.15.1 This is a zero deviation Bidding Process. Bidder is to ensure compliance of all provisions of the RFP and submit its Bid accordingly. Bids with any deviation to the RFP shall be liable for rejection by NMSCDCL.

3.16 EXAMINATION OF RFP

3.16.1 The Bidder is required to carefully examine the RFP.

3.16.2 The Bidder shall be deemed to have examined the RFP to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied itself as to the adequacy of its Bid. The Bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labor involved etc. and as to all supplies it has to complete in accordance with the RFP.

3.16.3 Bidder is advised to submit the Bid on the basis of conditions stipulated in the RFP. Bidder's standard terms and conditions, if any will not be considered. The cancellation/ alteration / amendment / modification in the RFP shall not be accepted by NMSCDCL.

3.16.4 Bid not submitted as per the instructions to Bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RFP.

B. GENERAL CONDITIONS OF CONTRACT (GCC)

3.17 SCOPE OF WORK

3.17.1 The scope of work for the bidder includes identification of buildings/ leasing rooftop of government/public buildings for 25 (twenty five) years, Acknowledgement of Intimation to Distribution Company (DISCOM) as per Annexure-M for grid connectivity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project

including operation and maintenance. O&M of the project for a period of 25 (twenty five) years after commissioning of the projects as per the acceptance of NMSCDCL.

3.18 LEVELISED TARIFF

- 3.18.1** The Levelised tariff shall include all the costs related to above scope of work. Bidder shall quote for the entire facilities on a “single responsibility” basis such that the total Bid price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 25 (twenty five) years including spares required, if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 3.18.2** The Levelised tariff quoted is on lump sum turnkey basis and the Bidder is responsible for the total Scope of Work described at Clause 3.17.1 above.
- 3.18.3** The Levelised tariff shall remain firm and fixed and shall be binding on the Successful Bidder up to 25 years from the date of Commissioning. No escalation will be granted on any reason whatsoever. The Successful Bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- 3.18.4** The Levelised tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the Successful Bidder shall be complete in all respect and no price variation/ adjustment is allowed. However, statutory variation of taxes and duties may be paid by the rooftop owner.
- 3.18.5** The operation and maintenance of solar photovoltaic power plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables and other parts for a period of 25 (twenty five) years under RESCO model.
- 3.18.6** The Levelised tariff shall be specified in sanction letter based on Successful Bidder’s quote. The Project cost shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by NMSCDCL and incorporated into the LoA.
- 3.18.7** The Bidder shall complete the Price Bid for RESCO as per Section IV

3.19 NASHIK MUNICIPAL SMART CITY DEVELOPMENT CORPORATION LIMITED

SERVICE CHARGES

- 3.19.1** Service charges of NMSCDCL shall be computed for tariff based competitive bidding for the levelised tariff of 25 (twenty five) years. Service charges of NMSCDCL shall be computed as 5 % of 80 % of Rs. 5.30 Crores per MWp of the allocated capacity.

For example: if the Successful Bidder has bid for 1 MW then the NMSCDCL service charges shall be

NMSCDCL Service charges = 5%X 0.80X 5.30 Crores X 1 (Allocated capacity) = Rupees 21.20 Lakhs only

NMSCDCL service charges are for site visits, inspection; liaison, monitoring etc. The above charges are exclusive of taxes and duties which shall be paid extra. NMSCDCL service charges are non-refundable and for each project the service charges has to be paid within 15 (fifteen) days from date of issuance of Sanction letter by NMSCDCL. Further, any delay beyond 15 (fifteen) days shall attract interest @ 1.25 % per month of the amount not paid

3.20 INSURANCE

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

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

3.21 WARRANTEES AND GUARANTEES

3.21.1 The Successful Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The Bidder shall provide system warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 25 (twenty five) years from the date of commissioning. The Successful Bidder has to transfer all the guarantees/ warrantees of the different components to the Owner of the project. The responsibility of operation of warrantee and guarantee clauses and claims/ settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the Owner of project and NMSCDCL will not be responsible in any way for any claims whatsoever on account of the above. All the guarantee terms are as per MNRE specifications.

The successful bidder should submit a PR guarantee of more than 75%. For any shortfall in generation below PR of 75% the bidder should compensate NMSCDCL for amount equal to the difference between the designed generation and actual generation multiplied by the PPA tariff during that year. This will be calculated on an annual basis

3.22 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

3.22.1 The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards as detailed in the Section- III (Technical specifications) of the

RFP, where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

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

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

3.23 OPERATION & MAINTENANCE (O&M) GUIDELINES TO BE MANDATORILY FOLLOWED BY BIDDERS

3.23.1 The Successful Bidder shall be responsible for all the required activities for successful operation and maintenance of the Rooftop Solar PV system for a period of 25 (twenty five) years from the date of Commissioning.

3.23.2 For system sizes above 25 kWp, below mentioned guidelines, shall be followed. In addition, O&M practices shall be strictly followed as per Annexure D. For projects up to 25 kWp, the O&M guidelines to be mandatorily followed by Bidders shall be as per Annexure E.

3.23.3 O&M of solar power plant shall be compliant with grid requirements to achieve committed energy generation.

3.23.4 Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.

3.23.5 Periodic cleaning of solar modules.

3.23.6 Periodic checks of the modules, PCUs (Power Conditioning Unit) and BoS (Balance of System) shall be carried out as a part of routine preventive and breakdown maintenance.

3.23.7 Immediate replacement of defective modules, Invertors/PCUs and other equipment as and when required.

3.23.8 Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer/ supplier's recommendations.

3.23.9 The entire equipment testing instrument required for testing, Commissioning and O&M for the healthy operation of the plant shall be maintained by the Bidder. The testing equipment must be calibrated once every 2 (two) years from NABL accredited labs and the certificate of calibration must be kept for reference, as required.

3.23.10 If negligence/ mal-operation on part of the Bidder's operator results in failure of equipment, such equipment should be repaired/ replaced by the Bidder free of cost.

3.23.11 Co-ordination with Owner of project/ DISCOM/ CEIG as per the requirement for Joint Metering Report (JMR). The person in charge present at site from Bidder's side shall take a joint meter reading in the presence of rooftop owner on a **daily basis**. Furnishing JMR each month to NMSCDCL positively by 1st week of every month for the previous month.

3.23.12 Online performance monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and break down maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.

3.23.13 Any issues related to operation and maintenance, shall be attended by the Owner of project within 72 (seventy two) hours. If the issue is not attended within such stipulated time, a written complaint may be raised to NMSCDCL, pursuant to which, a penalty of Rs.10,000/- (Rupees Ten Thousand only) for full month or more shall be imposed for a System Capacity above 50kWp.

Further, in case of outage of the energy supply of the Project, the PBG shall be encashed by NMSCDCL as follows:

If the outage of a System Capacity is more than 30 (thirty) days continuously, then the amount of PBG calculated as follows shall be encashed by NMSCDCL

PBG to be encashed= 50% x total amount of original PBG x (System Capacity / Project Capacity)

If the outage of a System Capacity is more than 60 (sixty) days continuously, then the amount of PBG calculated as follows shall be encashed by NMSCDCL

PBG to be encashed= 100% x total amount of original PBG x (System Capacity/ Project Capacity)

This will be applicable till 25 (twenty five) years of O&M as per the Scope of the RFP. In case the entire PBG is encashed by NMSCDCL then the contract shall stand terminated.

3.23.14 If any jobs covered in O&M Scope as per RFP are not carried out by the Contractor during the O&M period, NMSCDCL shall take appropriate action as deemed fit. NMSCDCL reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the Bidder. Failure to adhere to above guidelines, will result in penal action including debaring from participation in next tender.

3.24 METERING AND GRID CONNECTIVITY

Metering and grid connectivity of the roof top solar PV system would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM and/ or CEA (if available by the time of implementation). NMSCDCL could facilitate connectivity; however the entire responsibility lies with Bidder to get synchronized the system and to get all the statutory compliances.

3.25 PLANT PERFORMANCE EVALUATION

The Successful Bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify. Minimum CUF of 15% should be maintained for a period of 25 (twenty five) years. The Bidder should send the periodic plant (fort nightly) output details to NMSCDCL for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

3.26 PROGRESS REPORT

The Successful Bidder shall submit the progress report daily/ weekly/ fortnightly/ monthly to NMSCDCL in prescribed Proforma. NMSCDCL will have the right to depute its representative(s) to ascertain the progress of contract at the premises of works of the Successful Bidder.

3.27 Submission of Project Completion Report (PCR)

The Successful Bidder shall submit the Project Completion Report in (soft copy and signed copy) after Commissioning of the Project as per the scope to NMSCDCL in the Format given in **Annexure I**. Non submission of the report shall be considered as "Breach of Contract" and shall attract punitive actions may be decided by the Competent Authority.

3.28 Submission of Monthly O&M Report (OMR) and raising invoice for payment for generated solar energy.

The Successful Bidder shall submit the Monthly O&M Report mandatorily to NMSCDCL as per the Format enclosed at **Annexure H**. Non submission of the report shall be considered as "Breach of Contract" and shall attract punitive actions may be decided by the Competent Authority.

With this report successful bidder will raise invoice for payment of generated solar energy. NMSCDCL/NMC will review and approved the report. After approval of the report payment will be done through Escrow account against invoice raised by bidder on monthly basis.

3.29 PROJECT INSPECTION.

The Project progress will be monitored by NMSCDCL and the Projects will be inspected for quality at any time during Commissioning or after the completion of the Project either by officer(s) of NMSCDCL or any authorized agency/ experts designated / authorized by NMSCDCL from time to time. NMSCDCL shall depute a technical person(s) from its list of empanelled experts/ agencies updated from time to time for inspection, third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufacturer's facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required. The cost of Inspection shall be borne by Contractor only. The projects shall be inspected at any time during Commissioning or after the completion of the project(s) as follows:

Project Capacity up to 25 kWp

Inspection shall be carried out by inspecting officer(s) nominated by NMSCDCL, officials of NMSCDCL or BEE Certified Energy Auditors or any other agencies to be notified by NMSCDCL from time to time. (Preferably undergone Training from NISE or any such institutions authorized by MNRE.)

Project Capacity above 25 kWp to 100 kWp

Inspection shall be carried out by inspecting officer(s) nominated by NMSCDCL, officials of NMSCDCL, or from the officials of TERI, NPC or any other agencies to be notified by NMSCDCL from time to time.

Project Capacity from 101 kWp to 1000 kWp

Inspection shall be carried out by inspecting officer(s) nominated by NMSCDCL, officials of NMSCDCL, or from the officials of following listed agencies/ bodies

1. Govt./NABL accredited agencies/ Labs
2. NISE
3. CPRI
4. DNV Climate Change Services AS (DNV)
5. TÜV SÜD South Asia Private Limited (TÜV SÜD)
6. Bureau VERITAS Certification Holding SAS (BVCH)
7. TÜV Rheinland (China) Ltd. (TÜV Rheinland)
8. TÜV NORD CERT GmbH (TÜV NORD)
9. Any other agencies/bodies to be notified by NMSCDCL on time to time.

3.30 SHORTCOMINGS IN COMMISSIONING

In case of any shortcomings in Commissioning as per technical specifications mentioned or for Performance Ratio (PR) below the specified limit (75%) after Commissioning and in case Average CUF falls below 15% during entire O&M period, the PBG amounting to 10% of original PBG will be forfeited. The PR and CUF will be measured on annual basis.

3.31 APPLICABLE LAW

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

3.32 SETTLEMENT OF DISPUTE

- 3.32.1** Any dispute or difference whatsoever arising between the Parties to this Agreement arising out of or relating to the meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Authority ('NMC'). The provisions of the Arbitration and Conciliation Act, 1996 as amended will be applicable and the Award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Nashik Municipal Corporation, Nashik, Maharashtra India. The language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English. All Arbitration Awards shall be in writing and shall state the reasons for the award.

3.35 FORCE MAJEURE

3.35.1 Notwithstanding the provisions of clauses contained in this RFP; the Contractor shall not be liable to forfeit

- (a) Security deposit for delay and
- (b) Termination of contract; if he is unable to fulfill his obligation under this contract due to force majeure conditions.

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

3.35.3 In the event that the Contractor is not able to perform its obligations under the Contract on account of force majeure, it will be relieved of its obligations during the force majeure period. In the event that such force majeure extends beyond 6 (six) months, NMSCDCL has the right to terminate the contract in which case, the security deposit shall be refunded to the Contractor.

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

3.36 LANGUAGE

3.36.1 All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data under the contract or relating thereto shall be in English Language. The contract and all correspondence between NMSCDCL and the Bidder shall be in English language.

3.37 OTHER CONDITIONS

3.37.1 The Contractor shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior written consent of NMSCDCL.

3.37.2 In case of termination of the contract due to any circumstance the solar power plant will be attached in totality and will become property of NMSCDCL.

3.37.3 The Contractor, at its own cost and expense, shall procure financing for the Project. For the avoidance of doubt, the Nashik Municipal Corporation and/or NMSCDCL shall not be under any obligation to provide any document including bank guarantee or an assurance in any form to the Contractor for the purpose of financing the Project.

3.38 SUCCESSORS AND ASSIGNS:

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

3.39 SEVERABILITY:

3.39.1 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 and rest of the contract shall continue to be in full force and effect.

3.40 COUNTERPARTS:

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

3.41 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES:

3.41.1 This Contract is not intended and shall not be construed to confer on any person other than NMSCDCL and the Contractor hereto, any rights and/ or remedies herein.

3.42. PREFERENCE FOR M.S.M.E/ STATE OR CENTRAL PSUs

3.42.1 As per the Public Procurement Policy for Micro and Small Enterprise (MSEs) order 2012, issued *vide* Gazette Notification number 503, dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, and specific to this tender, MSEs must be registered with any of the following agencies/bodies shall be exempted from EMD submission on production of valid registration certificate.

- (i) District Industries Centre (DIC) /Udhyog Aadhaar
- (ii) National Small Industries Corporation (NSIC)

MSEs participating in the RFP must submit the certificate of registration with any one of the above agencies. The registration certificate issued from any of the above agencies must be valid as on the Bid Deadline.

The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on Bid Deadline, are not eligible for exemption/preference.

3.43 CORRESPONDENCE

3.43.1 Bidder requiring any clarification on RFP may contact in writing or by Fax /E-Mail given in Schedule of the Bidding Process. Verbal clarifications and information sought from NMSCDCL or its employees or its representatives shall not be in any way entertained. Further, any verbal clarifications and information provided by NMSCDCL or its employees or its representatives shall not be binding on NMSCDCL in any manner whatsoever.

**SECTION-II
EVALUATION CRITERIA OF BIDS**

4. BID EVALUATION

4.1 BID EVALUATION

The evaluation process comprises the following four steps:

Step I Responsiveness check of Technical Bid

Step II Evaluation of Bidder's fulfillment of Eligibility Criteria as per Clause 3.2 of Section-I

Step III Evaluation of Price Bid

Step IV Successful Bidders(s) selection

4.2. RESPONSIVENESS CHECK OF TECHNO COMMERCIAL BID

The Technical Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP subject to Clause 3.3. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of NMSCDCL.

- a. Bids that are incomplete, i.e. not accompanied by any of the applicable formats *inter alia* covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, valid EMD, etc.;
- b. Bid not signed by authorized signatory and/or stamped in the manner indicated in this RFP;
- c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Eligibility Criteria;
- d. Information not submitted in the formats specified in this RFP;
- e. Bid being conditional in nature;
- f. Bid not received by the Bid Deadline;
- g. Bid having Conflict of Interest;
- h. More than one Member of a Bidder using the credentials of the same Parent Company/ Affiliate;
- i. Bidder delaying in submission of additional information or clarifications sought by NMSCDCL, as applicable;
- j. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfillment of Eligibility Criteria is taken up. Clause 3.2 shall be used to check whether each Bidder meets the stipulated requirement.

5. PRELIMINARY EXAMINATION

- 5.1.** NMSCDCL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the Bids are otherwise in order.
- 5.2.** If there is a discrepancy between words and figures, the amount written in words will prevail.

6. EVALUATION OF BIDDER'S FULFILMENT OF ELIGIBILITY CRITERIA

- 6.1.** Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 3.2. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.

6.2. EVALUATION OF PRICE BID

Price Bid of only Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, on a date as may be intimated by NMSCDCL to the Bidders through <https://mahatenders.gov.in> or Email. The evaluation of Price Bid shall be carried out based on the information furnished online. The Price Bid submitted by the Bidders 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" at the sole decision of NMSCDCL.

6.2.1. RESCO

The tariff quoted shall be evaluated as follow:

- a) The tariff shall be evaluated separately on Levelised tariff basis quoted.
- b) Since the maximum allowable Levelised tariff over 25 years assuming the discounting rate of 11 % only Rs 5.63 /kWh (As per NMSCDCL), **so Bidder submitting bid above the maximum allowable Levelised tariff shall be rejected.**

6.3. SUCCESSFUL BIDDER(S) SELECTION

- 6.3.1.** Bids qualifying in Clause 3.2 shall only be evaluated in this stage.
- 6.3.2.** Based on the Levelised Tariff quoted in all Price Bids of Qualified Bidders shall be ranked in the ascending order. (Automatic selection will be done in online tenders).
- 6.3.3.** A Qualified Bidder who has been selected as the Successful Bidder based on this

RFP shall execute the Project through the Project Company especially incorporated as a subsidiary Company of the Bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Any consortium, if selected as Successful Bidder, shall incorporate a Project Company with equity participation by the Members in line with Consortium Agreement (to be submitted along with the response to RFP). For avoidance of doubt, the aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of two (2) years from the date of commercial operation of the Project aggregating to 1000 kWp or such other capacity as permitted by and under this RFP.

For all purposes, the Qualified Bidder who submits the lowest Price Bid (“**L1 Bidder**”) shall be declared as the Successful Bidder.

6.3.4. *Intentionally left blank*

6.3.5. If L1 Bidder does not enter into contract within 20 days from LOA then other qualified Bidders except the L1 Bidder will be given 10 (ten) days from the date of notification of L1 price on NMSCDCL website and also through emails to give their consent to execute the work at L1 price, failing which it will be assumed that they are not interested to match L1 price. In case of more than one such response is received expressing their consent to match the L1 price and to execute the capacity then the preference shall be given in the ascending order of the bid quoted by the Bidder i.e. first preference will be given to L2 then L3 and so on until entire capacity is allocated. The Bidder who matches the L1 price will also be declared Successful Bidder.

6.3.6. L1 Bidder will be given 20 (twenty) days for entering into the Contract with NMSCDCL. If L1 Bidder does enter into Contract within 20 (twenty) days from the date of issue of Letter of Allocation, NMSCDCL reserves the right to invite the second best bidder for the negotiations or it may also cancel the RFP. The EMD of such L1 bidder shall stand forfeited.

6.3.7. Letter(s) of Allocation (LOA): The Letter(s) of Allocation (LOA) shall be issued to all Bidders selected as per the provisions of this Clause 6.8.2

6.3.8. Each Successful Bidder shall acknowledge the LOA and return duplicate copy with signature and stamp of the authorized signatory of the Successful Bidder to NMSCDCL within 7 (seven) days of issue of LOA.

6.3.9. If the Successful Bidder, to whom the LoA has been issued, does not fulfill any of the conditions specified in RFP, NMSCDCL reserves the right to annul/ cancel the award of the LOA of such Successful Bidder and forfeit the PBG/ EMD and can award the Project to the next Bidder as per the original list of preferences.

6.3.10. *Intentionally left blank*

6.3.11. There shall be no negotiation on the Levelised tariff between NMSCDCL and the Bidder(s), during the process of evaluation.

6.4. INCREASE/DECREASE OF BIDDER ALLOCATED CAPACITY

- 6.4.1.** NMSCDCL reserves the right to increase/decrease the Bidder(s) allocated capacity up to Twenty Five percent (25%) of the allocated capacity at its sole discretion of on the request of the Successful Bidders at L1 price.
- 6.4.2.** In case Successful Bidder has requested for reduction in allocated capacity/ due to non-willingness of the owners of the buildings, then up to only 25% reduction of allocated capacity can be accepted by NMSCDCL without forfeiture of PBG.
- 6.4.3.** In case capacity is modified by NMSCDCL as per Clause 6.4.1 & 6.4.2 above, the Successful Bidder shall submit the equivalent amount of PBG/ amended PBG to NMSCDCL within 30 (thirty) days from the date of issue of allocation letter/ sanction letter.

6.5. TRANSFER OF CAPACITY

- 6.5.1.** In case a Successful Bidder/ Contractor is facing genuine difficulty in execution of the Project as per the LoA, NMSCDCL shall allow transfer of allocated capacity in full or part duly forfeiting the deposits.
- 6.5.2.** Amended PBG (pertaining to additional capacity allocated or capacity transferred) shall be submitted by Bidder within 15 (fifteen) days from the date of issue of such notification.
- 6.5.3.** The decision of NMSCDCL shall be final and binding in this regard.

Note: It is the prerogative of NMSCDCL to increase/ decrease/ transfer the allocated capacity on the request of the Successful Bidder.

6.6 NOTIFICATION TO SUCCESSFUL BIDDERS.

The name of Successful Bidders shall be notified indicating the allocated capacity and the awarded project price on the website <https://mahatenders.gov.in> and also shall be notified individually through the LoA.

6.7 MAXIMUM CHARGEABLE TARIFF FOR ENERGY SALE UNDER RESCO MODEL

Energy sale will be allowed under RESCO model also and the maximum chargeable Levelised tariff (per year) is up to Rs. 5.63/kWh for 25 (twenty five) years.

6.8. PROJECT ALLOCATION AND SANCTION

- 6.8.1.** The identification of the roof tops at time of bidding is not mandatory. The Bidders, however, in their own interest are advised to make a preliminary survey of availability of roof tops in the city for which they intend to Bid, as well as issue of Grid connectivity, as non-availability of roof tops and non-completion of other formalities after allocation of the Project will result in forfeiture of EMD/ PBG amount submitted by the Successful Bidder. However, the available shade free roof top areas in Pan-city area of Nashik Municipal Corporation are enclosed for reference.
- 6.8.2.** The Successful Bidders selected as described in Clause 6.3 above shall be issued Letter of Allocation (“LoA”) indicating Levelised tariff by the NMSCDCL.

- 6.8.3.** The Bidders, who have been notified as Successful Bidders, shall be given 6 (six) months from the date of signing of the contract for commissioning of the allocated capacity in which roofs identification is also in the Bidder's scope. NMSCDCL proposes to install rooftop solar panel on 16 (sixteen) public buildings as set out in Annexure O of this RFP. However, the selected bidder needs to carry out the feasibility of the buildings and if required, NMSCDCL may propose more number of NMC buildings.
- 6.8.3.1.** Preference should be given to the roofs identified by NMSCDCL. In the event of offer given by NMSCDCL to the Successful Bidder to execute the Project in NMSCDCL identified roof, the time for submission of Project Sanction Documents by the Successful Bidder to NMSCDCL will be 30 (thirty) days from the date of issue of a LoA which can be extended depending upon the merit of the case. Failure of non-compliance of same shall lead to forfeiture of PBG for that Successful Bidder.
- 6.8.3.2.** Further, Successful Bidders can start submitting their Project Sanction Documents as soon as they receive LoA from NMSCDCL. Project sanction documents shall be submitted to NMSCDCL. If after 3 (three) months from the issuance of the LoA, the Successful Bidder could not identify and commission the rooftop(s) and submit Project Sanction Documents, in such case PBG for unidentified allocated capacity may be forfeited and the unidentified allocated capacity gets cancelled and Bidder including its affiliates/ Parent Company/ Ultimate Parent Company may be debarred to participate in future tenders issued by NMSCDCL for a period as may be decided by NMSCDCL.
- 6.8.3.3.** Successful Bidders shall share the time and date stamping photographs of the roofs and location details with NMSCDCL before entering into any legal agreement with the Owner of project. This has to ensure that the location identified by the Successful Bidder is freshly identified and strictly complying the norms.
- 6.8.4.** For identification of projects, NMSCDCL or state level nodal agency (SNA) may provide help. However, the entire responsibility of finding the buildings lies with the Bidder.
- 6.8.5.** Onus of identifying the buildings/ rooftops and completing the other documentation like finalizing the Project report and entering into agreements with the buildings/ rooftops owners lies with the Successful Bidder within the above mentioned time frame even for the buildings/rooftops identified by NMSCDCL for preferential installation.
- 6.8.6.** After the Project Sanction Documents have been submitted by the Successful Bidder and accepted by NMSCDCL, NMSCDCL will issue the LoA for the Project. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of project within 6 (six) months from the date of issue of allocation Letter.
- 6.8.7.** If the Bidder fails to commission the Project within specified time, penalty on per day basis calculated for the Performance Security on a 6 (six) month's period would be levied. After 6 (Six) months, the Project will get cancelled and the total PBG would be forfeited. Please refer Clause 8 and 9 below for details.

7. OTHER CONDITIONS

7.1. Bidder has to obtain all the necessary approvals/ consents/ clearances required for erection, testing, commissioning and O&M of the Project including grid connectivity. NMSCDCL shall not have any responsibility in this regard.

7.2. EMD and RFP fee submission:

The EMD and RFP fee shall be paid online at the time of tendering. Bidder shall submit screenshot of the payment in the Envelope-I.

7.3. TAX EXEMPTIONS:

Price bids are invited inclusive of taxes and duties. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Dept. of Govt. of India by the Bidder. NMSCDCL in no case will be responsible for providing any tax exemptions to the Bidder.

7.4. ELIGIBILITY OF STANDALONE SYSTEM:

7.4.1. Standalone system is not allowed. The system should be grid connected.

7.5. REQUIREMENT OF APPROVALS ON MAKES OF THE COMPONENTS:

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

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

7.6.1. During grid failure, the solar PV system stops generating. Any instances of grid failure need to be mentioned in the monthly report and those instances need to be authorized by local DISCOM. Then the period will be excluded in calculation of CUF.

8. LIQUIDATED DAMAGES (LD) FOR DELAY IN PROJECT IMPLEMENTATION

8.1. The Bidder shall complete identification of the roof(s), "submission of Project Sanction Documents as per the requirement of Nashik Municipal Smart City Development Corporation Limited", Design, Engineering, Manufacture, Supply, storage, civil work, erection, testing & commissioning of each project within 6 (six) months from the date of issue of LoA.

8.2. If the Bidder fails to Commission the sanctioned Project within specified time, Liquidated Damages on per day basis calculated for the Performance Security on a 6 (Six) months period would be levied. After 6 (Six) months the project will get cancelled and the total PBG amount would be forfeited.

Example: If a project of allocated capacity is delayed by 36 days then the Liquidated Damages will be levied as given below.

Liquidated Damages = ((Performance Security)/180 days)* delayed days = (10,00,000 /180)*36 = Rs.2,00,000/-.

9. TIME OF COMPLETION OF ALLOCATED CAPACITY:

9.1. Project completion shall be **6 (six) months from the date of issue of allocation letter**. Failure of non-compliance of same shall lead to forfeiture of PBG in proportion to the capacity not identified.

9.2. For any additional capacity, Bidder shall complete/ Commission the capacity within 3 (three) months from the date of issue of LoA. This will include submission of Project Sanction Documents to the satisfaction of NMSCDCL.

9.3. The period of construction given in time schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of NMSCDCL.

9.4. A joint program of execution of the Work will be prepared by NMSCDCL or its representative nominated for the purpose and Successful Bidders based on priority requirement of this Project. This program will take into account the time of completion mentioned in clause 9.1 above and the time allowed for the priority works by the NMSCDCL.

9.5. Monthly/ weekly implementation program will be drawn up by NMSCDCL jointly with the Contractor, based on availability of Work fronts as per Clause 9.4 above. Contractor shall deploy adequate personnel, tools and tackles and it shall also supply to itself all materials to achieve the successful commissioning of project. In all matters concerning the extent of targets set out in the weekly and monthly program and the degree of achievements, the decision of NMSCDCL will be final and binding.

10. USER ID FOR UPDATING THE PROJECT PROGRESS ON BI-WEEKLY BASIS

Contractor authorized representative in whose name power of attorney has been executed and submitted along with the Bid shall be provided Password and User id for updating the Project progress on **monthly** basis in the sanction letter/ LoA. The Contractor should update the information as per the requirement of the software tool. Non updating of the progress shall be considered as no progress and shall attract punitive actions as per the relevant provision of the Contract. However, the decision of NMSCDCL shall be final in this regard. User id and

passwords shall be provided to NMSCDCL, DISCOM and [SNA] to check the daily production and performance.

11. INSPECTION AND AUDIT BY THE GOVERNMENT

The Contractor shall permit NMSCDCL to inspect the Contractor's site, accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by NMSCDCL, if so required by NMSCDCL at any point of time.

12. COMMISSIONING /COMPLETION CERTIFICATE:

12.1. Application for completion/commissioning certificate:

When the Contractor fulfils its obligation under the Contract, it shall be eligible to apply for Completion Certificate. NMSCDCL shall normally issue to the Contractor the Completion Certificate within 1 (one) month after receiving any application thereof from the Contractor after verifying from the completion documents and satisfying itself that the work has been completed in accordance with and as set out in contract

12.1.1. DOCUMENT SUBMISSION FOR ISSUE COMMISSIONING/ COMPLETION CERTIFICATE :

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

- a. Checklist for inspection of roof top SPV power plants as per the format of NMSCDCL.
- b. Project completion report from Contractor as per the format of NMSCDCL /MNRE/[SNA] format
- c. Project completion/ satisfaction certificate from Owner of project.

12.1.2. FINAL DECISION AND FINAL CERTIFICATE:

Upon completion of 25 (twenty five) years of O&M and subject to NMSCDCL being satisfied, NMSCDCL shall (without prejudice to the rights of NMSCDCL to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Successful bidder shall not be considered to have fulfilled the whole of its obligations under Contract until Final Certificate shall have been given by NMSCDCL notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner of project/ NMSCDCL .

12.2. DEDUCTIONS FROM THE CONTRACT PRICE:

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

12.3. CORRUPT OR FRAUDULENT PRACTICES

NMSCDCL requires that Successful Bidder Contractors should follow the highest standard of ethics during the execution of Contract. In pursuance of this policy and for the purposes of this provision, the terms set forth below shall mean as follows:

- 12.3.1.** “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Bidding Process or in contract execution; and
- 12.3.2.** “fraudulent practice” means a misrepresentation of facts in order to influence a Bidding Process or the execution of a contract to the detriment of NMSCDCL /Govt. scheme, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive NMSCDCL of the benefits of free and open competition;
- 12.3.3.** NMSCDCL reserves the absolute right to declare a Successful Bidder ineligible/ debarred, for a specific period of time if at any time it is found that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government/ NMSCDCL schemes.

13. DEBARRED FROM PARTICIPATING IN FUTURE TENDERS

- 13.1.** NMSCDCL 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 Bidders may be debarred from participating in any future tender of NMSCDCL for a period as decided by the competent authority of NMSCDCL.

SECTION-III
TECHNICAL SPECIFICATIONS

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

14. DEFINITION

A Grid Tied Solar Rooftop Photo Voltaic (SRPV) power plant consists of SRPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is mounted on a suitable structure. Grid tied SRPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SRPV power plants 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. Solar PV system shall consist of following equipments/components.

- Solar PV modules consisting of required number of **Crystalline** PV cells.
- Grid interactive Power Conditioning Unit with Remote Monitoring System Mounting structures
- Junction Boxes.
- Earthing and lightening protections.
- IR/UV protected PVC Cables, pipes and accessories

14.1 SOLAR PHOTOVOLTAIC MODULES:

14.1.1 The PV modules used should be made in India.

14.1.2 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.

- a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
- b) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 325 Wp and above wattage. Module capacity less than minimum 325 Wp shall not be accepted.
- c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- d) PV modules must be tested and approved by one of the IEC authorized test centers.
- e) The module frame shall be made of corrosion resistant materials, preferably/ SHALL BE anodized aluminum.
- f) The Bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. NMSCDCL /owners shall allow only minor changes at the time of execution.
- g) Other general requirement for the PV modules and subsystems shall be the Following:

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

Solar PV modules

Plants installed in high dust geographies like Rajasthan and Gujrat must have the solar modules tested with relevant dust standards (Applicable standard would be IEC 60068-2-68).

14.1.3. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module. This should be inside the 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 (separately for solar cells and module)
- e) I-V curve for the module Wattage, I_m, V_m and FF for the module
- f) Unique Serial No and Model No of the module
- g) Date and year of obtaining IEC PV module qualification certificate.
- h) Name of the test lab issuing IEC certificate.
- i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

14.1.4 **Warranties:**

Material Warranty:

Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer.

- Defects and/or failures due to manufacturing
- Defects and/or failures due to quality of materials
- Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option

Performance Warranty:

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25 year period and not more than 10% after ten years period of the full rated original output.

15. ARRAY STRUCTURE

- a) Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.
- b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (like Nashik-wind speed of 34 miles/ hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to NMSCDCL. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d) Structural material shall be corrosion resistant and electrolytic ally compatible with the materials used in the module frame, its fasteners, and nuts and bolts. **Aluminum structures also can be used which can withstand the wind speed of respective wind zone.** Necessary protection towards rusting need to be provided either by coating or anodization.
- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SRPV panels
- f) Regarding civil structures the Bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- g) The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².
- l) The minimum clearance of the structure from the roof level should be 300 mm.

16. JUNCTION BOXES (JBS)

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

- d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.
- e) All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

17. DC DISTRIBUTION BOARD

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

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

18. AC DISTRIBUTION PANEL BOARD

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

19. PCU/ARRAY SIZE RATIO

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

20. PCU/ INVERTER

As SRPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the "Power Conditioning Unit (PCU)". In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar

PV array & the Inverter, to the power conditioning unit/inverter should also be DG set interactive. If necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

Switching devices	IGBT/MOSFET
Control	Microprocessor /DSP
Nominal AC output voltage and Frequency	415V, 3 Phase, 50Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
Output frequency	50 Hz
Grid Frequency Synchronization Range	+ 3 Hz or more
Ambient temperature considered	-20° C to 50° C
Humidity	95 % Non-condensing
Protection of Enclosure	IP-20(Minimum) for indoor.
	IP-65(Minimum) for outdoor.
Grid Frequency Tolerance range	+ 3 or more
Grid Voltage tolerance	-0.20.15
No-load losses	Less than 1% of rated power
Inverter efficiency(minimum)	>93% (In case of 10 kWp or above with in-built galvanic isolation)
	>97% (In case of 10 kWp or above without in-built galvanic isolation)
Inverter efficiency (minimum)	> 90% (In case of less than 10 kW)
THD	< 3%
PF	> 0.9

- a) Inverter phases will be decided as per site condition along with specifications of MNRE. Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but in case of less than 10kWp single phase inverter can be used.
- b) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- c) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power; inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- d) Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- e) **Anti-islanding** (Protection against Islanding of grid): The PCU shall have anti- islanding protection in conformity to IEEE 1547/UL 1741/ IEC 62116 or equivalent BIS standard.
- f) Contractor shall be responsible for galvanic isolation of solar roof top power plant (>100kW) with electrical grid or LT panel.
- g) In PCU/Inverter, there shall be a direct current isolation provided at the output by means of a suitable isolating transformer. If Isolation Transformer is not incorporated with PCU/Inverter, there shall be a separate Isolation Transformer of suitable rating provided at the output side of PCU/PCU units for capacity more than 100 kW.
- h) The PCU/ inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.
- i) 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.
- j) The 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.
- k) The PCU/ inverters should be tested from the MNRE approved test centers/ NABL/ BIS/ IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

21. INTEGRATION OF PV POWER WITH GRID

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

22. DATA ACQUISITION SYSTEM / PLANT MONITORING

- i. Data Acquisition System shall be provided for each of the solar PV plant above 10 kWp capacity.
- ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.
- iii. Solar Irradiance: An integrating Pyranometer / Solar cell based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.
- iv. Temperature: Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with readouts integrated with the data logging system
- v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
 - a. AC Voltage.
 - b. AC Output current.
 - c. Output Power
 - d. Power factor.
 - e. DC Input Voltage.
 - f. DC Input Current.
 - g. Time Active.
 - h. Time disabled.
 - i. Time Idle.
 - j. Power produced
 - k. Protective function limits (Viz-AC Over voltage, AC Under voltage, over frequency, under frequency ground fault, PV starting voltage, PV stopping voltage.
- vi. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- vii. PV array energy production: Digital Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class.
- viii. Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.
- ix. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- x. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.
- xi. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- xii. All instantaneous data shall be shown on the computer screen.
- xiii. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
- xiv. Provision for instantaneous Internet monitoring and download of historical data shall be also incorporated.
- xv. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and temperature monitoring system.
- xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous

- basis.
- xvii. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.
 - xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner / NMSCDCL location with latest software/hardware configuration and service connectivity for online / real time data monitoring / control complete to be supplied and operation and maintenance / control to be ensured by the Bidder.
 - xix. The Bidders shall be obligated to push real-time plant monitoring data on a specified intervals (say 15 minute) through open protocol at receiver location (cloud server) in XML/JSON format, preferably. Suitable provision in this regard will be intimated to the Bidders.
 - xx. Advanced Metering and Billing mechanism shall be facilitated along with the module and shall be accessible online.

23. TRANSFORMER “IF REQUIRED” & METERING

- i. Dry/oil type relevant kVA, 11kV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.
- ii. The bidirectional electronic energy meter (0.5 S classes) shall be installed for the measurement of import/Export of energy.
- iii. The Bidder must intimate to the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SRPV plant with distribution network and submit the same to NMSCDCL before commissioning of SRPV plant.
- iv. The Bidder must Reverse power relay shall be provided by Bidder (if necessary), as per the local DISCOM requirement.

24. POWER CONSUMPTION

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

25. PROTECTIONS

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

A. LIGHTNING PROTECTION

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

B. SURGE PROTECTION

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

C. EARTHING PROTECTION

- a) Each array structure of the PV yard should be grounded/ earthed properly as per IS: 3043-1987. In addition the lighting arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/NMSCDCL as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- b) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

D. GRID ISLANDING:

- a) In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “Islands.” Powered Islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- b) A manual disconnect 4-pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

26. CABLES

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

- (i) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- (ii) Temp. Range: –10°C to +80°C.
- (iii) Voltage rating 660/1000V
- (iv) Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- (v) Flexible
- (vi) Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system shall not exceed 2%.
- (vii) For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.
- (viii) For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multi-stranded flexible copper cables shall be used; Outdoor AC cables shall have a UV-stabilized outer sheath.
- (ix) The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam cross-linked XLPO type and black in color.
- (x) The DC cables from NMSCDCL module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm.

- (xi) Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers
- (xii) All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm² copper; the minimum AC cable size shall be 4.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires.
- (xiii) 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. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter.
- (xiv) Cable Jacket should also be electron beam cross-linked XLPO, flame retardant, UV resistant and black in color.
- (xv) All cables and connectors for use for installation of solar field must be of solar grade which can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss and microbes for 25 years and voltages as per latest IEC standards. DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1kV as per relevant standards only.
- (xvi) The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant shall be provided by the Bidder. Any change in cabling sizes if desired by the Bidder shall be approved after citing appropriate reasons. All cable schedules/ layout drawings shall be approved prior to installation.
- (xvii) Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest
- (xviii) 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.
- (xix) The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.
- (xx) The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%.

27. 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 been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

Plant Capacity	Connecting voltage
Up to 10 kW	240V-single phase or 415V-three phase at the option of the consumer
Above 10kWp and up to 100 kWp	415V – three phase
Above 100kWp	At HT/EHT level (11kV/33kV/66kV) as per DISCOM rules

- a) The maximum permissible capacity for rooftop shall be 1 MW for a single net metering point.
- b) Utilities may have voltage levels other than above; DISCOMS may be consulted before finalization of the voltage level and specification is made accordingly.
- c) For large PV system (Above 100 kW) for commercial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step up transformer. The transformers and associated switchgear would require to be provided by the SRPV Bidders.

28. TOOLS & TACKLES AND SPARES:

- a) After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the Bidder for maintenance purpose. List of tools and tackles to be supplied by the Bidder for approval of specifications and make from NMSCDCL.
- b) A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc. along with spare set of PV modules be indicated, which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished.
- c) For large PV system (Above 100 kW) for installation having large load, the solar power can be generated at low voltage levels and step up to 11 kV / or above level through the step up transformer for exporting the generated solar power to the grid, if required. The transformers and associated switchgear would require to be provided by the SRPV Bidders.

29. DANGER BOARDS AND SIGNAGES:

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

30. FIRE EXTINGUISHERS:

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

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

31. DRAWINGS & MANUALS:

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

- b) Approved ISI and reputed makes for equipment be used.
- c) For complete electro-mechanical works, Bidders shall supply complete design, details and drawings for approval to NMSCDCL /owners before progressing with the installation work

32. PLANNING AND DESIGNING:

- a) The Bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The Bidder should submit the array layout drawings along with Shadow Analysis Report to NMSCDCL /Owner for approval.
- b) NMSCDCL reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.
- c) The Bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The Bidder submits three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

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

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

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

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

35. SAFETY MEASURES:

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

36. DISPLAY BOARD

The Bidder has to display a board at the project site (above 25 kWp) mentioning the following:

- a. Plant Name, Capacity, Location, Type of Renewable Energy plant (Like solar wind etc.), and Date of commissioning, details of tie-up with transmission and distribution companies,

Power generation and Export FY wise.

b. Financial Assistance details from NMSCDCL/ MNRE/ any other financial institution apart from loan. This information shall not be limited to project site but also be displayed at site offices/head quarter offices of the Contractor.

c. The size and type of board and display shall be approved by NMSCDCL before site inspection.

IEC standards to be mandatorily adhered.

SECTION-IV
PRICE BID FOR RESCO

(To Be submitted on Letterhead)

(To be submitted online)

RFP NO. [_____] dated: _____

Year of Operation	Tariff (Rs/kWh)	Discount Factor at 11% (Or As applicable)	Discounted Tariff (Rs/kWh)
(1)	(2)	(3)	(4)=(2)X(3)
Year 1 w.e.f. date of commercial operation to 31st March of immediately succeeding financial year		1.000	
Year 2 w.e.f 1st April to 31st March of immediately succeeding financial year		0.901	
Year 3 w.e.f 1st April to 31st March of immediately succeeding financial year		0.812	
Year 4 w.e.f 1st April to 31st March of immediately succeeding financial year		0.731	
Year 5 w.e.f 1st April to 31st March of immediately succeeding financial year		0.659	
Year 6 w.e.f 1st April to 31st March of immediately succeeding financial year		0.593	
Year 7 w.e.f 1st April to 31st March of immediately succeeding financial year		0.535	
Year 8 w.e.f 1st April to 31st March of immediately succeeding financial year		0.482	
Year 9 w.e.f 1st April to 31st March of immediately succeeding financial year		0.434	
Year 10 w.e.f 1st April to 31st March of immediately succeeding financial year		0.391	
Year 11 w.e.f 1st April to 31st March of immediately succeeding financial year		0.352	
Year 12 w.e.f 1st April to 31st March of immediately succeeding financial year		0.317	
Year 13 w.e.f 1st April to 31st March of immediately succeeding financial year		0.286	
Year 14 w.e.f 1st April to 31st March of immediately succeeding financial year		0.258	
Year 15 w.e.f 1st April to 31st March of immediately succeeding financial year		0.232	
Year 16 w.e.f 1st April to 31st March of immediately succeeding financial year		0.209	
Year 17 w.e.f 1st April to 31st March of immediately succeeding financial year		0.188	
Year 18 w.e.f 1st April to 31st March of immediately succeeding financial year		0.170	

Year of Operation	Tariff (Rs/kWh)	Discount Factor at 11% (Or As applicable)	Discounted Tariff (Rs/kWh)
Year 19 w.e.f 1st April to 31st March of immediately succeeding financial year		0.153	
Year 20 w.e.f 1st April to 31st March of immediately succeeding financial year		0.138	
Year 21 w.e.f 1st April to 31st March of immediately succeeding financial year		0.124	
Year 22 w.e.f 1st April to 31st March of immediately succeeding financial year		0.112	
Year 23 w.e.f 1st April to 31st March of immediately succeeding financial year		0.101	
Year 24 w.e.f 1st April to 31st March of immediately succeeding financial year		0.091	
Year 25 w.e.f 1st April to 31st March of immediately succeeding financial year		0.082	
TOTAL		9.351	
Levelised Tariff for 25 years(in Rs /kWh)=X/9.351			
Levelised Tariff for 25 years in words			

Note:

- The Levelised tariff shall be calculated up to three decimal places. However in case of a tie it may be expanded to break the tie.
- Tariff stream quoted by the Bidder shall be levelised with a discounting rate of 11% (**or as applicable**) only.
- Maximum allowable Levelised tariff is Rs. 5.63 per kWh.
- Bids not in conformity with above provisions will be rejected.
- For calculation purpose please refer annexure C

Date:

Signature:

Place:

Printed Name.....

Business Address:

Designation:

(Company Stamp).....

SECTION -V
FORMATS FOR SUBMITTING RFP

FORMAT-1
COVERING LETTER

(The covering letter should be on the Letter Head of the Sole Bidder/ Lead Bidder in case of Consortium) RFP. No. _____ Date: _____

From: _____ (Insert name and address of Bidder)

Tel. #:

Fax#:

E-mail address#

The Chief Executive Officer
Nashik Municipal Smart City Development Corporation Limited
Rajiv Gandhi Bhavan,
Purandare colony,
Sharanpur,
Nashik - 422002

Sub: Bid for “Implementation of Grid connected Roof Top Solar PV System Scheme in Nashik Municipal Corporation, as per RFP”

Dear Sir,

1. We, the undersigned....[insert name of the ‘Bidder’] having read, examined and understood in detail the RFP Document for Implementation of Grid connected Roof Top Solar PV System Scheme hereby submit our Bid comprising of Price Bid and Techno Commercial Bid. We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

2. We give our unconditional acceptance to the RFP dated.....and RFP

Documents attached thereto, issued by Nashik Municipal Smart City Development Corporation Limited, as amended. As a token of our acceptance to the RFP the same have been initialed 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.

3. Bid Capacity

We have bid for the above project under RESCO model as per RFP terms and conditions

4. EMD

We have submitted the screenshot of the online payment of the EMD.

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

6. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Nashik Municipal Smart City Development Corporation Limited in respect of any matter regarding or arising out of the

RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

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

8. 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 Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

9. Contact Person

Details of the contact person are furnished as under:

Name :

Designation :

Company :

Address :

Phone Nos. :

Fax Nos. :

E-mail address :

*** We are enclosing herewith the Envelope-I (Covering letter, RFP fee and EMD etc. as per clause 3.9.3 of the RFP) (through online and offline) and Envelope-II (Technical documents) (through online and offline) and Envelope III (Price Bids) (only online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration as per clause 3.12 of the RFP.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Nashik Municipal Smart City Development Corporation Limited. 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 8 months from the Bid deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 20....

Thanking you.

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution/Declaration (Format 5).

FORMAT-2
GENERAL PARTICULARS OF THE BIDDER

	Name of The Company	
	Registered Office Address	
	E-mail	
	Web site	
	Authorised Contact Person(s) with name, designation, address and mobile no., Email-address/ Fax no. to whom all references shall be made	
	Year of incorporation	
	Has the Bidder ever been debarred/ blacklisted by any Government department/ undertaking for undertaking any work? If Yes, provide details	
	Reference of any document/ information attached by the Bidder other than specified in the RFP	
	Bidder is listed in India	
	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidder in the Format as below	
	Whether company is MSEs as on the bidding date as per clause 3.42	

(Signature of Authorized Signatory)
With Stamp

Format-A (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-3

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be on non-judicial stamp paper of appropriate)

In consideration of the ----- [Insert name of the Bidder] submitting the response to RFP for Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Solar Rooftop Systems on Net Metering Basis on the roofs of various Public Buildings in the city of Nashik (RFP no..... dated.....) issued by Nashik Municipal Smart City Development Corporation Limited (hereinafter referred to as "NMSCDCL") and NMSCDCL considering such response to the RFP of [Insert the name of the Successful Bidder] (Which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the [insert the name of the Successful Bidder] and issuing Letter of Allocation dated. ----- as per terms of RFP and the same having been accepted by [insert the name of the Successful Bidder]

As per the terms of the RFP, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to NMSCDCL forthwith on demand in writing from NMSCDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- - [Total Value] only, on behalf of M/s _____ [Insert name of the Successful Bidder]

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

Our liability under this Guarantee is restricted to Rs. _____

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

The Guarantor Bank hereby agrees and acknowledges that NMSCDCL 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 NMSCDCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NMSCDCL.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Nashik 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 NMSCDCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder/ Project Company to make any claim against or any demand on the Successful Bidder or to give any notice to the selected Solar Power Developer/ Project Company or to enforce any security held by or to exercise, levy or enforce any distress, diligence or other process

against the selected Solar Power Developer/ Project Company .

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

Signature _____
Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] ____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature
Name and Address

2.

Signature
Name and Address

Notes:

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

FORMAT-4
CHECK LIST FOR BANK GUARANTEES

SI. No.	Details of checks	YES/NO
A	Is the Bank Guarantee ("BG") on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
B	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.).	
C	Has the executing Officer of BG indicated his name, designation and Power of Attorney No.? /Signing Power no. on the BG?	
D	Is each page of BG duly signed / initialed by executants and whether stamp of Bank is affixed thereon? Whether the last page	
E	Does the Bank Guarantees compare verbatim with the Performa prescribed in the RFP?	
F	Are the factual details such as RFP No.? / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
G	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executants?	
H	Contact details of issuing bank including email id, mobile number etc.	
I	Is the Jurisdiction of Court is restricted to Courts of Nashik	

POWER OF ATTORNEY

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

(a) Power of Attorney to be provided by the Bidder in 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 Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Connected Rooftop Solar PV Systems on Net Metering Basis on the roofs of various Public Buildings in the City of Nashik in response to the RFP Nodated issued by Nashik Municipal Smart City Development Corporation Limited (NMSCDCL), 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 NMSCDCL may require us to submit.

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

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 executants)
(Name, designation and address of the executants)

.....
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

Notes:

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

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

FORMAT -6

**FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT (AS PER CLAUSE 3.2.3.2)
(To be submitted on the letterhead of Bidder)**

To,

Chief Executive Officer
Nashik Municipal Smart City Development Corporation Limited
Nashik Municipal Corporation,
Rajiv Gandhi Bhavan,
Purandare colony,
Sharanpur,
Nashik

Dear Sir,

Sub: Bid for “Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Connected Rooftop Solar PV Systems on Net Metering Basis on the roofs of various Public Buildings in the City of Nashik” in response to the RFP No: _____ dated: _____

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

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

Or

Net worth (strike out whichever is not applicable) of Rs.Crore computed as per instructions provided in Clause 3.2.3 of this RFP based on unconsolidated audited annual accounts (refer Note-1 below) any of the last 5 Years immediately preceding the Bid Deadline.

Name of Financially Evaluated Entity*	Relationship with Bidding Company **	Financial year	Year of Incorporation	Annual Turnover (Rs. Crores)	Net worth as per clause 3.4.2 (in Rs. Crores)

The Financially Evaluated Entity may be the Bidder itself.

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

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of 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-7

FORMAT FOR CERTIFICATE OF RELATIONSHIP OF PARENT COMPANY OR AFFILIATE WITH THE BIDDER.

To,

.....

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System Scheme.

We hereby certify that M/s.....,M/s.....,M/s.....are the

Affiliate(s) /Parent Company of the Bidder as per the definition of Affiliate/Parent Company 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/Parent Company/Bidder or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidder	Name of the Affiliate of the Bidder/ Name of the Parent Company of the Bidder	Name of the Company having Common control on the Affiliate and the Bidder	Percentage of Equity Holding of Parent Company in the Bidder

*Strike out whichever is not applicable.

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

UNDERTAKING FROM THE FINANCIALLY EVALUATED ENTITY OR ITS PARENT COMPANY/
ULTIMATE PARENT COMPANY

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

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

Dear Sir,

We refer to the RFP No.....dated.....for “*Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Connected Rooftop Solar PV Systems on Net Metering Basis on the roofs of various Public Buildings in the City of Nashik*”.

We have carefully read and examined in detail 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 Clause....of the RFP referred to above.

We have also noted the amount of the Performance Guarantee required to be submitted as per Clause....of the RFP the (Insert the name of the Bidder) in the event of it being selected as the Successful Bidder”.

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

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 Authorized Signatory

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

WITNESS

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

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

FORMAT-9
CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this _____ day of _____ 2016 between M/s [insert name of Lead Member] _____ Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Lead Member", which expression shall include its successors, executors and permitted assigns)

And

M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Technical Member", which expression shall include its successors, executors and permitted assigns), which expression shall include its successors, executors and permitted assigns)

WHEREAS, each party individually shall be referred to as the "Member" and both the parties shall be collectively referred to as the "Members" in this Agreement.

WHEREAS Nashik Municipal Smart City Development Corporation limited, a Company incorporated under the Companies Act, 2013 has invited response to RFP No. ____ dated ____ for "Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Connected Rooftop Solar PV Systems on Net Metering Basis on the roofs of various Public Buildings in the City of Nashik".

WHEREAS the RFP documents stipulates that the Lead Member may enter into a consortium agreement with another Company to fulfill the Technical Eligibility Criteria as stipulated in the RFP document. The Parties will have to submit a legally enforceable Agreement in a format enclosed with the RFP document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this consortium do hereby mutually agree as follows:

We, the members of the consortium do hereby unequivocally agree that (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Technical Member.

The Lead Member is hereby authorized by the Technical Member of the consortium to bind the consortium and receive instructions for and on their behalf.

The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

Subject to the terms of this Agreement, the Technical Member shall be responsible for providing technical knowledge for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance" to the Lead Member.

In case of any breach of any commitment by any of the Members, both the Lead Member and the Technical Member shall be jointly/ severally liable for the consequences thereof.

This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Nashik alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the RFP document.

It is hereby further agreed that the Members shall incorporate a Project Company with the Lead Member having 51% shareholding and Technical Member remaining 49% shareholding in the Project Company in case their Bid is successful. It is clarified that the aggregate equity share holding of the Members in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of two (2) years from the date of commercial operation of the Project aggregating to 1000 kWp or such other capacity as permitted by and under this RFP.

It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the Bid submitted to Nashik Municipal Smart City Development Corporation Limited and shall remain valid till completion of the work assigned to the Contractor.

The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFP.

It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of Nashik Municipal Smart City Development Corporation Limited.

This Agreement has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member; sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and may not be amended or modified except in writing signed by each of the Members and with prior written consent of Nashik Municipal Smart City Development Corporation Limited.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Lead Member]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature----- 2) Signature -----

Name: Name:

Address: Address:

For M/s----- [Technical Member]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

ANNEXURE-A

PROJECT SANCTION DOCUMENTS

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

1. Agreement between the Bidder and the owner of the Project and Building/Roof top (Notarized original agreement on stamp paper of appropriate value should be enclosed).
2. All Agreement shall generally have reference to NMSCDCL's RFP No. and LoA and provisions as per terms and conditions, technical specification and performance parameter in line with NMSCDCL's RFP against which LoA has been issued. In addition, it shall indicate the price / tariff payable by the roof top Owner to the developer, payment terms, completion period along with other conditions of contract like insurance, warranty, force majeure, arbitration, jurisdiction, governing law, site access for the developer, and, site access for NMSCDCL officials for the entire plant life, obligation of the roof top owner regarding providing of data to NMSCDCL as per the RFP etc.
3. Intimation to the concerned DISCOM for grid connectivity as per Annexure-L or CEIG approval (In case CEIG approval is suffice for grid connectivity). Undertaking of Successful Bidder on stamp Paper for indemnification of NMSCDCL shall be furnished in case approval of CEIG is only furnished for grid connectivity (Not mandatory during project identification, however mandatory for project commissioning/operation).
4. Summary Project Report (2-3 pages only) as per Format at **Annexure G**.

Nashik Municipal Smart City Development Corporation Limited **Service Charges:** DD/ Bankers cheque for an amount as per clause no 3.20, drawn in favour of Nashik Municipal Smart City Development Corporation Limited , payable at Nashik against payment of Nashik Municipal Smart City Development Corporation Limited Service Charges.

ANNEXURE-B

Intentionally left blank

ANNEXURE-C

REFERENCE OF CALCULATION OF LEVELISED TARIFF

Year of Operation	Tariff (Rs/kWh)	Discount Factor at 11 (Or as applicable)	Discounted Tariff (Rs/kWh)
(1)	(2)	(3)	4=(2)X(3)
Year 1 w.e.f. date of commercial operation to 31st March of immediately succeeding financial year		1.000	X1
Year 2 w.e.f 1st April to 31st March of immediately succeeding financial year		0.901	X2
Year 3 w.e.f 1st April to 31st March of immediately succeeding financial year		0.812	X3
Year 4 w.e.f 1st April to 31st March of immediately succeeding financial year		0.731	X4
Year 5 w.e.f 1st April to 31st March of immediately succeeding financial year		0.659	X5
Year 6 w.e.f 1st April to 31st March of immediately succeeding financial year		0.593	X6
Year 7 w.e.f 1st April to 31st March of immediately succeeding financial year		0.535	X7
Year 8 w.e.f 1st April to 31st March of immediately succeeding financial year		0.482	X8
Year 9 w.e.f 1st April to 31st March of immediately succeeding financial year		0.434	X9
Year 10 w.e.f 1st April to 31st March of immediately succeeding financial year		0.391	X10
Year 11 w.e.f 1st April to 31st March of immediately succeeding financial year		0.352	X11
Year 12 w.e.f 1st April to 31st March of immediately succeeding financial year		0.317	X12
Year 13 w.e.f 1st April to 31st March of immediately succeeding financial year		0.286	X13
Year 14 w.e.f 1st April to 31st March of immediately succeeding financial year		0.258	X14
Year 15 w.e.f 1st April to 31st March of immediately succeeding financial year		0.232	X15
Year 16 w.e.f 1st April to 31st March of immediately succeeding financial year		0.209	X16
Year 17 w.e.f 1st April to 31st March of immediately succeeding financial year		0.188	X17
Year 18 w.e.f 1st April to 31st March of immediately succeeding financial year		0.170	X18
Year 19 w.e.f 1st April to 31st March of immediately succeeding financial year		0.153	X19
Year 20 w.e.f 1st April to 31st March of immediately succeeding financial year		0.138	X20
Year 21 w.e.f 1st April to 31st March of immediately succeeding financial year		0.124	X21
Year 22 w.e.f 1st April to 31st March of immediately succeeding financial year		0.112	X22

Year of Operation	Tariff (Rs/kWh)	Discount Factor at 11 (Or as applicable)	Discounted Tariff (Rs/kWh)
(1)	(2)	(3)	4=(2)X(3)
Year 23 w.e.f 1st April to 31st March of immediately succeeding financial year		0.101	X23
Year 24 w.e.f 1st April to 31st March of immediately succeeding financial year		0.091	X24
Year 25 w.e.f 1st April to 31st March of immediately succeeding financial year		0.082	X25
TOTAL		9.351	X=X1+X2+X3+.....+X25
Levelised Tariff for 25 years(in Rs /kWh)=X/9.351			
Levelised Tariff for 25 years in words			

Note:

The Levelised tariff shall be calculated up to three decimal places. However in case of a tie it may be expanded to break the tie.

Tariff stream quoted by the Bidder shall be levelised with a discounting rate of 11% only.

Maximum allowable Levelised tariff as per clause 2.1.4

Bids not in conformity with above provisions will be rejected.

Date: Signature of the Authorized signatory

Place:Printed Name.....

Business Address: Designation:

(Company Stamp).....

ANNEXURE-D

OPERATION AND MAINTENANCE GUIDELINES OF GRID CONNECTED PV PLANTS

For the optimal operation of a PV plant, maintenance must be carried out on a regular basis.

All the components should be kept clean. It should be ensured that all the components are fastened well at their due place.

Maintenance guidelines for various components viz. solar panels, inverter, wiring etc. are discussed below:

1. SOLAR PANELS

- Although the cleaning frequency for the panels will vary from site to site depending on soiling, it is recommended that
 - The panels are cleaned at least once every fifteen days.
 - Any bird droppings or spots should be cleaned immediately.
 - Use water and a soft sponge or cloth for cleaning.
 - Do not use detergent or any abrasive material for panel cleaning.
 - Isopropyl alcohol may be used to remove oil or grease stains.
 - Do not spray water on the panel if the panel glass is cracked or the back side is perforated.
 - Wipe water from module as soon as possible.
 - Use proper safety belts while cleaning modules at inclined roofs etc.
 - The modules should not be cleaned when they are excessively hot. Early morning is particularly good time for module cleaning.
 - Check if there are any shade problems due to vegetation or new building. If there are, make arrangements for removing the vegetation or moving the panels to a shade-free place.
 - Ensure that the module terminal connections are not exposed while cleaning; this poses a risk of electric shock.
 - Never use panels for any unintended use, e. g. drying clothes, chips etc.
 - Ensure that monkeys or other animals do not damage the panels.

2. CABLES AND CONNECTION BOXES

- Check the connections for corrosion and tightness.
- Check the connection box to make sure that the wires are tight, and the water seals are not damaged.
- There should be no vermin inside the box.
- Check the cable insulating sheath for cracks, breaks or burns. If the insulation is damaged, replace the wire.
- If the wire is outside the building, use wire with weather-resistant insulation.
- Make sure that the wire is clamped properly and that it should not rub against any sharp edges or corners.
- If some wire needs to be changed, make sure it is of proper rating and type.

3. INVERTER

- The inverter should be installed in a clean, dry, and ventilated area which is separated from, and not directly above, the battery bank.
- Remove any excess dust in heat sinks and ventilations. This should only be done with a dry cloth or brush.
- Check that vermin have not infested the inverter. Typical signs of this include spider webs on

- ventilation grills or wasps' nests in heat sinks.
- Check functionality, e.g. automatic disconnection upon loss of grid power supply, at least once a month.
- Verify the state of DC/AC surge arrestors, cable connections, and circuit breakers.

4. SHUTTING DOWN THE SYSTEM

- Disconnect system from all power sources in accordance with instructions for all other components used in the system.
- Completely cover system modules with an opaque material to prevent electricity from being generated while disconnecting conductors.
- To the extent possible, system shutdown will not be done during day time or peak generation.

INSPECTION AND MAINTENANCE SCHEDULE

Component	Activity	Description	Interval	By
PV Module	Cleaning	Clean any bird droppings/ dark spots on module	Immediately	User/ Technician
	Cleaning	Clean PV modules with plain water or mild dishwashing detergent. Do not use brushes, any types of solvents, abrasives, or harsh detergents.	Fortnightly or as per the site conditions	User/ Technician
	Inspection (for plants > 100 kWp)	Use infrared camera to inspect for hot spots; bypass diode failure	Annual	Technician
PV Array	Inspection	Check the PV modules and rack for any damage. Note down location and serial number of damaged modules.	Annual	User/ Technician
	Inspection	Determine if any new objects, such as vegetation growth, are causing shading of the array and move them if possible.	Annual	User/ Technician
	Vermin Removal	Remove bird nests or vermin from array and rack area.	Annual	User/ Technician
Junction Boxes	Inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of switches and breakers. Check operation of all protection devices.	Annual	Electrician
Wiring	Inspection	Inspect cabling for signs of cracks, defects, loose connections, overheating, arcing, short or open circuits, and ground faults.	Annual	Electrician
Inverter	Inspection	Observe instantaneous operational indicators on the faceplate of the inverter to ensure that the amount of power being generated is typical of the conditions. Inspect Inverter housing or shelter for physical maintenance, if required.	Monthly	Electrician
Inverter	Service	Clean or replace any air filters.	As needed	Electrician
Instruments	Validation	Spot-check monitoring Instruments (pyrometer etc.)With standard instruments to ensure that they are operational and within specifications.	Annual	PV Specialist
Transformer	Inspection	Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc.	Annual	Electrician

Component	Activity	Description	Interval	By
Tracker (if present)	Inspection	Inspect gears, gear boxes, bearings as required.	Annual	Technician
	Service	Lubricate tracker mounting bearings, gearbox as required.	Bi-annual	Technician
Plant	Monitoring	Daily Operation and Performance Monitoring	Daily	Site in Charge
Spare Parts	Management	Manage inventory of spare parts	As needed	Site in Charge
Log Book	Documentation	Document all O&M activities in a workbook available to all service personnel	Continuous	Site in Charge

ANNEXURE-E

OPERATION AND MAINTENANCE GUIDELINES OF GRID CONNECTED PV PLANTS

- Periodic cleaning of solar modules, preferably once every fortnight.
- O&M of Solar Power Plant shall be compliant with grid requirements to achieve committed energy generation.
- Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and breakdown maintenance.
- Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required.
- Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipments and materials as per manufacturer/ supplier's recommendations.
- All the equipment testing instrument required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the Bidder. The testing equipments must be calibrated once every 2 years from NABL accredited labs and the certificate of calibration must be kept for reference as required.
- If negligence/ mal-operation on part of the Bidder's operator results in failure of equipment, such equipment should be repaired/ replaced by the Bidder free of cost.
- If any jobs covered in O&M Scope as per RFP are not carried out by the contractor/ Bidders during the O&M period, NMSCDCL shall take appropriate action as deemed fit.
- NMSCDCL reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the Bidder. Failure to adhere to above guidelines will result in penal action including debarring from participation in next tender.

ANNEXURE- F

QUALITY CERTIFICATION, STANDARDS AND TESTING FOR GRID-CONNECTED ROOFTOP SOLAR PV SYSTEMS/POWER PLANTS

Quality certification and standards for grid-connected rooftop solar PV systems are essential for the successful mass-scale implementation of this technology. It is also imperative to put in place an efficient and rigorous monitoring mechanism, adherence to these standards. Hence, all components of grid-connected rooftop solar PV system/ plant must conform to the relevant standards and certifications given below:

Solar PV Modules/Panels	
IEC 61215/ IS 14286	Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV) Modules
IEC 61701	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules
IEC 61853- Part 1/ IS 16170: Part 1	Photovoltaic (PV) module performance testing and energy rating –: Irradiance and temperature performance measurements, and power rating
IEC 62716	Photovoltaic (PV) Modules – Ammonia (NH ₃) Corrosion Testing (As per the site condition like dairies, toilets)
IEC 61730-1,2	Photovoltaic (PV) Module Safety Qualification – Part 1: Requirements for Construction, Part 2: Requirements for Testing
Solar PV Inverters	
IEC 62109-1, IEC 62109-2	Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 for outdoor mounting, IP 54 for indoor mounting)
IEC/IS 61683 (as applicable)	Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions)
IEC 62116/ UL 1741/ IEEE 1547 (as applicable)	Utility-interconnected Photovoltaic Inverters - Test Procedure of Islanding Prevention Measures
IEC 60255-27	Measuring relays and protection equipment – Part 27: Product safety requirements
IEC 60068-2 / IEC 62093 (as applicable)	Environmental Testing of PV System – Power Conditioners and Inverters
Fuses	
IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit

	<p>Breakers</p> <p>c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units</p> <p>d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests</p>
IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems
Surge Arrestors	
BFC 17-102:2011	Lightening Protection Standard
IEC 60364-5-53/ IS 15086-5 (SPD)	Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control
IEC 61643-11:2011	Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods
Cables	
IEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947 (as applicable)	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)
BS EN 50618	Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables
Earthing /Lightning	
IEC 62561 Series (Chemical earthing) (as applicable)	<p>IEC 62561-1 Lightning protection system components (LPSC) - Part 1: Requirements for connection components</p> <p>IEC 62561-2 Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes</p> <p>IEC 62561-7 Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds</p>
Junction Boxes	
IEC 60529	Junction boxes and solar panel terminal boxes shall be of the thermo-plastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use
Energy Meter	
IS 16444 or as specified by the CSPDCLs	A.C. Static direct connected watt-hour Smart Meter Class 1 and 2 — Specification (with Import & Export/Net energy measurements)
Solar PV Roof Mounting Structure	
IS 2062/IS 4759	Material for the structure mounting

Note- Equivalent standards may be used for different system components of the plants. In case of clarification following person/agencies may be contacted.

Ministry of New and Renewable Energy (Govt. of India)
National Institute of Solar Energy
The Energy & Resources Institute
UV Rheinland and UL

ANNEXURE-G
PROJECT REPORT FORMAT

**Format for Summary Project Report for
Grid Connected Rooftop and Small Solar PV Power Plants**

1. Name of Bidder
 2. RFP no.
 3. Project details (Site location & Address)
- Brief about the Rooftop Solar Power Generation System
Details of the beneficiary
Specifications of the Components and Bill of Material/ Quantities

Sl. no	Component	Specifications	Quantity	Make
A	Solar PV module			
A1	Aggregate Solar PV capacity (kWp)			
B	Grid Tie inverter (Type and Capacity)			
B1	Aggregate Inverter capacity (kVA)			
C	Module mounting structure (Certified by a Structural Engineer (Mandatory for 101 kWp to 1000 kWp)			
D	Array Junction Box			
E	AC Distribution Board			
F	Cable (All type)			
G	Earthing Kit (maintenance free)			
H	Meters			
I	Online monitoring system			
J	Any other component			
K	Transformer			

- Unit cost of solar power generation
Cost benefit analysis, payback period
Expected output/annum
Respective drawings for layout, electrical wiring connections, earthing, components etc.
Connectivity details with grid and metering arrangement (with sketch diagram)
Copy of electricity bill of the beneficiary and consumer number
Any other information
11. Documentary proof regarding beneficiary type as per clause 1.2 of the RFP

(The above information should be limited up to 2-3 pages only)

ANNEXURE - H

MONTHLY O&M REPORT

Month and year:

Name of the Bidder:

RFP ref no.:

Project Capacity:

Address of the site:

Part A

Component	Activity	Description	Date	Name / Signature	*Remarks
PV module	Cleaning	Immediately clean any bird droppings/ dark spots on module			
	Cleaning	Clean PV modules with plain water or mild dishwashing detergent			
	Inspection (for plants > 100kWp)	Infrared camera inspection for hot spots; bypass diode failure			
PV Array	Inspection	Check the PV modules and rack damage.			
	Inspection	If any new objects, such as vegetation growth etc., are causing shading of the array. Remove, if any			
	Vermin Removal	Remove bird nests or vermin from array and rack area			
Junction Boxes	Inspection	Inspect electrical boxes for corrosion, intrusion of water or vermin.			
	Inspection	Check position of switches and breaker. Check status of all Protection devices			
Wiring	Inspection	Inspect cabling for signs of cracks, defects, loose connections, corrosion,			

Component	Activity	Description	Date	Name / Signature	*Remarks
		overheating, arcing, ope short or circuits and ground faults			
Inverter	Inspection	Observe Instantaneous operational indicators on the faceplate. Inspect Inverter housing or shelter for any physical maintenance. Check for connection tightness			
Inverter	Service	Replace or clean air filters			
Instruments	Validation	Verify monitoring instruments (Pyranometer etc.) with standard instrument to verify their operation within tolerance limits.			
Transformer	Inspection	Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc.			
Plant	Monitoring	Daily Operation and Performance Monitoring			
Space Parts	Management	Manage inventory of spare parts			
Log Book	Documentation	Maintain daily log records			
Tracker (if any)	Inspection	Inspect gears, gear boxes, bearings, and motors.			
	Service	Lubricate bearings, gears, as required			

*Provide details of any replacement of systems/ components, damages, plant/ inverter shut down (planned/forced), breakdown, etc. under remarks.

*Daily register is to be maintained by the Bidder at each location greater than 50 kWp. The same may be inspected by NMSCDCL or its authorized representative at any time 25 years of O&M period. The Register will have the information about the daily generation, Inverter downtime if any, Grid outages.

Part B

Date	Generation kWh	Grid outage (hh:mm)	Inverter down period (hh:mm)	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				

Total generation for the month in kWh:
Cumulative generation since commissioning in kWh:
Capacity Utilisation Factor(CUF) for month in %:
Cumulative CUF since commissioning in %:

Date:

Signature of the Authorised signatory of the Bidder

ANNEXURE -I

PROJECT COMPLETION REPORT FOR GRID-CONNECTED ROOFTOP

Project Completion Report for Grid-Connected Rooftop		
Financial year * :		
Approval No. * :		
Proposal Title :		
Installed by agency :		
Project initiated by :		
Title of the Project* :		Capacity (kWp)*:
Category of the organization / beneficiary* :		Name of the contact person* :
Address of contact person* :		
State* :		District/City* :
Mobile* :		Email* :
Telephone No. :	STD code-	Website :
Other info		
Electricity Distribution Company Name :		
Electricity consumer account no. as per electricity bill :		as on Date :
Bank Details of Beneficiary		
Name of A/c holder :		
Name of Bank :		
Name of Branch and Address :		
Bank IFSC Code :		
9 Digit Micr Code :		
Type of Account :		
Account No. :		
Aadhaar Card Number :		
Technology Description & System Design /Specification (Compliance to BIS/IEC Standards is mandatory)		
1. Module		
Capacity/Power of each PV Module(Wp)* :	1. Capacity/Power 2. Capacity/Power	1. Nos: 2. Nos:
Cumulative Capacity of Modules(KWp):		
Solar cell technology :		
Module efficiency (in Percentage) :		
2. Inverters		
Type of inverter :		
Make of inverter :		
Capacity/Power of each PCU/inverters (VA)* :	Capacity/Power Nos.	
Capacity/Power of PCU/inverters (KVA) :		
Inverter efficiency (Full load) : (in percentage)		
3. Metering Arrangement		
Details of Metering		
Type of Meter* :		
Make of Meter :		
5. Other information		

Project Completion Report for Grid-Connected Rooftop			
Units of electricity generated by the solar plant as per meter (in KWh):			
Monitoring Mechanism :			
No. of personnel to be trained in O&M:			
Task & Expected Schedule(in Months):			
Grid connectivity level			
Grid connectivity level phase* :		Grid connectivity level Voltage* :	
Costing of Project			
Hardware cost :	Rs.	Total Cost of Installation :	Rs.
Means of Finance			
Envisaged Central Financial Assistance from MNRE*	Rs.		
Incentive from states if any	Rs		
Contribution of Beneficiaries*	Rs.		
Other Source (s) of Funding	Rs.		

ANNEXURE -J

INTIMATION TO DISCOM FOR IMPLEMENTATION OF GRID CONNECTED ROOFTOP SOLAR PV PLANT under _____ Scheme

1.	Name of SPD/Implementing Agency	
2.	Name of the Consumer*	
Site Details*		
3.	Address of the Rooftop Project Site:*	H No:
		Street Name:
		Village Name:
		District Name:
		State:
		Pin Code:
4	Phone / Mobile no. *	
5	Email Id:	
6	Electricity Consumer No. *	
7	Category (Please) *	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Educational <input type="checkbox"/> Government <input type="checkbox"/> Others, Specify
8	Installed Plant Capacity (kWp)*	
9	Connected load (kVA)*	
10	Voltage level at interconnection*	<input type="checkbox"/> 415 V <input type="checkbox"/> 11 kV <input type="checkbox"/> above 11 kV
11	Nearest Transformer Details	Location: Capacity:
12	Details of Inverter with Anti-Islanding Protection* Phase (Φ): (Please) Galvanic Isolation (Please)	Make: Capacity: <input type="checkbox"/> Single phase <input type="checkbox"/> 3-Phase <input type="checkbox"/> Inside Inverter <input type="checkbox"/> Outside Inverter
13	Both AC and DC Components of the SPV power plants Earthed.	
14	CEIG Inspection required*	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	If, Yes, Inspection date * (Attach copy of CEIG Certificate)	
16	Bank Account details	Account No Bank Branch
17	Date of Grid Synchronization*	
18	Net metering and grid connectivity (Attach acknowledgement from MSEDCL, if received)	Applied on : Free Deposited On :

*to be provided mandatorily

It is certified that the information furnished above is true to the best of my knowledge.

Consumer / Authorised Signatory of
Implementing Agency on behalf of consumer

Copy To:

Engineer In-charge, Nashik Municipal Smart City Development Corporation Limited, Nashik.

ANNEXURE - K
UNDERTAKING FROM THE BIDDER ON THEIR LETTER HEAD

Name:
Full Address:
Telephone No.:
E-mail address:
Fax/No.:
To,
The CEO
Nashik Municipal Smart City Development Corporation Limited
Rajiv Gandhi Bhavan,
Purandare colony,
Sharanpur road,
Nashik -422002

Dear Sir,

We refer to the RFP No.....dated.....for "*Design, Engineering, Energy Supply, Installation, Testing, Commissioning, Synchronizing and Maintenance of Power Grid Connected Rooftop Solar PV Systems on Net Metering Basis on the roofs of various Public Buildings in the City of Nashik*".

We have carefully read and examined in detail the RFP, including its amendments and clarifications as available on <https://mahatenders.gov.in>.

We confirm that M/s..... (Insert name of Bidder) has fulfilled all the requirements of MSME Act and as per the acknowledgement/ certificate of MSME provided by (Insert name of Authority) who has provided the MSME.

Certificate), we are eligible for execution of the Solar PV project for which the bid has been submitted by us in pursuance to Nashik Municipal Smart City Development Corporation Limited 's RFP No.....dated.....

Further, we are complying and will continue to comply all terms and conditions of acknowledgement/certificate of MSME until any further orders from the MSME authority. Any change in the acknowledgement/certificate of MSME, submitted to Nashik Municipal Smart City Development Corporation Limited shall be immediately appraised to Nashik Municipal Smart City Development Corporation Limited for their any further decision in this regard.

Further, we are also eligible for the benefits provided under MSME Act, 2006 and any further order issued by Govt. of India in this regard prior to last date of bid submission for the aforementioned RFP.

In case any information provided/ documents submitted or anything material or otherwise is found w.r.t above undertaking, Nashik Municipal Smart City Development Corporation Limited shall have the right to cancel the capacity allocated/ sanctioned to us and forfeit the Performance Bank Guarantee submitted by us. In addition to above, we (including our affiliate/ parent company/ assigns) may also be debarred by Nashik Municipal Smart City Development Corporation Limited to participate in any future tender.

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

Signature of Managing Director/Authorized signatory (with company Stamp)

ANNEXURE-L

FORMAT FOR REGISTRATION AT CPM (CENTRALIZED PROJECT MONITORING SYSTEM) FOR
SUBMISSION OF PROJECT SANCTIONED DOCUMENTS

Organization Name:

First Name:

Last Name:

Designation:

User Name: s

Password*:

Confirm password*:

Email ID*:

Phone No.:

Mobile No.*:

Role*:

Status*:

Address:

Project Type:

II. BANK DETAIL:

Aadhaar Number:

Voter ID Number:

Driving License Number:

BANK Name:

Bank Branch:

Bank Account Number:

IFSC code:

VAT Number:

Registration Number:

PAN Number:

TIN Number:

Note - * marks filled are mandatory

Annexure - M

STATEMENT SHOWING THE ROOF TOP AREA, PRESENT CONNECTED LOADS PRESENT TARIFF PAYING TO NMSCDCL AND MONTHLY OWER BILLS OF VARIOUS GOVT. BUILDINGS

S. no	Name of the Department/Institution/Organisation	Present connected load	Avg. monthly electricity consumption	Shadow free rooftop area in Sq. ft.

Annexure-N
Intentionally left blank

Annexure - O

PUBLIC BUILDINGS

Capacity Assessment in kWp for Solar Rooftop Installation.		
Sr. No	Proposed Sites	Roof top area (in Sqm.)
1	New Panchavati Divisional Office of NMC	1440
2	Indira Gandhi Hospital	237
4	Mahatma Phule Kaladalan	574
5	Kalidas Kalamandir	485
6	Dhnyaneshwar Abhyasika	242
3	Zakir Hussain Hospital	583
7	Pandit Colony (West Office)	820
8	Rajiv Gandhi Bhavan	1112
9	Satpur Divisional office	307
10	Shingada Talav Fire station Nashik	337
11	Nashik Road Divisional Office	263
12	Bytco Hospital	326
13	CIDCO Divisional Office	532
14	Phalke Smarak	1090
15	Swimming Pool, Nashik Road	1655
16	New Bytco Hospital, Behind Nashik Road Divisional Office (Building under construction, will be completed in 6 months)	1160

DRAFT ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the day of 20.....

AMONGST

1 LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (Hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes);

2name and particulars of the Escrow Bank and having its registered office at (Hereinafter referred to as the “**Escrow Bank**” which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

AND

3 [The Nashik Municipal Corporation, represented by its Commissioner and having its principal offices at _____ (hereinafter referred to as the “**Authority**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns).

WHEREAS:

- (A) The Authority has entered into a Concession Agreement dated with the Contractor (the “**Contract Agreement**”) for Project at Nashik, Maharashtra on operate, maintain and transfer (OMT) basis and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) The Concession Agreement requires the Contractor to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Agreement” means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Contractor, and shall commence from the date on which a notice is delivered by the Authority to the Contractor asking the latter to cure the breach or default specified in such notice;

“Escrow Account” means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

“Escrow Default” shall have the meaning ascribed thereto in Clause 6.1;

“Parties” means the parties to this Agreement collectively and **“Party”** shall mean any of the Parties to this Agreement individually;

“Payment Date” means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

“Sub-Accounts” means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Contractor hereby appoints the Escrow Bank to act as trustee for the Authority and the Contractor in connection herewith and authorises the Escrow Bank to exercise such rights, powers,

authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Contractor hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Contractor, and applied in accordance with the terms of this Agreement. No person other than the Authority and the Contractor shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Contractor or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority and the Contractor or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the COD, the Contractor shall open and establish the Escrow Account with the (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Contractor shall agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Contractor. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority and the Contractor in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Contractor shall have no other rights against or to the monies in the Escrow Account.

DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

- (a) After successful implementation period (6 months) NMC shall make initial deposit an amount calculated by below formula. The amount will be deposited in advance for 2 month duration.

Formula:-

Deposit Amount= 2 (no. of months) * Per unit rate for particular year quoted by Successful bidder (in Rs.) * total installed capacity of solar power calculated by successful bidder (in kWp)

And

The successful payment amount for invoice raised by successful bidder will be debited from the deposit amount. Thereafter the same amount will be replenished by NMC into escrow account.

- (b) Termination Payments:

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Contractor, and the balance remaining shall be deposited into the Escrow Account.

3.2 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Contractor in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

- 4.1.1 At the beginning of every month, or at such shorter intervals as the Contractor may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts

for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

- (a) All government taxes due and payable by the Contractor for and in respect of the Project;
- (b) All penalty, payments and Damages certified by the Authority as due and payable to it by the Contractor; and
- (c) Monthly invoice raised by successful bidder against solar energy generated;
- (d) Balance, if any, in accordance with the instructions of the Contractor.

4.1.2 No later than 60 (sixty) days prior to the commencement of each Accounting

Year, the Contractor shall provide to the Escrow Bank, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Authority, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Contract Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

- (a) All government taxes due and payable by the Contractor for and in respect of the Project;
- (b) All penalty, payments and Damages certified by the Authority as due and payable to it by the Contractor; and
- (c) Monthly proportionate provision of debt service due in an Accounting Year; Contractor
- (d)Balance, if any, in accordance with the instructions of the Contractor.

Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the

Project, and the balance remaining, if any, shall be applied in accordance with the provisions of this Agreement.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Contractor during the period of Suspension under Article 36 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Contractor under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Contractor.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Contractor as to the relevant Payment Dates), the Escrow Bank shall notify the Authority of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Contractor upon a certificate signed by or on behalf of the Contractor;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by the Escrow Bank in its capacity as the Escrow Bank from the Contractor or any other person hereunder or in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Contractor of any notice or document received by the Escrow Bank from the Authority in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Contractor (an "**Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

- (a) the Contractor commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;
- (b) the Contractor causes the Escrow Bank to transfer funds to any account of the Contractor in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
- (c) the Contractor commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days .

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in

accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Contractor may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Authority, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made satisfactory to the Authority for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Contractor made on or after the payment by the Contractor of all outstanding amounts under the Concession Agreement including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Contractor. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

Any lender providing financial assistance for the Project and the Contractor shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia*, for detailed procedures and documentation matters not covered under this Agreement such as the rights and obligations of lenders, investment of surplus funds, restrictions on withdrawals by the Contractor in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Contractor will indemnify, defend and hold the Authority and Escrow Bank harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Contractor of any of its obligations under this Agreement or on account of failure of the Contractor to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Contractor harmless against any and all

proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Contractor's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Contractor harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Contractor's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

As per clause 20.2 from Draft agreement.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Indore shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number or e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby

agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONTRACTOR has been affixed pursuant to the resolution passed by the Board of Directors of the Contractor at its meeting held on the day of 20..... hereunto affixed in the presence of, Director, who has signed these presents in token thereof and, Company Secretary / Authorised Officer who has countersigned the same in token thereof §:

SIGNED, SEALED AND DELIVERED

For and on behalf of

SENIOR LENDERS by the

Lenders' Representative:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND

SIGNED, SEALED AND

§ To be affixed in accordance with the articles of association of the Concessionaire.

DELIVERED

For and on behalf of
ESCROW BANK by:

(Signature)
(Name)
(Designation
(Address)
(Fax No.)
(e-mail
address)

In the presence of:

1.


DELIVERED

For and on behalf of
[Nashik Municipal Corporation by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

2.

Annexure – Q
No-Objection-Certificate from Building owner



NASHIK MUNICIPAL CORPORATION, NASHIK
Rajiv Gandhi Bhavan, Sharanpur Road, (Post Box No. 12) NASHIK - 422 002.

Visit us at : www.nashikcorporation.in • E-mail : nashikcorporation@nashikcorporation.in

P.B.X. : 2575631, 2575632, 2577952, 2577921, 2577923
2571479, 2571872 • Fax : (0253) : 2577936, 2315704

No.NMC/PWD/Desk-8/ 65 /2018
Dt. 7 / 4 /2018
NMC/PWD/10W/12018/80

To,
Chief Executive Officer,
Nashik Municipal Smart City Development Corporation Ltd.


Subject: No-Objection-Certificate to Nashik Smart City's Solar Rooftop installation Project
Ref: 1. Your letter (NMSCDCL/492/2018) dated 05/04/2018

Sir

As per your letter, We have received your request for NOC for installation solar panel on NMC's own Building (building list as per your letter).

Public Works Department of Nashik Municipal Corporation is not having any objection for installation solar panel on NMC own buildings for of Nashik Smart City's Solar Rooftop Project.

Please take note, NMSCDCL has to ensure that at the time project execution no damage will be occur to any kind of NMC property and there will be obstruction for maintenance of existing service on Terrace area.


City Engineer
Nashik Municipal Corporation

Copy for information-
Hon.Add. Commissioner (1)

Copy for necessary action
All Exeutive Engineer (Works)
PWD, NMC, Nashik.

*CFO/KPMK-
check & put up
11/04*



*AC
Put up with Tender
file*

Nashik Municipal Corporation, Nashik
O.W./NMC/TPD/WS/ 429 /2018
Date:- 6 /04/2018.

✓ To,
Chief Executive Officer,
Nashik Municipal Smart City Development Corporation Ltd.


Subject: No-Objection–Certificate to Nashik Smart City's Solar Rooftop installation Project

Ref: NMSCDCL/490/2017, Dt:- 05/04/2017
1.Your letter (NMSCDCL/490/2018) dated 05/04/2018.

With reference to your above referred letter above, you have requested to grant NOC for installation of Solar panels on Nashik Municipal Corporation owned buildings (Building list as per your letter)

As per the provision of Development Control & Promotion Regulations, Town planning dept. does not have any objection for installation of Solar Panel on NMC building for Nashik Smart City's Solar Rooftop Project, However, Structural Stability Certificate shall be obtained before installation of Solar Panels on roof tops.




Aakash T. Bagul
Assistant Director of Town Planning,
Nashik Municipal Corporation

CFO
check + Put up
Post 1/18

Nashik Municipal Corporation, Nashik
O.W./NMC/TPD/WS/ 429 /2018
Date:- 6 /04/2018.

✓ To,
Chief Executive Officer,
Nashik Municipal Smart City Development Corporation Ltd.

Subject: No-Objection–Certificate to Nashik Smart City's Solar Rooftop installation Project

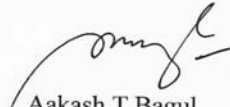
Ref: NMSCDCL/490/2017, Dt:- 05/04/2017

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Aakash T. Bagul
Assistant Director of Town Planning,
Nashik Municipal Corporation

CFO
check + pickup
05/18

DRAFT POWER PURCHASE AGREEMENT (PPA)

FOR

DESIGN, ENGINEERING, ENERGY SUPPLY, INSTALLATION, TESTING, COMMISSIONING, SYNCHRONIZING AND MAINTENANCE OF POWER GRID CONNECTED ROOFTOP SOLAR PV SYSTEMS ON NET METERING BASIS ON THE ROOFS OF VARIOUS PUBLIC BUILDINGS IN THE CITY OF NASHIK

BETWEEN

NASHIK MUNICIPAL CORPORATION

AND

[PROJECT COMPANY]

This Power Purchase Agreement ("**Agreement**") is executed on this [●] day of [●] at [Nashik]

BETWEEN

1. Nashik Municipal Corporation having its principal office at [●] India hereinafter referred to as "**Purchaser**", (which expression shall, unless repugnant to the context or meaning thereof, include its permitted successors and assigns) of One Part;

AND

2. {Project Company}, a Company incorporated under the Companies Act, 2013, having its registered office at [●] (hereinafter referred to as "**Power Producer**"(which expression shall, unless repugnant to the context otherwise requires, include its permitted successors and assigns) of Second Part.

The Purchaser and Power Producer are each individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

A. The Purchaser is engaged in installation of grid-connected roof top solar PV projects on the roofs of various public building(s) ("**Project**").

B. The Power Producer is engaged in the business of design, engineering, energy and supply, installations erection, testing, commissioning, operation and maintenance of power plants, including grid connected rooftop power projects.

C. The Parties hereby agree to execute this Agreement setting out the terms and conditions for the sale of power by the Power Producer to the Purchaser.

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

1 DEFINITIONS AND INTERPRETATION

1.1. Definitions

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

"Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to clause 5.2;

"Affiliate" means with respect to any specified person, any other person, directly or indirectly controlling, controlled by or under common control with such specified person;

"Agreement" means this Power Purchase Agreement executed hereby, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time;

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

"Assignment" has the meaning as set out in clause 13.1;

"Business Day" means any day other than Sunday or any other day on which banks in [Maharashtra] are required or authorized by Applicable Law to be closed for business;

"Commercial Operation Date" has the meaning set out in clause 4. 3(b);

"Commissioning" means successful operation of the Project by the Power Producer, for the purpose of carrying out system assistance test(s) set out in clause 4.3;

"Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power;

"Capacity Utilization Factor" (CUF) shall mean the ratio of actual energy generated by solar photovoltaic project over the year to the equivalent energy output at its rated capacity over the yearly period. (CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kW * 365 * 24);

"Deemed Generation" has the meaning set out in clause 5.3.2 (b);

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

"Dispute" shall mean the difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure as set out in clause 16.6;

"Disruption Period" shall mean for the purpose of calculating Solar Power Payments and lost

revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation). Power Producer shall inform about the disruption or outage in System production, for reasons attributable to purchaser in writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Purchaser;

"Distribution Utility" means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;

"Due Date" shall mean the Purchaser shall pay all amounts due hereunder within 30 days after the date of the receipt of the invoice by email or post;

"Effective Date" has the meaning set out in clause 2;

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term;

"Force Majeure Event" has the meaning as set forth in clause 10.1;

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

"Governmental Authority" means any central, state, regional, district, town, city or municipal Government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such Government;

"Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires;

"Insolvency Event" with respect to a Party means, that either such party has

- (a) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator in respect of all or a substantial part of its business or assets; or
- (b) been unable to pay Assignment for the benefit of its creditors; or
- (c) made a general Assignment for the benefit of its creditors; or
- (d) commenced a voluntary proceeding under any insolvency or bankruptcy law; or
- (e) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or
- (f) taken any corporate or other action for the purpose of effecting any of the foregoing.

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

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

"Invoice Date" has the meaning as defined in clause 6.5;

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

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

"Metering Date" means the first business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date;

"Performance Ratio" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. $PR = (\text{Measured output in kW} / \text{Installed plant capacity in kW} * 1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2)$;

"Party" or Parties" has the meaning set out in the preamble to this Agreement;

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

"Premises" means the premises described in Schedule 1 to this Agreement;

"Project" shall have the meaning as set out in Recital A

"Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under clause 3.2;

"Representative" has the meaning set out in clause 14.1;

"Rooftop Solar PV" shall mean the Solar PV Systems installed in the consumer premises on the flat/ slanted roof and the systems installed on the elevated platform on metallic or concrete structure (above 10 feet from ground in case sufficient shadow free rooftop is not available);

"Scheduled Completion Date" means the date agreed upon between the Purchaser and the Power Producer for completion of the project with reference to clause 4.1(g);

"Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved by the Purchaser (ii) or proposed by the Purchaser in accordance with Schedule III hereof and approved by the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh Power Purchase Agreement in accordance with the terms and conditions contained in the said Schedule;

"Solar Power" means the supply of electrical energy output from the System.

"Solar Power Payment" has the meaning set out in clause 6.4;

"System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work;

"System Operations" means the Power Producer's operation; maintenance and repair of the System performed in accordance the requirement herein;

"Tariff" means the price per kWh set out in Schedule II hereto;

"Term" has the meaning set out in clause 3.1;

1.2. Interpretation

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

2. EFFECTIVE DATE

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

3. TERM AND TERMINATION

3.1. Term

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date ("**Term**"), unless terminated earlier in accordance with the provisions of this Agreement. After the expiry of the Term of the Agreement, the ownership of the System shall be transferred to the Purchaser free of cost.

3.2. Purchase Option/ Purchase Obligation

The Purchaser shall have the option to purchase the System by paying to the Power Producer the purchase price as per Schedule III of the Agreement and within not less than ninety (90) days before the proposed purchased date send written notice to the Power Producer of its intent to exercise the option to purchase the system on such proposed purchased date.

In the event of the Purchaser confirming its intention to exercise the purchase option in writing to the Power Producer, the Purchaser shall:

- (i) pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement;
- (ii) the Parties shall promptly execute all necessary documents to :-

(a) enable title to the System to pass to the Purchaser on the Purchase Date, free and clear of all liens and

(b) assign all vendor warranties for the System to the Purchaser.

(iii) In case of termination of the contract due to any circumstance the solar power plant will be attached in totality and will become property of the Purchaser.

Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer 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.

4. CONSTRUCTION, INSTALLATION, TESTING AND COMMISSIONING OF THE SYSTEM.

4.1. Installation Work

(a) The Power Producer will cause the Project to be designed, supplied energy, engineered, tested and commissioned, operated & maintained and constructed substantially in accordance with the provisions of this Agreement and the [sanction letter] issued by the Purchaser. The Power Producer shall provide to the Purchaser a bill of materials listing the equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.

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

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

(d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.

(e) Unless otherwise agreed between the Parties, the Power Producer shall not do chipping of rooftop; or water proofing of roof to be disturbed; or Carry out any other modification of the Premises, without prior written consent of the Purchaser.

(f) The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.

(g) The Power Producer shall, within fifteen (15) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings") and the Purchaser shall approve the drawings within [7] working days from the submission of the drawings. In the event of Purchaser having any objection/'recommendation in the Shop Drawings, it shall communicate the same to Power Producer within a period of [07] working days of the date of submission of the Shop Drawings. Any delay in submission of the Shop Drawings by either Party shall extend the Effective Date. Subject to any punch-list items which may be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within the Scheduled Completion Period from the Effective Date ("Scheduled Completion Date"). Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.

(h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in clause 11.1 and clause 10 (Force Majeure or Purchaser Default), the Power Producer agrees and undertakes to pay to the Purchaser a genuine pre-estimated liquidated damages to the extent amount decided as per RFP for the delay in such commencement of supply of Solar Power.

(i) The Parties agree that the liquidated damages as set out under clause 4.1(h) are genuine and a reasonable pre-estimate of losses and further, agree and undertake to not dispute the specified such liquidated damages as unreasonable or not genuine.

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

(k) The Power Producer shall fulfill all obligations undertaken by it under this Agreement.

4.2. Approvals and Permits

The Power Producer shall be responsible for obtaining all necessary Government or third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable Capacity Cost Recovery (CCR). The Purchaser shall where necessary assist the Power Producer in obtaining approvals and permits.

4.3. System Acceptance Testing

(a) The Power Producer shall give ten (10) days advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's designated representative.

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

5. SYSTEM OPERATIONS

5.1. The Power Producer as Owner and Operator

The Power Producer shall be the owner of the System and it shall maintain the same at its own cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement.

The Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing.

In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, the Purchaser may choose and pay Power Producer for diagnosing and correcting the problem at Power Producer or Power Producer's contractors standard rates.

In case of any shortcomings in Commissioning as per technical specifications mentioned or for Performance Ratio (PR) below the specified limit (75%) after Commissioning and in case Average CUF falls below 15% during entire O&M period, the PBG amounting to 10% of original PBG will be forfeited. The PR and CUF will be measured on annual basis

5.2. Metering

The Power Producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.

The meter will be read by Power Producer's personnel on the Metering Date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. In case the Joint meter reading report is not signed in the first three (03) business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.

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

The Power Producer shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM.

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

The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

5.3. System Disruptions

5.3.1.Availability of Premises:

The Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of Solar Power Plant during the period of Agreement. The Purchaser will also provide restricted access of the Premises to Power Producer for operation and maintenance of solar power plant.

The Purchaser will not raise/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.

5.3.2.Roof Repair and other System Disruptions:-

(a) the responsibility to carry out roof repair of the premises or of the System on account of any damage caused attributable to the Power Producer shall be solely borne by the Power Producer. In the event the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair require the partial or complete or temporary disassembly or movement of the System, it shall be the sole responsibility of the Power Producer to borne all cost and expenses incurred on such repairs.

(b) any act or omission of Purchaser or Purchaser's employees, affiliates, agents or subcontractors (collectively, a "Purchaser Act") resulting in disruption or outage in system production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall:

(i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion of the repair work; and

(ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate. Over the preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation). Power Producer shall inform about the 'disruption or outage in system production, for reasons attributable to purchaser in 'writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Purchaser.

6. DELIVERY OF SOLAR POWER

6.1. Purchase Requirement

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

In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated due to faults in the equipment's of the Purchaser e.g., Net meter Cables, Equipment's etc., which may stop the feeding / record of the Solar Power generated.

In the event the Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Solar Power Plant and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in generation due to such shading supported by the relevant data, which shall be approved by Purchaser within one month of submission failing which the Power Producer shall claim provisional Deemed Generation till the issue is finally settled.

6.2. Estimated Annual Production

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

6.3. Suspension of Delivery

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

6.4. Tariff and Payments

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

The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time. As detailed in Schedule - II, the Tariff will be equal to Rs. [●] /kWh levelized tariff as per Purchaser's allocations. The 'year' Considered shall be the financial year from 1st April to 31st March of every year.

6.5. Invoice

The Power Producer shall invoice the Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only till the Expiration Date of this Agreement.

The invoice to the purchaser shall include the Solar Power calculations for the relevant billing period, supporting data, documents and calculations in accordance with this Agreement.

6.6. Time of Payment

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

6.7. Method of Payment

The Purchaser shall make all payments under the Agreement by cheque / demand draft/ electronic funds transfer only in immediately available funds to the account designated by the Power Producer from time to time. All payments made hereunder shall be subject to the applicable tax deduction at source, further, the current and future taxes shall be paid by each Party as per the prevalent law. If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

7. GENERAL COVENANTS

7.1. Power Producer's Covenants

The Power Producer covenants and agrees to the following:

(A) NOTICE OF DAMAGE OR EMERGENCY:

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

(b) System Condition:

The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer shall provide 24 x 7 offsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.

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

(c) Governmental Approvals:

While providing the Installation work, solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and

maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations

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

(d) Health and Safety:

The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining to the health and safety of persons and real and personal property.

7.2 Purchaser's Covenants

The Purchaser covenants and agrees to the following:

(a) Notice of Damage or Emergency:

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

(b) Liens:

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

(c) Consents and Approvals:

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

(d) Access to Premises Grant of License:

Purchaser shall grant to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or

disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo IDs will be provided by the Power Producer. Purchaser will assist in availing the permissions to the site.

(e) Security:

Purchaser will keep the premises locked. However, if any damages to the System takes place, inspite of due care, as a result of theft or vandalism then the same shall be claimed or reimbursed through insurances by Power Producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall be paid the amount on the basis of 'Deemed Generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause.

Regardless of whether the Purchaser is owner of the Premises or leases the Premises from a landlord, the Purchaser hereby covenants that:

(i) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and

(ii) neither Purchaser nor Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.

(f) Temporary storage space during installation

The Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.

(g) Sunlight Easements:

The Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to-such actions as may be reasonably necessary to obtain a solar access easement for such purpose.

(h) Evacuation:

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

(i) Water:

The Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels ([●] liters - twice a month).

(j) Auxiliary Power:

The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Purchaser is paying to the DISCOM.

(k) Relocation:

If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Purchaser, the Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full. During any interruption in generation during such relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

8. REPRESENTATIONS & WARRANTIES

8.1 Representations and Warranties Relating to Agreement Validity In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants to the other that:

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

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

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

(d) The Agreement constitutes legal, valid and binding obligation enforceable by one Party by the other in accordance with law;

(e) There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of it's business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) The execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

9. TAXES AND GOVERNMENTAL FEES

9.1 Purchaser obligations

The Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future as per applicable law.

9.2 Power Producer Obligations

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

10. FORCE MAJEURE

10.1 Force Majeure Event

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

10.1.2 If a force majeure situation arises, the Power Producer shall notify the Purchaser in writing promptly, not later than 14 (fourteen) days from the date such situation arises. The Power Producer shall notify the Purchaser not later than 3 (three) days of cessation of force majeure conditions. After examining the cases, the Purchaser shall decide and grant suitable additional time for the completion of the work, if required.

10.2 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event has occurred affecting the Power Producer's performance of its obligations hereunder and has continued for a continuous period of one hundred eighty (180) days/six (6) months, then Purchaser shall be entitled to terminate the Agreement. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

11. DEFAULT

11.1 Power Producer Defaults and Purchaser Remedies

(a) Power Producer Defaults:

The following events shall be defaults with respect to the Power Producer (each, a "Power Producer Default");

(i) An Insolvency Event shall have occurred with respect to the Power Producer;

(ii) Failure to achieve Commissioning of the System within the period as agreed upon; and

(iii) The Power Producer breaches any material term of the Agreement and if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same

(iv) The Power Producer breaches any material term of the Agreement and the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

(b) Purchaser's Remedies:

(i) If a Power Producer's Default described in clause 11.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to clause 12, Purchaser shall have a right to deliver a notice of its intention to terminate this Agreement ("**Purchaser Preliminary Default Notice**"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

(ii) Upon the occurrence and continuation of Power Producer's Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this clause; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.

(iii) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to

mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances: If the Power Producer's Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.

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

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

(vi) The Purchaser may exercise any other remedy it may have in law or equity or under the Agreement.

11.2 Purchaser Defaults and Power Producer's Remedies

(a) Purchaser Default:

The following events shall be defaults with respect to Purchaser (each, a "Purchaser's Default"):

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

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

(b) Power Producer's Remedies:

If a Purchaser Default described in Clause 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to clause 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination, the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date.

Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

12. LIMITATIONS OF LIABILITY

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

12.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power Producer shall not be deemed to be employees, representatives, contractors of the Purchaser. Nothing contained in this Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.

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

13. ASSIGNMENT

The Power Producer shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior written consent of the Purchaser

In case the Purchaser or Power Producer may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization and this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the

successor entities and shall continue to remain valid with respect to obligation of the successor entities.

13.3 NOTICES

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

If to the Purchaser:

Attn: [●]

Tel: [●]

Fax: [●]

Email: [●]

Contact: [●]

With a copy to: [●]

If to the Power Producer:

Attn. [●]

Phone: [●]

Fax No. [●]

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

14. CONFIDENTIALITY

14.1 Confidentiality obligation

(a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the , design, operation and maintenance

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

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

14.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that;

- (a) Becomes publicity available other than through the receiving Party.

(b) Is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such Requirement.

(c) Is independently developed by the receiving Party; or

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

15. INDEMNITY

15.1 Power Producer's Indemnity

Subject to Clause 11, the Power Producer agrees that it shall indemnify and hold harmless Purchaser and its members, officers, employees, students, casual laborers, persons permitted' to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties to the extent arising from or out of the following any claim for or arising out of any injury to Or death of any Person or Loss or damage to Property of any Person to the extent arising out of the Power Producer's negligence or willful misconduct. The Power Producer shall not, however, be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Purchaser indemnified Party.

15.2 Purchaser's Indemnity

Subject to clause 12, the Purchaser agrees that it shall indemnity, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any rowel Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

16. MISCELLANEOUS

16.1 Amendments

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Purchaser.

16.2 Goodwill and Publicity

The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

16.3 Industry Standards

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

16.4 Cumulative Remedies

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

16.5 Survival

16.5.1 Termination of this Agreement:

- (a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for

loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

16.5.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement..

16.6 Governing Law & Jurisdiction

(a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Nashik, Maharashtra shall have exclusive jurisdiction over any action or proceeding arising under the Agreement.

(b) Arbitration:

(i) Any dispute or difference whatsoever arising between the Parties to this Agreement arising out of or relating to the meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Purchaser ('NMC'). The provisions of the Arbitration and Conciliation Act, 1996 as amended will be applicable and the Award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Nashik Municipal Corporation, Nashik, Maharashtra India. The language of the Arbitration proceedings and that of all documents and communications between the Parties shall be in English. All Arbitration Awards shall be in writing and shall state the reasons for the award.

(ii) Arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act, 1996. The venue or arbitration shall be [Nashik, Maharashtra].

16.7 Severability

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

16.8 Successors and Assigns

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

16.9 Change in Law

Any "Change in Law" on account of the following events resulting in financial implications or otherwise to either Party shall be borne by the respective Party in terms of the change:-

- (a) a change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
- (b) the imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or
- (c) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals.

16.10 Counterparts

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

16.11 Independent Service Provider

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

16.12 Non-Exclusive Agreement

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

16.13 Entire Agreement

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

16.14 Language

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data under the contract or relating thereto shall being English Language. The contract and all correspondence between the Purchaser and the Power Producer shall be in English language

16.15 Insurance

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

The Successful Bidder shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/ material/ equipment/ properties during execution of the Contract.

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

16.16 Entire Agreement

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

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

SIGNED, SEALED AND DELIVERED For and on behalf of the Purchaser by: (Signature) (Name) (Designation) (Address) (Fax No.)	SIGNED, SEALED AND DELIVERED For and on behalf of the Power Producer by: (Signature) (Name) (Designation) (Address) (Fax No.)
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In the presence of:

- 1.
- 2.

SCHEDULE-I - Description of the Premises:

Premises Overview	
Segment	
Type of Roof	
Hours of Operation	
Security	
	Capacity and Area Requirement
Capacity	_____ kWp
Module Area	_____ sqm (PV System)
Number of Building	_____
Roofs	
Capacity	_____
Distribution	

SCHEDULE II - FEES

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

Purchase shall pay power producer for solar power at the rate equal to INR__/kWh which is the levelized tariff as per <NAME OF EXPERT PSU> allocation.

Year wise tariff is as follows;

Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	

Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Year 21	
Year 22	
Year 23	
Year 24	
Year 25	

The fees and payment details are provided in detail under clause 6 of this agreement.

SCHEDULE III Purchase price

The following is the purchase value of the system over a period of 25 years. This may be applicable under the following conditions.

The Purchaser terminates the PPA before the 25 years PPA Tenure

The Purchaser wishes to own the Project before the Tenure of the PPA.

The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

The Price reference taken for calculating the total cost of the system is as per [●] rates for the state of , The Government of Maharashtra has used the CERC guidelines for arriving at the Project cost.

Year of Term (End of Year)	Calendar Year	Purchase Price in Crores (Rs)
1		
2		
3		
4		
5		
6		
7		

8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

SCHEDULE IV- Estimated annual production

	Project :	kWp Solar On-Grid Power Project ____		
	Location :	New Delhi		
			Design Criteria	
	Expected Yearly Energy Generation Sheet			
End of	Yearly Degradation	Global incident in	Energy injected	
Year	'MWh' (Modules &	coll.Plane(GlobInc)	into grid (E_Grid)	
	System)	'kWh/Sq.mtr' Yearly	'MWh' Yearly 'A'	

Client :	Degradation consider in PV system generation data		
1.	1.0%		
2.	1.0%		
3.	1.0%		
4.	1.0%		
5.	1.0%		
6.	1.0%		

7.	1.0%		
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8.	1.0%		
9.	1.0%		
10.	1.0%		
11.	1.0%		
12.	1.0%		
13.	1.0%		
14.	1.0%		
15.	1.0%		
16.	1.0%		
17.	1.0%		
18.	1.0%		
19.	1.0%		
20.	1.0%		
21.	1.0%		
22.	1.0%		
23.	1.0%		
24.	1.0%		
25.	1.0%		

SCHEDULE V - Government approvals

To be obtained by the power producer

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

To be obtained by Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Purchaser will apply for net metering and bear the cost of net meter only.

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Purchase Price for kW system @ Rs. _____ /-Watt.	
Year	Salvage Value (Rs.)
1st year	
2nd year	
3rd year	

4th year	
5th year	
6th year	
7th year	
8th year	
9th year	

10th year	
11th year	
12th year	
13th year	

14th year	
15th year	
16th year	
12th year	
13th year	
14th year	

15th year	
16th year	
17th year	
18th year	

19th year	
20th year	
21th year	
23rd year	
24th year	
25th year	