



**Request for Selection (RfS)**  
**of**  
**Solar Power Developers for setting up of **250 kWp****  
**Grid-Connected Rooftop Solar PV Projects under**  
**RESCO Mode through Tariff-based Competitive**  
**Bidding**

**RfS No. DRRANLU/C&M/Tender/2026/ 01**

**dated 20/01/2026**

*Dr. B.R. Ambedkar National Law  
University, Rai, Sonepat, Haryana  
(State Government University)  
Plot No. 05, Rajiv Gandhi Education City, Rai,  
Sonepat, Haryana– 131029.  
Tel: 0130 - 2811234, e-mail: [registrar@dbranlu.ac.in](mailto:registrar@dbranlu.ac.in)  
Website: [www.dbranlu.ac.in](http://www.dbranlu.ac.in)*

## **DISCLAIMER**

- I. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the Prospective Bidders to the office of **Dr. B.R. Ambedkar National Law University (DBRANLU)** immediately. If no intimation is received from any bidder **within last date of bid submission**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
- II. **Dr. B.R. Ambedkar National Law University (DBRANLU)** reserves the right to modify, amend or supplement this document.
- III. This RfS document has been prepared in good faith, and on best endeavor basis. Neither **DBRANLU** nor their employees 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 document, even if any loss or damage is caused by any act or omission on their part.
- IV. In case of any discrepancy in the documents uploaded on the websites of **DBRANLU, E-TENDER HARYANA** and CPPP, the documents uploaded on the **E-TENDER HARYANA** website will prevail.

Place: **Sonepat**

**Date:**

1	NAME OF WORK	<b>Selections of Solar Power Developers for setting up of 250 kWP Grid-Connected Rooftop Solar PV Projects under RESCO Mode through Tariff-based Competitive Bidding at Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana.</b>
2	TIME OF COMPLETION	04 months from the date of LOA.
3	DOWNLOAD OF TENDER DOCUMENT	As per DNIT
4	CONTACT PERSON	<b>Sh. Gurdeep Singh during office hours any working day Mob.No. 9541084083</b>
5	PRE BID MEETING	<b>28/01/2026 at 11:00 AM</b>
6	OPENING DATE AND TIME OF E-BID SUBMISSION	21/01/2026 09:00 AM
7	CLOSING DATE AND TIME OF E-BID SUBMISSION	16/02/2026 Up to 11:00 AM
8	DATE AND TIME OF TECHNO COMMERCIAL BID OPENING	17/02/2026 after 04:00 PM
9	EARNEST MONEY DEPOSIT	Rs. 2,50,000/- for Contractor Rs. 1,25,000/- for Register societies
10	BID VALIDITY	12 months from last date of bid submission.

## **BID INFORMATION SHEET**

The brief details of the RfS are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	Selection of Solar Project Developers for setting up of <b>250</b> kWp Grid-Connected Rooftop Solar PV Projects under RESCO mode	
<b>(B)</b>	<b>RfS NO. &amp; DATE</b>	<b>DBRANLU</b>	
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	SINGLE BID SYSTEM	<input type="checkbox"/>
		TWO BID SYSTEM	<input type="checkbox"/> Yes
<b>(D)</b>	<b>TYPE OF RfS/ TENDER</b>	E-TENDER	<input type="checkbox"/> Yes
		MANUAL	<input type="checkbox"/>
<b>(E)</b>	<b>COMPLETION/ CONTRACT PERIOD</b>	As mentioned in RfS Document	
<b>(F)</b>	<b>BID PROCESSING FEE</b>	APPLICABLE	<input type="checkbox"/> Yes
		NOT APPLICABLE	<input type="checkbox"/>
		Amount: <b>INR 6,000/- (Indian Rupees Six Thousand Only)</b> including GST, to be deposited through online on E-Tender website only. <b>Bid Processing Fee shall be non-refundable.</b>	

(G)	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<table border="1" data-bbox="616 213 1215 399"> <tr> <td data-bbox="668 213 923 294">APPLICABLE</td><td data-bbox="923 213 1215 294">Yes</td></tr> <tr> <td data-bbox="637 294 923 399">NOT APPLICABLE</td><td data-bbox="923 294 1215 399"></td></tr> </table> <p data-bbox="616 411 1390 489">In line with Clause 15 of the RfS, to be submitted online only on E-tender website.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(H)	<b>PERFORMANCE BANK GUARANTEE</b>	<table border="1" data-bbox="616 548 1215 702"> <tr> <td data-bbox="668 548 923 628">APPLICABLE</td><td data-bbox="923 548 1215 628">Yes</td></tr> <tr> <td data-bbox="637 628 923 702">NOT APPLICABLE</td><td data-bbox="923 628 1215 702"></td></tr> </table>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(I)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>	To be scheduled as per NIT on E-tender website portal and/or information provided on DBRANLU website.				
(J)	<b>ONLINE BID-SUBMISSION DEADLINE</b>	As per NIT on E-tender portal and University website				
(K)	<b>TECHNO-COMMERCIAL BID OPENING</b>	As per NIT on E-tender portal and University website				
(L)	<b>e-REVERSE AUCTION (e-RA)</b>	Not Applicable				
(M)	<b>CONTACT DETAILS OF E-Tender PORTAL</b>					
(N)	<b>NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RfS)</b>					
(O)	<b>DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE</b>	Sh. Gurdeep Singh during office hours any working day Mob.No. 9541084083				

	<b>REQUIRED</b>	
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- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from E-Tender portal website (<https://www.etenders.hry.nic.in>) and/or DBRANLU website ([www.dbranlu.ac.in](http://www.dbranlu.ac.in)) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission as well as online on E-tender portal.
- Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.

**Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.etenders.hry.nic.in> and [www.dbranlu.ac.in](http://www.dbranlu.ac.in). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on [www.dbranlu.ac.in](http://www.dbranlu.ac.in) and the details only will be available from <https://www.etenders.hry.nic.in>**

## **SECTION 1. INTRODUCTION & INVITATION FOR BIDS**

### **1 *Background & Introduction***

- 1.1 Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana (hereinafter called “DBRANLU”) is a State Government University established under Haryana State Legislative Act 2012 (Haryana Act 15 of 2012) to incorporate a National Law University, Haryana for eloving at imparting comprehensive legal education to achieve excellence in all branches of Law and its allied disciplines.
- 1.2 One of the targets enshrined by the Government under the “Panchamrit” announced by Hon’ble Prime Minister at the COP 26 summit in Glasgow, is meeting 50% of total energy requirements from renewable energy by 2030. As part of these initiatives, DBRANLU to carry out the bidding and selection of Project developers through a competitive bidding process, to set up Projects under RESCO mode.
- 1.3 DBRANLU, on behalf of Registrar, (Hereinafter referred as “DBRANLU”), hereby invites proposals for setting up of around 250 kWp Grid Connected Rooftop mounted Solar PV (RTSPV) Projects on Build Own Operate (B-O-O) basis/RESCO mode.
- 1.4 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such Project. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on DBRANLU for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. DBRANLU does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.
- 1.5 No separate Central/State Financial assistance is envisaged for implementation of the Project selected under this RfS.

## **2 *Invitation for Bids***

- 2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of **DBRANLU** and the Bidder/SPD shall be governed by the RfS Documents/Agreement signed between DBRANLU and the SPD for the Project.
- 2.2 Interested bidders have to necessarily register themselves on the portal <https://www.etender.haryana.nic.in> (“E-Tender portal”) to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s E-Tender Haryana website to complete the registration formalities. Contact details of E-Tender is mentioned on the Bid Information Sheet. All required documents and formalities for registering on E-tender website are mentioned in the subsequent RfS documents.

They may obtain further information regarding this RfS from the registered office of **DBRANLU** at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on **the E-Tender portal**, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting **E-tender, Haryana**, as and when required, for which contact details are also mentioned on the Bid Information Sheet. **DBRANLU** in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 2.3 For the implementation of above-mentioned work, Bidders should submit their Techno-Commercial & Price Bid proposals complete in all aspect through **E-Tender Portal** (<https://www.etender.hry.nic.in>) on or before last date and time of Bid Submission as indicated in the Bid Information Sheet. Bid documents will be sent directly to the invited Bidders through **E-TENDER HARYANA bidding portal/email** by **DBRANLU**. Any amendment(s)/corrigendum/clarifications with respect to this Limited Tender shall be shared with Bidder through **E-TENDER HARYANA bidding portal only**.
- 2.4 Bidder shall submit its proposal along with non-refundable Bid Processing Fees and Earnest Money Deposit (EMD) (if applicable) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the Bid Processing Fees and/or Earnest Money Deposit (EMD) (as applicable) will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, and Formats etc. can be downloaded from the E-TENDER HARYANA Portal or from DBRANLU's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (E-TENDER HARYANA) Portal to participate in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on E-TENDER HARYANA website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned E-TENDER HARYANA website. The same may also be uploaded on DBRANLU website also. However, in case of any discrepancy, the information available on E-TENDER HARYANA website shall prevail.

2.5 **DBRANLU** reserves the right to cancel/withdraw/defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## 2.6 **INTERPRETATIONS**

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

## **SECTION 2. SPECIAL CONDITIONS OF CONTRACT**

### **3 *Scope of Work***

- 3.1 Under this RfS, the Solar Power Developer (SPD) shall be required to set up a Grid-Connected Rooftop Solar PV (RTSPV) Project, with the primary objective of supplying solar power to DBRANLU , Sonepat, as per the provisions of the RfS and draft standard Power Purchase Agreement (PPA).
- 3.2 The Project shall be set up under the RESCO Mode, as defined by **MNRE/HAREDA**. The scope of work of the SPD, inter alia, includes but is not limited to, obtaining No Objection Certificate (NOC) from the **UHBVNLL** for grid connectivity, complete design, engineering, supply, storage, civil work, erection, testing & commissioning of the RTSPV Project including Operation and Maintenance (O&M) of the project for the term of the PPA. The O&M of the Project may include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors/ Power Conditioning Unit (PCU), spares, consumables & other parts for the PPA term.
- 3.3 Obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the SPD in accordance with the prevailing guidelines of the respective State Regulators (**HERC**). The respective Government Organization (**DBRANLU**), could facilitate connectivity and necessary approvals, however, the entire responsibility lies with the SPD only.
- 3.4 The SPD shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 3.5 The Project to be selected under this scheme provide for deployment of Solar Photovoltaic Technology. However, the selection of Project would be technology agnostic.
- 3.6 **Additional requirements for DBRANLU, Rai, Sonepat:** The PV cell technology should be Topcon Bifacial Monocrystalline. The efficiency of the module should be minimum 21%.

### **4 *Total capacity offered***

- 4.1 The estimated cumulative Project capacity envisaged for the DBRANLU is around 250 **kWp**. The project wise buildings under the DBRANLU have been annexed at **Annexure-C**. The final capacity to be installed will be determined at the time of signing of PPA between the SPD and the DBRANLU.

## **5    Maximum Eligibility for Contracted Capacity Allocation for a Bidder**

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- 5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum cumulative capacity of 250 kWp project.

**Note:** In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each one of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

- 5.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **250 kW or actually installed during execution whichever is higher**.
- 5.3 The evaluation of bids shall be carried out as described in **Section-5** of the RfS. The methodology for Allocation of Project is elaborated in Section-5 of the RfS.
- 5.4 Subject to the exception as **per Clause 5.1** above, multiple bids from same company including its Parent/ Ultimate Parent/ Affiliates/ Group Companies shall make all the bids submitted by the group invalid.

## **6    Project Location**

- 6.1 The Project shall be installed at various locations in campus of the DBRANLU. To facilitate the Bidders, an indicative list of possible rooftops and ground area has been enclosed as **Annexure-C**. Prospective Bidders will be required to visit the respective sites and assess the feasibility of space including installation capacity in consultation with respective site in charge/ rooftop owner. **This visit shall necessarily be completed before submission of Bid by the respective Bidder No claim / concern shall be considered later on under any circumstance.** However, the entire responsibility of identifying the roofs and ground will be of the Successful Bidder. **DBRANLU shall not bear any responsibility in this regard.**

**Further, no claim will be entertained at later stage regarding change in scope of work due to any reason whatsoever.**

## **6.2    Project Configuration:**

The term “Project” shall have the meaning as defined in Section 6 of the RfS. A single Project shall refer to one or multiple Grid-connected RTSPV systems installed on a single/group of buildings, connected to the grid through a single or multiple meter for a particular DBRANLU.

A single PPA shall be signed separately for each Project. Configuration of each Project shall be decided mutually between DBRANLU and Successful Bidder/SPD. Projects shall be allocated in single configuration as per the capacity defined in clause 4 above.

## **7 *Connectivity with the Grid***

- 7.1 The Project should be designed for interconnection with the grid in accordance with prevailing **CERC/HERC/UHBVNLL** regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by **Appropriate Commissions and Haryana Electricity Authority (HERC), and any other regulations of the concerned UHBVNL where the Project is located**. Minimum voltage level for interconnection with the grid shall be as determined by the respective UHBVNL.
- 7.2 The responsibility of getting connectivity and necessary approvals for grid connection and net-metering shall entirely be with the SPD and shall be at the risk and cost of the SPD. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to and including at the Interconnection Point shall be responsibility of the SPD, to be undertaken entirely at its risk and cost.
- 7.3 Metering arrangement of each Project shall have to be adhered to in line with relevant clauses of the PPA. The entire cost of transmission (if applicable) including cost of construction of line, wheeling charges, **SLDC/Scheduling charges, SOC, MOC**, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD.
- 7.4 Note: The SPD shall apply for Net-metering approval with the respective **UHBVNL** within 90 days of signing of PPA, failing which, the PPA will be liable to be terminated by the DBRANLU, along with encashment of PBG for the respective Project.

## **8 *Energy Supply by the Solar Power Developer***

### **8.1 Criteria for Energy Supply**

The Bidders shall declare the annual **CUF** of the Project at the time of submission of response to RfS, and the SPDs shall be allowed to revise the same once within first year after COD. Thereafter, the **CUF** for the Project shall remain unchanged for the entire term of the PPA. The declared annual **CUF** shall in no case be less than **13.5%** for Projects under this RfS. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment as may be necessary to achieve the required **CUF**.

The SPD shall maintain generation so as to achieve annual energy supply corresponding to **CUF** within + 10% and - 15% of the declared value till the end of 10 years from COD, subject to the annual **CUF** remaining minimum of 13.5%, and within +10% and -20% of the declared value of the annual **CUF** thereafter till the end of the PPA term. The lower limit will, however, be relaxable to the extent of Force Majeure events and non-availability of grid during solar generation hours, for evacuation which is beyond the control of the SPD. The annual **CUF** will be calculated every year from 1<sup>st</sup> April of the

year to 31<sup>st</sup> March next year. Relaxation to the non- availability of grid beyond the control of SPD need to be certified by DBRANLU . Further, duly signed hindrance register shall be maintained during the time of execution and O&M.

## 8.2 **Shortfall in Energy Supply**

Subsequent to Project commissioning, if for any Contract Year, except for the first year after Project commissioning, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lower limit of CUF declared by the SPD, the SPD shall be levied penalty @50% of the PPA tariff for the shortfall in energy terms, in accordance with terms of the PPA.

**Kindly consider point 06 in this regard.**

## 9 ***Commissioning of Project***

When the SPD fulfils its obligation under the PPA, he shall be eligible to apply for completion/commissioning certificate. **DBRANLU** shall normally issue to the SPD the completion certificate within one month after receiving any application therefore from the SPD, subject to verification of the documents as per the PPA. For the issuance of commissioning/completion certificate, the following documents will be deemed to form the completion documents:

- a. At least 15 days' prior intimation to **DBRANLU** and the DBRANLU for witnessing the Project's inspection/performance.
- b. Project Completion Report (PCR) containing the detailed checklist for inspection of Rooftop SPV power plants as per **DBRANLU**'s format. (Annexure-D & E)
- c. Photographs of the Project.**

### 9.1 **Early Commissioning:**

The SPD shall be permitted commission the project even prior to SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, however, procurement of such energy from such early commissioned Project will be based on mutual agreement between all the parties i.e. SPD and DBRANLU. In case the DBRANLU agrees to purchase energy from such early commissioned Project prior to SCD, such energy will be purchased by DBRANLU at PPA tariff.

Such intimation regarding consent to procure energy from early commissioned project shall be provided by DBRANLU within 30 days of intimation by the SPD, beyond which it would be considered as deemed refusal.

### 9.2 **Commissioning Schedule and Penalty for Delay in Commissioning**

- a. The **Scheduled Commissioning Date (SCD)** for commissioning of full capacity of the Project shall be the date as on **04 months** from the Effective Date of PPA (for e.g. if Effective Date of the PPA is 07.01.2026, then SCD shall be 07.05.2026).

- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable penalty shall be limited to the date as on **6 months** from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 07.10.2025, then the above deadline for Project commissioning shall be 07.04.2026).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.1.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on pro-rata basis and proportionate to the balance capacity not commissioned.
- d. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated.

## **10 *Operation & Maintenance (O&M) Guidelines to be mandatorily followed by the SPD***

- 10.1 The SPD shall be responsible for all the required activities for successful O&M of the Rooftop Solar PV systems during the entire PPA term from the date of commissioning of the Project.
- 10.2 Following guidelines shall be followed in this regard. In addition, following O&M practices shall be strictly followed.
  - i. O&M of the Project shall be compliant with grid requirements to achieve committed energy generation/CFU.
  - ii. Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.
  - iii. Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It's the responsibility of the SPD to get the modules cleaned during O&M Period.
  - iv. A "hindrance register" shall be maintained to record any issues affecting Project O&M. The same shall be duly signed by both parties of the PPA, recording
  - v. Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine, preventive and breakdown maintenance.
  - vi. Replacement of defective Modules, Invertors/PCUs and other equipment, as and when required, will be carried out within 15 working days from the date of reporting of defect which can be extended based on the site accessibility, etc. as mutually agreed by the two parties.
  - vii. Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer's / supplier's recommendations.
  - viii. All the testing instruments required for Testing, Commissioning and O&M for the

healthy operation of the Plant shall be maintained by the SPD. The testing equipment must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.

- ix. If negligence/ mal-operation on part of the SPD's operator results in failure of equipment, such equipment should be repaired/ replaced by the SPD free of cost.
- x. Co-ordination with **Owner/ UHBVNL/ CEIG** as per the requirement for Joint Meter Reading (JMR) Report. The person-in-charge present at site from the SPD's side shall take a joint meter reading in the presence of rooftop owner on a monthly basis.
- xi. 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 breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- xii. For any issues related to operation & maintenance, a toll-free number shall be made available to the rooftop owner to resolve the same within 72 hours.
- xiii. If any jobs covered in O&M Scope as per RfS are not carried out by the SPD during the O&M period, the DBRANLU shall take appropriate action as deemed fit. **DBRANLU** 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 SPD. Failure to adhere to above guidelines may result in penal action including debarring from participation in next tender.
- xiv. It is up to SPD and DBRANLU to mutually decide on the source and amount of water to be supplied for module cleaning during O&M period.

### **SECTION 3. STANDARD CONDITIONS OF CONTRACT**

#### **11 *Obtaining RFS Documents***

Interested Bidders have to download the official copy of RFS & other documents after login into the E-TENDER HARYANA portal by using the Login ID & Password provided by E-TENDER HARYANA during registration (Refer Annexure-B of the RfS). The Bidder shall be eligible to submit/upload the bid document only after logging into the E-TENDER HARYANA portal and downloading the official copy of RfS. The Bidding documents are available free of cost.

#### **12 *Bid Processing Fees***

Prospective Bidders are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the

Bidder chooses to submit the Bid Processing Fees through NEFT/RTGS (electronic transfer), the Bidder shall submit Bid processing fee through online only on E-Tender Haryana webportal.

**Bids submitted without Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (as applicable) (including partial submission of any one of the respective amounts), may be liable for rejection by DBRANLU.**

## **13 Project Scope & Technology Selection**

Refer Clause 3 of the RfS.

## **14 Not Used**

## **15 Earnest Money**

15.1 Earnest Money Deposit (EMD) of the value as per the table given below shall be submitted by the Bidder online of E-Tender Haryana portal only along with their bid, failing which the bid shall be summarily rejected.

<b>S. No.</b>	<b>Selections of Solar Power Developers for setting up of 250 kWp Grid-Connected Rooftop Solar PV Projects under RESCO Mode through Tariff-based Competitive Bidding at Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana.</b>	<b>Tentative Project Capacity (kW)</b>	<b>EMD value (INR)</b>
1	DBRANLU, Sonepat	250	2,50,000 for contractors \ 1,25,000 for registers societies

### **15.2 Forfeiture of EMD:**

The BG towards EMD shall be encashed by **DBRANLU** in following cases:

- a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, the DBRANLU offers to execute the PPA with the Successful Bidder and if the Successful Bidder does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the Bidder as part of response to RfS are misleading or misrepresented in any way;
- d. If the Bidder fails to furnish required PBG/POI/Insurance Surety Bond in accordance with Clause 16 of the RfS.

## **16 Performance Bank Guarantee**

16.1 Bidders selected by **DBRANLU** based on this RfS shall submit the PBG to the DBRANLU, a Performance Guarantee for a value **@ INR 2500/kW (Indian Rupees xxx Thousand xxx xxxx xxxx Only), corresponding to the cumulative project capacity for which the PPA is being signed** prior to signing of the PPA. It may be noted that Successful Bidder shall submit the Performance Guarantee according to the Format 7.3D with a validity period up to (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project.

16.2 Performance Bank Guarantee (PBG) will be issued in favor of **DBRANLU**.

Note: The PBG is required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the **SPV** incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the **SPV**, prior to signing of PPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the **SPV** accepting the said Project from the Successful Bidder.

- 16.3 The SPD shall furnish the PBG from an Indian branch of a **Nationalized/Scheduled Bank** as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee. In case of the Project being implemented through an **SPV** incorporated by the successful bidder, the PBG shall be furnished in the name of the **SPV**, except for the case as indicated in Clause 32.4 of the RfS.
- 16.4 The format of the Bank Guarantee prescribed in the Formats 7.3 A (EMD) and 7.3 D (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the PBG and consequently, the Project. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.
- 16.5 The selected Bidder for the Project selected based on this RfS is required to sign PPA with the DBRANLU within the timeline as stipulated in Clause 18 of the RfS. In case, the DBRANLU Organization offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by **DBRANLU** from the Bank Guarantee/POI/Insurance Surety Bond available with DBRANLU (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- 16.6 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 16.7 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs.
- 16.8 After the bidding process is over, **DBRANLU** shall release EMD of the unsuccessful Bidders within 15 days after the issuance of LoA(s) to the Successful Bidder(s). The EMD of the successful Bidder(s) shall be released subsequent to submission of PBG by them to **DBRANLU**. The PBG of SPD shall be returned to them, after successful commissioning of their Project as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 of the RfS.
- 16.9 The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)/ Insurance Surety Bond”.

## **17 Service Charges (Deleted)**

## **18 Power Purchase Agreement (PPA)**

18.1 The DBRANLU shall enter into Power Purchase Agreements (PPA) with Successful bidder selected based on this RfS. A copy of standard PPA to be executed between the two parties is available on the **E-TENDER HARYANA Portal** and also on **DBRANLU website**. The PPA shall be signed within 60 days from the date of issue of Letter of Award (LoA), if not extended by DBRANLU. (*For e.g. If the LoA is dated 01-10-2025, then the last date of signing of PPA shall be 30-12-2025*). Subsequent extension in this timeline shall be finalized as mutually agreed by the DBRANLU and the SPD. PPA will be executed between DBRANLU and successful bidder. The PPA shall be valid for a period of 25 years from date of commissioning of the Project.

Bidder has to make the complete and careful examinations of feasibility of GCRT plant/capacity estimation as per the load study of buildings and respective regulation of net metering before signing of PPA with DBRANLU .

18.2 **Capacity identification and confirmation:** Subsequent to issuance of LoAs by DBRANLU, only the successful bidder will be allowed to carry out site visits and due diligence of the buildings offered by the DBRANLU and assess the Project sizing and estimated capacity installation under the cumulative capacity awarded for each state/DBRANLU . Within this period, the individual Project size to be set up on each building and the cumulative Project capacity for which PPAs are to be signed, will be finalized by both parties.

18.3 The PPAs shall be valid for a period of 25 years from the date of Project Commissioning, i.e. the Commercial Operation Date, or **COD** of the Project. Any extension of the PPA term beyond this shall be carried out through mutual agreement between the SPD and the DBRANLU.

18.4 The Performance Bank Guarantee as per Clause 16 above shall be submitted by the SPD prior to signing of PPA. Before signing of PPA, **DBRANLU** will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage, it is found that the documents furnished by the SPDs are false/ misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

**DBRANLU** will issue necessary go-ahead for signing of PPA, upon verification of compliance of pre-requisites by the SPD as brought out above. The PBG will be required to be submitted to **DBRANLU** for verification. Checklist for submission of necessary documents/ charges/ PBG is placed at Annexure-C1 of the RfS.

**DBRANLU** shall facilitate the PPA signing process and will bear no responsibility whatsoever on account of non-availability of indicated buildings and/or non-execution of PPA for any particular building.

## **19 Debarment of Successful Bidder/ SPD**

In case the Selected Bidder fails to enter into the Power Purchase Agreement (PPA) with the DBRANLU within the prescribed timeline, for reasons attributable solely to the

Successful Bidder, **DBRANLU** reserves the right to debar the Bidder, including its Parent, Ultimate Parent, Group Company, Subsidiaries, and Affiliates, from participating in any future tenders issued by **DBRANLU** for a minimum period of three years from the date of issuance of the debarment notice.

This debarment shall be without prejudice to any other legal rights or contractual remedies available to the **DBRANLU** under the tender conditions or applicable law.

## **20 Shareholding by Project Promoter**

- 20.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the SPD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with DBRANLU.
- 20.2 No change in the controlling shareholding of the Bidding Company shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

- i. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.
- iv. Transfer of shares within the members of Immediate Promoter Group only.
- v. Transfer of shares to IEPF.
- vi. Issue of Bonus Shares.
- vii. Transfer of shares within the group companies due to merger/amalgamation subject to court approval.

- 20.3 In case of Project being executed through SPVs: The Selected Bidder executing the Project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 20.4 In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more

than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- 20.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- 20.6 Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to **DBRANLU** and the DBRANLU Organization.

## **21 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS**

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure-B. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

- i. Covering Letter as per **Format 7.1**.
- ii. In case of Company, Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder
- iii. In case of Proprietorship, Consent letter/ Self declaration on the letterhead of the bidder from the Owner of the Sole Proprietorship/ Proprietorship firm committing 100% (One Hundred Percent) of the equity requirement for the Project.  
In case of Limited Liability Partnership and Partnership Firm, Power of Attorney in the name of Authorised Signatory issued by all the Partners and consent letter/ self-declaration on the letterhead of the bidder signed by all the Partners committing 100% (One Hundred Percent) of the equity requirement for the Project.
- iv. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
- v. Undertaking regarding no willful default and no major litigation pending as per **Format 7.7**.
- vi. A disclosure statement as per **Format 7.8/ 7.8A** regarding participation of any related companies in the bidding process.
- vii. Covering letter for the financial bid as per **Format 7.9**.
- viii. Attachments
  - i. In case of Company, Memorandum of Association, Article of Association of the

Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

In case of LLP and Partnership, LLP Agreement or Partnership deed shall be submitted highlighting the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company/ any member of the bidding consortium, at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of PPA.

ii. Certificate of Incorporation of Bidding Company

In case of proprietorship, the Bidder shall submit a copy of GST registration, PAN card, proprietorship registration certificate under shop and establishment act (if available).

In case of Limited Liability Partnership, the Bidder shall submit a copy of Certificate of Incorporation under Limited Liability Partnership Act 2008 or equivalent law/act of respective state, GST registration, PAN card.

In case of Partnership, the Bidder shall submit copy Certificate under Indian Partnership Act, 1932 or equivalent law/act of respective state, GST registration, PAN card.

- iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/Company Secretary as on a date within 30 days prior to the last date of bid submission. **DBRANLU** reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- iv. Certified copies of annual audited accounts for the last financial year, i.e. FY **2024-25**, or provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (as applicable), shall be required to be submitted.

- v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

## **22 *Important Notes and Instructions to Bidders***

22.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

22.2 The Bidder shall be shortlisted based on the declarations made by them in relevant schedules of RfS.

22.3 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, **DBRANLU** reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI/Insurance Surety Bond provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

22.4 If the event specified at Clause 22.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

i. Prior to the commissioning of the project: If the concealment of material information, misrepresentation, or misleading statement is discovered before the project is commissioned, the Bank Guarantee/POI/Insurance Surety Bond submitted up to that stage shall be en-cashed by **DBRANLU** and the PPA shall be terminated with immediate effect. Further, the Bidder shall bear sole responsibility for any consequences arising from this termination.

ii. Subsequent to the commissioning of the project: If the concealment, misrepresentation, or misleading statement is discovered post-commissioning, it shall constitute as SPD's Event of Default as per Article 12.1 of the PPA. The applicable provisions and penalties specified under the Event of Default clause in the PPA shall be enforced by **DBRANLU**.

In both scenarios, the Bidder shall remain fully liable for any consequences arising from their actions, as outlined in Clause 22.3 and 22.4.

22.5 Response submitted by the Bidder shall become the property of the **DBRANLU** and **DBRANLU** shall have no obligation to return the same to the Bidder.

22.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

22.7 The response to RfS shall be submitted as mentioned in Clause 21 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, **DBRANLU** reserves the right

to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

- 22.8 All the information should be submitted in English language only. In case of bidders or their foreign affiliate having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 22.9 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 22.10 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by **DBRANLU**.
- 22.11 Response to RfS not submitted in the specified formats will be liable for rejection by **DBRANLU**.
- 22.12 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 22.13 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of **DBRANLU** of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- 22.14 Only **Sonepat Courts** shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 22.15 All the financial transactions to be made with **DBRANLU** including success charges, delay charges, and any additional charges (if required), shall attract applicable GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

## **23** ***Non-Responsive Bid***

The response to RfS submitted by the bidder along with the documents submitted **online** to **DBRANLU** shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non - responsive”:

- (a) Non-submission of the requisite Bid Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-Commercial Bid.
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

- (f) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (g) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

## ***24 Method of Submission of Response to RfS by the Bidder***

### **24.1 Documents to be Submitted Offline (in Original) (Deleted)**

### **24.2 Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-B of the RfS. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the forms.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, <https://www.etender.hry.nic.in> which should contain the following:

#### **I. Technical Bid (First Envelope) (Online Only)**

The Bidder shall upload single technical bid containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- a. Formats - 7.1, 7.2 (if applicable), 7.3 A/7.3 B/7.3 C, 7.4, 7.5 (if applicable), 7.6, 7.7, and 7.8/7.8A as elaborated in Clause 21 of the RfS.
- b. All attachments elaborated in Clause 21 of the RfS,: Attachments, with proper file names.
- c. All supporting documents regarding meeting the eligibility criteria.

**The Bidder will have to fill the Electronic Form provided at the E-TENDER HARYANA portal as part of Technical Bid.**

#### **II. Financial Bid (Second Envelope) (Online Only)**

##### **a) Bidding Parameter:**

- i. A single levelized tariff for a single Project, as a bidding parameter: Under this RfS, the bidding parameter shall be the tariff quoted by the Bidder for that Project, i.e., a fixed tariff in Rs./kWh for the term of the PPA.

- ii. The above tariff-fixed for the term of the PPA-shall include all costs related to the Scope of Work as per the RfS and obligations of the SPD under the PPA. The Bidder shall quote for the entire facilities on a “single responsibility” basis such that the tariff covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (25 years), inclusive of all taxes. The fixed tariff should be quoted while accounting for the cost of grid-connectivity and net metering application/ security deposit etc. All costs associated with net-metering will have to be borne by the successful Bidder/SPD.
- iii. The tariff shall remain firm and fixed and shall be binding on the Successful Bidder/SPD for the Term of the PPA irrespective of actual cost of execution of the Project. No escalation on the tariff will be granted for any reason whatsoever. The SPD shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- iv. The fixed tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation/adjustment shall be payable by the DBRANLU . However, statutory variation of taxes and duties may be paid by the DBRANLU .
- v. **only a single tariff bid for that entire Project capacity, shall have to be filled online in the Electronic Form provided at the [E-TENDER HARYANA portal](#). The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.**

vi. **Important Note:**

- (a) In case the Bidder submits the online documents on [E-TENDER HARYANA](#) within the bid submission deadline failing which the online bid of the Bidder may not be opened and may be ‘archived’ on the [E-TENDER HARYANA portal](#). Similarly, bids submitted offline but without any online submission on [E-TENDER HARYANA portal](#) shall not be opened.

## **25    *Validity of the Response to RfS***

The Bidder shall submit the response to RfS which shall remain valid up to the date as on **12 months** from the last date of bid submission (“Bid Validity”). [DBRANLU](#) reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

## **26    *Bid Preparation Cost***

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. [DBRANLU](#) shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

## **27 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments**

27.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or **through E-tender**. The format for submission of clarifications is available on the portal.

27.2 **DBRANLU** will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and **DBRANLU**'s response will be uploaded in the **E-TENDER HARYANA** portal <https://www.etender.hry.nic.in>, if necessary, amendments, clarifications, elaborations shall be issued by **DBRANLU** which will be notified on **DBRANLU / E-TENDER HARYANA** web site. No separate reply/ intimation will be given for the above, elsewhere.

27.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on **DBRANLU's website**).

27.4 Enquiries/ Clarifications up to award of contract may be sought by the Bidder from following point of contacts in **DBRANLU**:

<u>Name of the Authorized Person of DBRANLU</u>	<u>Contact Details</u>
Sh. Gurdeep Singh	<b>9541084083</b>

## **28 Right of DBRANLU to Reject a Bid**

**DBRANLU** reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage subsequent to bid submission and prior to issuance of LoAs, the processing fee, without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders (if applicable).

**Note:** In the event of cancellation of LoAs prior to signing of PPAs, bid processing fee will not be refunded.

## **29 Post Award Compliances**

Timely completion of all the milestones i.e. signing of PPA, meeting Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. **DBRANLU** shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD by **DBRANLU** for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RfS and PPA must be timely submitted by the SPD.

## **SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS**

Short listing of Bidders will be based on the following Criteria:

### **30 *General Eligibility Criteria***

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

- 30.1 The Bidder shall be a Company or a Limited Liability Partnership , proprietorship as defined.
- 30.2 Bidding Consortium or Joint venture will not be allowed.
- 30.3 Registered Partnership/ Limited Liability Partnership (LLP)/ Proprietorship firms (Governed by the Indian Partnership Act, 1932 or equivalent law/act of respective state) are also allowed to participate under this RfS.
- 30.4 A foreign company cannot participate on a standalone basis or as a member of consortium under this RfS.
- 30.5 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for setting up the Project, and in each case, having at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.
- 30.6 In line with the **O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto**, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
  - i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
  - ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.
  - iii. “Bidder” in this reference, means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
  - iv. “Bidder from a **country which shares a land border with India**” for the purpose of this clause, means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or

v. “Beneficial owner” for the purposes of Clause 36.4. iii. iv. above will be as defined in the referred **OM**, including subsequent amendments and clarifications thereto.

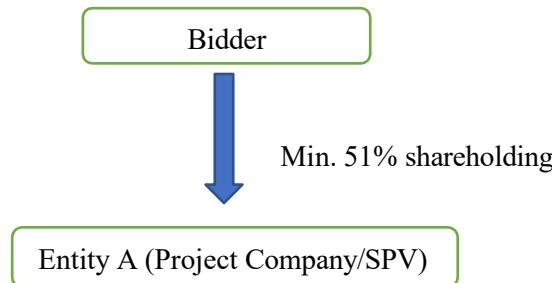
vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.

vii. Other provisions of the referred **OM** dated 23.02.2023, except Sl. 17 of the **OM**, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred **OM**, including subsequent amendments and clarifications thereto.

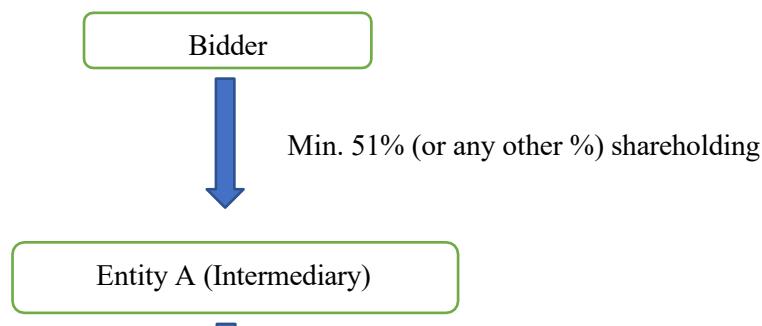
30.7 As on bid submission deadline, the Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect.

30.8 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 30 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



Min. 51% shareholding

Entity B (Project Company/SPV)

**As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.**

### **31 Technical Eligibility Criteria**

- 31.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Project.
- 31.2 Detailed technical parameters for Solar PV projects to be met by SPDs are at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-B. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) under the above Order, valid as on the date of invoicing of such modules.
- 31.3 The Projects shall also comply with the criteria for energy supply as detailed in Clause 8 of the RfS.

### **32 Financial Eligibility Criteria**

#### **32.1 Net-Worth**

- i. The Net Worth of the Bidder should be equal to or greater than **the value as per the table given below**, as on the last date of previous Financial Year, i.e., **FY 2024-25** or as on the day at least 7 days prior to the bid submission deadline.

<b>S. No.</b>	<b>Name of the Project</b>	<b>Project Capacity (kW)</b>	<b>Net-Worth (INR)</b>
1	DBRANLU, Sonepat	250	590 Lakh

- ii. The net worth to be considered for the above purpose will be the cumulative net-worth in case of submission of the bid for more than one project by a bidder. Further, the net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG in case the Bidder(s) fail to do so in accordance with the RfS.

iii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

AND

### 32.2 Liquidity

The bidder should have a Working Capital corresponding to the cumulative number of projects quoted by the Bidder, equal to or greater than **the value as per the table given below** as on the last date of previous Financial Year, i.e., **FY 2024-25** or as on the day at least 7 days prior to the bid submission deadline. If the Bidder's working capital is inadequate, the Bidder should supplement this with a letter from the Bidder's lending institutions/banks/Financial Institutions approved by the Government from time to time, confirming availability of the line of credit for more than or equal to **the value as per the table given below** to meet the working Capital requirement.

S. No.	Name of the Project	Project Capacity (kW)	Working Capital/Line of Credit (INR)
1	Selections of Solar Power Developers for setting up of 250 kWp Grid-Connected Rooftop Solar PV Projects under RESCO Mode through Tariff-based Competitive Bidding at Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana.	250	118 Lakh

The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 32.1 and 32.2 above.

32.3 For the purposes of meeting financial requirements, latest consolidated/ unconsolidated audited annual accounts of the bidding company shall be used. However, in case the bidding Company is seeking qualification on the basis of the financial capability of its Affiliates (fully or partly), then only the unconsolidated audited Annual Accounts of the Affiliate(s) as well as bidding company, as the case may be, shall be used.

32.4 A Company/Consortium would be required to submit annual audited accounts for the last **FY, 2024-25**, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover, working capital certificate (if applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria.

Note: In case of bidder seeking eligibility using credential of foreign Parent/Ultimate Parent/Affiliate entity, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to

the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 32.5 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into **USD** as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 32.4 above.
- 32.6 **Note:** Wherever applicable, audited accounts for the **FY 2024-25** will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of **FY 2024-25** are not available, then audited annual accounts of **FY 2023-24** can be considered.

## **SECTION 5. BID EVALUATION AND SELECTION OF PROJECT**

### **33 *Bid Evaluation***

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

### **34 *Techno-Commercial Evaluation of Bidders (Step 1)***

- 34.1 The first envelope (Techno-commercial Bid submitted online) of only those bidders will be opened by **DBRANLU** whose required documents as mentioned at Clause 21 of the RfS are received by **DBRANLU**.
- 34.2 Documents (as mentioned in the previous clause) received after the bid submission deadline as specified by **DBRANLU**, shall be rejected.
- 34.3 Subject to Clause 21 of the RfS, **DBRANLU** will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, **DBRANLU** may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by **DBRANLU** within 07 (seven) days from the date of such intimation from **DBRANLU**. All correspondence in this regard shall be made through **email/E-TENDER HARYANA portal only**. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. **DBRANLU** shall not be responsible for rejection of any bid on account of the above.
- 34.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

### **35 *Financial Bid Evaluation (Step 2)***

- 35.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “Fixed Tariff”, quoted by the Bidder in the Electronic Form of Financial Bid.
- 35.2 Second Envelope (containing Fixed Tariff) of only those bidders shall be opened whose

technical bids are found to be qualified as per the RfS.

35.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh for Project applied for. **The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only.** If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2.337, then it shall be considered as INR 2.33).

35.4 The maximum tariff to be quoted for each Project is defined below. Financial bids containing tariffs quoted beyond the above limits will be summarily rejected.

S. No./ Project No.	Name of the DBRANLU Organization/ Institute	State/ UT	Tentative Project Capacity (kW)	Ceiling Tariff (INR/kWh)
1	Selections of Solar Power Developers for setting up of 250 kWp Grid-Connected Rooftop Solar PV Projects under RESCO Mode through Tariff-based Competitive Bidding at Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana.	Haryana	250	5.00

35.5 In this step, evaluation will be carried out based on the tariff quoted by Bidders for each project separately.

35.6 On completion of Techno-Commercial bid evaluation, if it is found, only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of **DBRANLU**. Thereafter, **DBRANLU** will take appropriate action as deemed fit.

35.7 Based on the fixed tariff quoted by the bidders, **DBRANLU** shall arrange the bids in the ascending order i.e., L1, L2, L3, etc. (L1 being the lowest quote).

## **36 Selection of Successful Bidder**

36.1 For each project, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as the Successful Bidder. In case of multiple Bidders quoting the L1 tariff, then the ranking among these Bidders shall be done as follow:

- The Bidder who has the highest Net-Worth as per the documents submitted as a part of their bid, shall be considered as L-1.
- If there is also a tie among any of these Bidders, then L-1 will be the Bidder who has quoted the highest **CUF** as per the Format 7.1 submitted as a part of their bid submission.
- If there is also a tie among any of these Bidders, then draw of lots will be conducted.

36.2 There shall be negotiation carried with L-1 or L-2, L-3, if required.

### ***37 Issuance of Letters of Award (LoAs)***

At the end of selection process, Letter of Award (LoA) will be issued to the Successful Bidder identified as per the provisions of Clause 36. If the Successful Bidder, to whom the LoA has been issued does not fulfil any of the conditions specified in Bid document, then **DBRANLU** reserves the right to annul/cancel the award of the Letter of Award of such Successful Bidder.

In all cases, **DBRANLU**'s decision regarding selection of Bidder based on tariff or annulment of tender process shall be final and binding on all participating bidders.

### ***38 Registration in Vendor Management System***

**DBRANLU** will register the Successful Bidder on its Vendor Management System as per the details submitted by the Bidders. Project monitoring shall be carried out by **DBRANLU** through this system.

### ***39 Inspection and Audit by the Government***

The SPD shall permit **DBRANLU** /MNRE/**HAREDA** or any committee constituted by university to inspect its project site, accounts and records relating to the performance of the SPD and to have them audited by auditors appointed by the **DBRANLU** /MNRE/**HAREDA**, if so, required by the **DBRANLU** /MNRE/ **HAREDA** any time during the term of the PPA.

### ***40 Debarment from Participating in **DBRANLU**'s Future Tenders***

40.1 **DBRANLU** reserves the right to carry out the performance review of each Bidder/SPD from the time of submission of Bid. In case it is observed that a bidder/SPD has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RfS, such Bidders may be debarred from participating in **DBRANLU**'s any future tender for a period as decided by the competent authority of **DBRANLU**. Any Project which are already installed or commissioned before the issuance of LoA shall be construed as fraudulent activity in which case Successful bidder(s)/SPD may be debarred from participating in **DBRANLU**'s future tenders for a period as decided by the competent authority of **DBRANLU**. However, such locations, where there are already installed or commissioned Project, may be used for installation of additional capacity with the prior approval of **DBRANLU**.

## **SECTION 6. DEFINITIONS OF TERMS**

**41** *Following terms used in the documents will carry the meaning and interpretations as described below:*

41.1 “**ACT**” or “**ELECTRICITY ACT, 2003**” shall mean the **Electricity Act, 2003** and include any modifications, amendments and substitution from time to time.

41.2 “**AFFILIATE**” shall mean a company that, directly or indirectly,

- i. controls, or
- ii. is controlled by, or
- iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.

41.3 “**B.I.S.**” shall mean specifications of Bureau of Indian Standards (BIS).

41.4 “**BID**” or “**PROPOSAL**” shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by **DBRANLU**.

41.5 “**BIDDER**” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

41.6 “**BIDDING CONSORTIUM**” or “**CONSORTIUM**” shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.

41.7 “**BID CAPACITY**” shall mean aggregate project capacity of the Solar PV Power Project(s) as proposed by the Bidder.

41.8 “**CAPACITY UTILIZATION FACTOR or CUF**” shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for ‘Y’ MW Project capacity,  $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$ .

It may be noted that in the above illustration, the capacity 'Y' MW shall refer to the Contracted Capacity in terms of the PPA.

**41.9 "CEA" shall mean Central Electricity Authority.**

**41.10 "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.

For Bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

**41.11 "DBRANLU/ BUYING ENTITY"** shall mean the organizations as identified by **DBRANLU** for each project, which is authorized to sign the PPA with the SPD, either by itself or through its authorized agency.

**41.12 "COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

**41.13 "COMMERCIAL OPERATION DATE (COD)"** shall mean as defined in PPA.

**41.14 "CONTRACTED CAPACITY"** shall mean the AC capacity in kW/MW contracted with the DBRANLU Organization for supply of power by the SPD to the DBRANLU Organization at the Delivery Point from the Project, based on which the PPA is executed with the DBRANLU Organization.

**41.15 "CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the PPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

- i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31<sup>st</sup> March, and
- ii. Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

**41.16 "CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

**41.17 "CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

41.18 “**DAY**” shall mean calendar day.

41.19 “**EFFECTIVE DATE**” shall mean the date of signing of the Power Purchase Agreement (PPA) executed by both the parties.

41.20 “**EQUITY**” shall mean Net Worth as defined in Companies Act, 2013.

41.21 “**GROUP COMPANY**” of a Company means

- i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

41.22 “**IEC**” shall mean specifications of International Electro-Technical Commission.

41.23 “**INTER-CONNECTION POINT/ DELIVERY/ METERING POINT**” shall be the single point, at a location mutually agreed by the SPD and DBRANLU Organization after conducting necessary feasibility study by the SPD, in line with applicable regulation/ rules where Solar Power is delivered by the SPD from the Project to the DBRANLU Organization.

41.24 “**JOINT CONTROL**” shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

**41.25 “LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”:**

There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

*Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed until 01 (one) year after the Commercial Operation Date (COD) of the Project.*

**41.26 “LETTER OF AWARD” or “LOA”** shall mean the letter issued by **Dr. B.R. Ambedkar National Law University (DBRANLU)** to the Selected Bidder for award of the cumulative Contracted Capacity.

**41.27 “LIMITED LIABILITY PARTNERSHIP” or “LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

**41.28 “MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

**41.29 “MONTH”** shall mean calendar month.

**41.30 “NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.

**41.31 “PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

**41.32 “PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

**41.33 “PROJECT” or “ROOFTOP SOLAR PV PROJECT” or “SOLAR POWER PROJECT”** shall mean a Solar Photovoltaic Project set up on a single rooftop or collection of rooftops having a single or multiple Metering Point(s) with each project size being at least of **10 kW** and above. The Project shall include all units/modules, auxiliaries and associated facilities, structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power.

**41.34 “PROJECT CAPACITY”** shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the Power Purchase Agreement shall be signed.

**41.35 “PROJECT COMMISSIONING”:** The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the commissioning procedures defined in the PPA.

41.36 **“PROJECT DEVELOPER” or “DEVELOPER” or “SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by **DBRANLU** (through a competitive bidding process) {in case of the Successful Bidder/Bidding Consortium itself executing the Project}, or the SPV formed by the selected bidder/consortium for the purpose of setting up of the Project and signing of PPA with the DBRANLU Organization {in case of Project execution through SPV}.

41.37 **“RESCO”** shall mean Renewable Energy Service Companies.

41.38 **“RESCO MODEL”** shall mean a business model where the Project Developer sets up a Rooftop Solar PV Power Project on the rooftop of a building owned by the DBRANLU organization, by obtaining right to access the rooftop/leasing the rooftop with the rooftop owning entity on mutually agreed terms and conditions, and enters into the PPA with **rooftop owner/UHBVNL** others for supply of Solar power for the term of the PPA. The Project Developer is responsible for construction, commissioning, ownership and operation of the Project for the entire term of the PPA at its own risk and cost.

41.39 **“ROOFTOP SOLAR PV” or “SOLAR PV”** shall mean solar PV array/system installed on the flat /inclined roof of the building/elevated platform on metallic or concrete structure minimum 10 feet above ground level/Ground mounted system (in the places where sufficient shadow free rooftop area is not available.) In such instance up to 40% Solar PV array/system capacity can be accommodated on nearby unutilised land subject to the **DBRANLU’s** approval.

41.40 **“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS”** shall mean the “Request for Selection” document issued by DBRANLU including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No. **DBRANLU /C&P/IPP/11/0007/25-26 dated 25.08.2025.**

41.41 **“DBRANLU”** shall mean Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana.

41.42 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 9 of the RfS.

41.43 **“SELECTED BIDDER”** or **“SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output to DBRANLU as per the terms of PPA.

41.44 **“SOLAR PV PROJECT”** or **“SOLAR POWER GENERATING SYSTEM/STATION”** or **“ROOFTOP SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.

41.45 **“TOE”** shall mean Tender Opening Event.

41.46 **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.

41.47 **“WEEK”** shall mean calendar week.

## **SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION**

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfS.

### **Format 7.1**

#### **COVERING LETTER**

*(The Covering Letter should be submitted on the Letter Head of the Bidding Company)*

Ref. No. \_\_\_\_\_

Date:

From: \_\_\_\_\_ *(Insert name and address of Bidding Company)*

Tel.#:

E-mail address#

To

**The Registrar**

**Dr. B.R. Ambedkar National Law University,  
Plot No. 05, Rajiv Gandhi Education City, Rai,  
Sonepat, Haryana – 131029.**

Sub: Response to RfS No. ..... dated ..... for  
.....(insert the name of the RfS)

Dear Sir/ Madam,

We, the undersigned *[Insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to DBRANLU Organization, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly,

we have submitted requisite undertaking as per Format 7.8A in this regard {strike out whichever not applicable}.

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 250 kW, including this response to RfS.

We are submitting RfS for the development of following Project: -

S. No./ Project No.	Name of the DBRANLU Organization	State	Participati on (Yes/No)	Propo sed CUF (%)
1	Selections of Solar Power Developers for setting up of 250 kWp Grid-Connected Rooftop Solar PV Projects under RESCO Mode through Tariff-based Competitive Bidding at Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana.	Haryana		

1. We give our unconditional acceptance to the RfS, dated.....[Insert date in dd/mm/yyyy] and standard PPA document attached thereto, issued by **DBRANLU**. In token of our acceptance to the RfS and PPA along with the amendments and clarifications issued by DBRANLU, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS.
2. Earnest Money Deposit (EMD): - (Please read Clause 15 carefully before filling)

We have submitted EMD of INR ..... (Insert Amount) online on E-tender web-portal,

3. We hereby declare that in the event our Project capacity get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG within due time as mentioned in Clauses 16 & 17 of this RfS and/or we are not able to sign PPA with the DBRANLU Organization within the timeline as stipulated in the RfS for the selected Project, **DBRANLU** shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. Acceptance: -  
We hereby unconditionally and irrevocably agree and accept that the decision made by **DBRANLU** in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect

of this process.

We also unconditionally and irrevocably agree and accept that the decision made by **DBRANLU** in respect of award of Project in line with the provisions of the RfS, shall be binding on us.

**6. 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 response to RfS and execute the PPA with the DBRANLU , in the event of our selection as Successful Bidder.

**7. In case of our selection as the Successful Bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with the DBRANLU, committing total equity infusion in the SPV as per the provisions of RfS.**

**8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.**

**9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from **DBRANLU**.**

**10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.**

**11. We undertake that the onus of locating the buildings/ rooftops and completing the other documentation like finalizing the Project report and entering into agreements with the buildings/ rooftops owners lies with us and that **DBRANLU** does not bear any responsibility in this regard.**

**12. We confirm that all the terms and conditions of our Bid are valid up to a period up to the date as on 12 months from the last date of submission of response to RfS.**

**13. Contact Person**

Details of the representative to be contacted by **DBRANLU** are furnished as under:

Name : .....

Designation : .....

Company : .....

Address : .....

Phone Nos. : .....

Mobile Nos. : .....

E-mail address : .....

**14. We have neither made any statement nor provided any information in this Bid, which to**

the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as our event of default under PPA and consequent provisions of PPA shall apply.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

**FORMAT FOR POWER OF ATTORNEY**

*(Applicable Only in case of Consortiums)*

*(To be provided by each of the other members of the Consortium in favor of the Lead Member)*

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

KNOW ALL MEN BY THESE PRESENTS THAT M/s ..... having its registered office at ....., ...., and M/s ..... having its registered office at....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws of ..... and having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s....., as the Member of the Consortium have executed these presents on this..... day of..... under the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

-----(Signature of person authorized by the board)

Name

Designation

Place:

Date:

Accepted

-----  
(Signature, Name, Designation and Address  
of the person authorized by the board of the Lead Member)

Attested

-----  
(Signature of the executant)

-----  
(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.

**Format 7.3A**

**FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT  
(EMD)**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

EMD will be deposited in online mode on E-tender website only.

**Format 7.3 B**

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU  
OF BG TOWARDS EMD) **(Deleted)**

**Format 7.3C**

**FORMAT OF INSURANCE SURETY BOND TOWARDS EMD**

**(Deleted)**

## **Format 7.3 D**

### **FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

*(To be submitted separately for each Project)*

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Solar Power Developer' or 'SPD') submitting the response to RfS inter alia for ..... [*Insert title of the RfS*] of the capacity of..... kW, at ..... [*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated..... issued by Dr. B.R. Ambedkar National Law University (hereinafter referred to as DBRANLU) and DBRANLU considering such response to the RfS of

..... [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Solar Power Developer and issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_\_ (*Insert Name of selected Solar Power Developer*) as per terms of RfS and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into with \_\_\_\_\_ [*Insert name of the Buying Entity*], for purchase of Power [from selected Solar Power Developer or a Project Company, M/s \_\_\_\_\_ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the \_\_\_\_\_ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to DBRANLU at \_\_\_\_\_ [*Insert the address of DBRANLU*] forthwith on demand in writing from DBRANLU or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees \_\_\_\_\_ [Total Value] only, on behalf of M/s \_\_\_\_\_ [*Insert name of the selected Solar Power Developer/Project Company*]

This guarantee shall be valid and binding on this Bank up to and including ..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations 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 INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only).

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

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

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

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to **DBRANLU** and may be assigned, in whole or in part, (whether absolutely or by way of security) by **DBRANLU** to any entity to whom **DBRANLU** is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if **DBRANLU** serves upon us a written claim or demand. **DBRANLU** shall be entitled to invoke this Guarantee till \_\_\_\_ [*Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause 16 of this RfS*].

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
Power of Attorney No.: \_\_\_\_\_  
For  
\_\_\_\_\_ *[Insert Name and Address of the Bank]* \_\_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:  
Banker's Stamp and Full Address.

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

Witness:

1. ....

Signature  
Name and Address

2. ....

Signature  
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by an Indian branch of a Scheduled Commercial Bank listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of Bank Guarantee.

**Format 7.3 E**

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC**  
**(IN LIEU OF PBG)**

(Deleted)

**Format 7.3F**

**FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY**

(Deleted)

## **Format 7.4**

### **FORMAT FOR BOARD RESOLUTIONS**

The Board, after discussion, at the duly convened Meeting on..... [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

**1. RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. \_\_\_\_\_ for \_\_\_\_\_ (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to **Dr. B.R. Ambedkar National Law University (DBRANLU), representing us in all matters before DBRANLU, and generally dealing with DBRANLU** in all matters in connection with our bid for the said Project. (*To be provided by the Bidding Company or the Lead Member of the Consortium*)

**2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (*To be provided by the Bidding Company*)

**FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project.

**Certified True Copy**

---

**(Signature, Name and Stamp of Company Secretary)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in

compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

**Format 7.5**

**FORMAT FOR CONSORTIUM AGREEMENT**

**(Deleted)**

## **Format 7.6**

### **FORMAT FOR FINANCIAL REQUIREMENT**

*(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)*

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_  
From: \_\_\_\_\_ *(Insert name and address of Bidding Company)*

Tel.#: \_\_\_\_\_

E-mail address#

**To**

**The Registrar**

**Dr. B.R. Ambedkar National Law University,  
Plot No. 05, Rajiv Gandhi Education City, Rai,  
Sonepat, Haryana – 131029.**

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We certify that the Bidding Company is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs..... Cr. (..... in words) as on the last date of Financial Year 2024-25 or as on the day at least 7 days prior to the bid submission deadline.

This Net Worth has been calculated in accordance with instructions provided in Clause 32.1 of the RfS.

#### **Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

<b>Name of Bidding Company</b>	<b>Name of Affiliate(s) whose net worth is to be considered</b>	<b>Relationship with Bidding Company*</b>	<b>Net Worth (Rs. Crore)</b>
<b>Company 1</b>			
<b>Total</b>			

*\*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary*

*evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

**Exhibit (ii): Applicable in case of Bidding Consortium**

**Exhibit (i): Applicable in case of Bidding Company**

For the above calculations, we have considered Working Capital by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Working Capital is to be considered	Relationship with Bidding Company*	Working Capital (Rs. Crore)
Company 1			
<b>Total</b>			

*\*The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of CA)**

**Membership No.**

**Regn. No. of the CA’s Firm:**

**UDIN:**

**Date:**

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

**Format 7.7**

**UNDERTAKING**

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to **Dr. B.R. Ambedkar National Law University**, in respect to our response to RfS vide RfS No. \_\_\_\_\_ dated \_\_\_\_\_, that as on \_\_\_\_\_ (Insert bid submission deadline), M/s \_\_\_\_\_ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on \_\_\_\_\_ (insert bid submission deadline), M/s \_\_\_\_\_ (insert name of the Bidder) & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, **any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.**

(Name and Signature of the Authorized Signatory)



## **Format 7.8**

### **FORMAT FOR DISCLOSURE**

(To be submitted on the Letter Head of the Bidding Company)

#### **DISCLOSURE**

Ref. No. \_\_\_\_\_

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

From: \_\_\_\_\_ (*Insert name and address of Bidding Company*)

---

---

Tel.#:

E-mail address# **To**

**To,**

**The Registrar**

**Dr. B.R. Ambedkar National Law University,  
Plot No. 05, Rajiv Gandhi Education City, Rai,  
Sonepat, Haryana – 131029.**

Sub: Response

to RfS No.

\_\_\_\_ dated \_\_\_\_ for

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ dated \_\_\_\_ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect Control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium),

including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by **DBRANLU** for a period of 2 years from the date of default as notified by **DBRANLU**.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 30.4 of the RfS, and are complying with the requirements as per the referred **OM** dated 23.02.2023 except Sl.17 of the **OM**, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, **DBRANLU** shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for \_\_\_\_\_(Enter the name of the RfS).

We further understand that the solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) as published by MNRE and valid as on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

## **Format 7.8 A**

## **FORMAT FOR DISCLOSURE**

*(To be submitted on the Letter Head of the Bidding Company)*

*(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)*

## **DISCLOSURE**

Date:

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

Tel. #:

E-mail address#

To

Dr. B.R. Ambedkar National Law University,  
Plot No. 05, Rajiv Gandhi Education City, Rai,  
Sonepat, Haryana – 131029.

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s \_\_\_\_\_ (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. \_\_\_\_\_.

We undertake that M/s \_\_\_\_\_ (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s \_\_\_\_\_ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s \_\_\_\_\_ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, M/s \_\_\_\_\_ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No

other entity has a direct/indirect Control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by **DBRANLU** for a period of 2 years from the date of default as notified by **DBRANLU**.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 30.4 of the RfS, and are complying with the requirements as per the referred **OM** dated 23.02.2023 except Sl. 17 of the **OM**, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, **DBRANLU** shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for \_\_\_\_\_ (Enter the name of the RfS).

We further understand that the solar PV modules and solar PV cells used in the Projects under this RfS shall be from the models and manufacturers included in ALMM List-I (for solar PV modules) and ALMM List-II (for solar PV cells) as published by MNRE and valid as on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

**Annexure to Format 7.8/7.8A**

**DECLARATION**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**

**MoF OM No 7/10/2021-PPD(1) dated 23.02.2023**

*(To be submitted on the Letter Head of the Bidding Company)*

Ref. No. \_\_\_\_\_

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

From: \_\_\_\_\_ *(Insert name and address of Bidding Company)*

\_\_\_\_\_  
Tel.#:

E-mail address#

To

Dr. B.R. Ambedkar National Law University,  
Plot No. 05, Rajiv Gandhi Education City, Rai,  
Sonepat, Haryana – 131029.

Sub: Response to the RfS No.....dated .....

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 7/10/2021-PPD(1) dated 23.02.2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory.

Enclosure: OM dated 23.02.2023, as referred above

## **Format 7.9**

### **FORMAT FOR SUBMISSION OF FINANCIAL BID**

*(The Covering Letter should be submitted on the Letter Head of the Bidding Company)*

Ref. No. \_\_\_\_\_

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

From: \_\_\_\_\_ *(Insert name and address of Bidding Company)*

\_\_\_\_\_

Tel.#:

E-mail address#

To

**Dr. B.R. Ambedkar National Law University,  
Plot No. 05, Rajiv Gandhi Education City, Rai,  
Sonepat, Haryana – 131029.**

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

I/ We, \_\_\_\_\_ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ firm for a cumulative capacity of \_\_ kW as Bidder for the above.

I/We have applied for Project to be set up in..... under this RfS.

I/We agree that this offer shall remain valid for a period up to the date as on 12 months from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

**Notes:**

1. *For each DBRANLU /Project, there can be only one tariff for the cumulative Project capacity applied for by the Bidder. If the bidder quotes two tariffs or combination thereof for the Project for a single state, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5. *Tariff should be in Indian Rupee up to two decimal places only.*
6. *If the Bidder submits the financial bid containing tariff higher than the limits prescribed at Clause 35.4 for a particular DBRANLU, the bid shall be summarily rejected.*

**TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER  
COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS**

The Project selected under the RfS shall strictly adhere to the Central Electricity Authority/**HERC** (Technical Standards for Connectivity to the Grid) Regulations, 2007, as amended vide the Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019 or **HERC regulations** and subsequent amendments and clarifications.

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

**1. SPV MODULES**

- a. The SPV modules used in the grid solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

- b. In addition, SPV modules must qualify to IEC 61730 for safety qualification testing at 1000 V DC or higher. The modules to be used in a highly corrosive atmosphere throughout their lifetime must qualify to IEC 61701.

**2. POWER CONDITIONERS/ INVERTERS**

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Indian Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/ IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4 & other relevant parts of IEC 61000
Electrical Safety	IEC 62103/ 62109-1&2
Anti-Islanding Protection	IEEE1547/ IEC 62116/ UL1741 or equivalent BIS Standards

**3. OTHER SUB-SYSTEMS/ COMPONENTS**

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for

ensuring Expected Service Life and Weather Resistance. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS EN 50618:2014/2pfg 1169/08.2007 for service life expectancy of 25 years.

#### **4. AUTHORIZED TEST CENTRES**

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centers in India. In case of module types like Thin Film and CPV/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

#### **5. WARRANTY**

- PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 95% at the end of 10 years and 90% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

#### **6. IDENTIFICATION AND TRACEABILITY**

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- i. Name of the manufacturer of PV Module
- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m<sup>2</sup>, AM 1.5, 250C)
- vi. Wattage, Im, Vm and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

#### **7. PERFORMANCE MONITORING**

All grid solar PV power projects must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters

and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to DBRANLU or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to DBRANLU or any other designated agency to the remote monitoring portal of the power plants on a 24x7 basis.

## **8. SAFE DISPOSAL OF SOLAR PV MODULES**

The developers will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. They will also ensure that all Solar PV modules and ESS components, if any, from their plant after their ‘end of life’ (when they become defective/ non-operational/ nonrepairable) are disposed of in accordance with the “e-waste (Management and Handling) Rules, 2011” notified by the Government and as revised and amended from time to time.

## **9. CAPACITY OF SOLAR PV PROJECTS**

- i. The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

S. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	250 kWp	250 kWp	250 kWp	250 kWp

- ii. Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for injection of energy at the delivery point to comply with the committed energy to be supplied under the PPA is allowed.

**SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING**  
**Instructions to bidder on Electronic Tendering System**

**These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

**1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders' process online are required to get registered on the centralized E-Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

**2. Obtaining a Digital Certificate:**

**2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

**2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.

**2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

<https://etenders.hry.nic.in>

**2.4** The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

**2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

**2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

**2.7** In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

**2.8** The same procedure holds true for the authorized users in a private/Public limited company.

In this case, the authorization certificate will have to be signed by the directors of the company.

**3      Opening of an Electronic payment :**

For purchasing the tender documents online, bidders are required to pay the tender documents fee online using the electronic payments gateway service. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>

**4      Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://etenders.hry.nic.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

**5      Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>.

**6      Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

**7      Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**8      Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee, EMD fees.**

**8.1**   The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

Hence, the bidders have to provide information and credentials related to manual payment submission at single portal e - Procurement system, under Technical Envelope of the respective tenders.

**8.2**   The bidders shall **upload** their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall **quote** the prices in price bid format.

**NOTE:-**

**(A)   Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.**

**(B) For help manual please refer to the ‘Home Page’ of the eProcurement website at <https://etenders.hry.nic.in>, and click on the available link ‘How to...?’ to download the file.**

1. The agency shall get the bank Guarantee of Earnest Money verified from the concerned issuing bank branch and submit the Confirmation letter of Bank Guarantee alongwith the bank Guarantee. The Confirmation letter should contain the land line telephone no. Fax No. of the issuing Bank branch and land line telephone No. Fax No., of the regional office of the Bank. The Bank Guarantee should contain full names & designation of the two officers signing the Bank Guarantee alongwith their code number.

Registrar,  
DBRANLU, Sonepat

**Annexure-C**

**TENTATIVE DETAILS OF BUILDINGS UNDER EACH DBRANLU ORGANIZATION**

**The building details are attached separately with the RfS document.**

## **Annexure-C1**

### **CHECKLIST FOR SUBMISSION OF DETAILS/DOCUMENTS FOR SIGNING OF THE PPA**

1	LoA No.
2	Date of Issuance of LoA
3	Name of Successful Bidder
4	Awarded Capacity (MW)
5	Proposed SPV for signing of PPA, if applicable
6	CIN of SPV, if applicable
7	Registered office Address of Company executing the PPA
8	Address for Sending Notice under PPA
9	<b>Details of Payment of Success Charges (1<sup>st</sup> and 2<sup>nd</sup> Installment)</b>
10	Performance Bank Guarantee
11	Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI/Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS. <i>[Not required if requisite documents already submitted at the bidding stage]</i>
12	Latest Shareholding Certificate of the Bidding Company, duly certified by a practicing CA/CS
13	Copy of the Certificate of Incorporation of the company executing the PPA
14	The details of promoters and their shareholding in the SPD (company executing the PPA), duly certified by the practicing CA/CS
15	Copy of Memorandum of Association (MoA) of the SPD (company executing the PPA) highlighting the object clause related to generation of Power/Energy/Renewable Energy/Solar Power Plant development <i>(applicable only in case PPA is being executed through SPV)</i>
16	Board Resolution from Successful Bidder towards execution of project through SPV and committing total equity infusion in the SPV as per the provisions of RfS <i>(if PPA is to be executed through SPV)</i>
18	Board Resolution from SPV for execution of the Project awarded to the Successful Bidder <i>(if PPA is to be executed through SPV)</i>
19	Board Resolution from SPD for authorization of signing PPA and subsequent relevant documents

## **Annexure-D**

### **CHECKLIST FOR COMPLETION**

Documents against Completion of Project

Name of successful bidder: \_\_\_\_\_

Allocated Capacity: \_\_\_\_\_ kWp

Allocation letter No.: \_\_\_\_\_

Sanction letter No.: \_\_\_\_\_

Name of Beneficiary: \_\_\_\_\_

Installed Capacity: \_\_\_\_\_ kW

S. No	Documents	Yes/No	Page No.
1	Copy of Inspection report along with the required documents as per <b>DBRANLU</b> format		
2	Copy of CEIG Certificate		
3	Copy of Beneficiary/DBRANLU Completion certificate as per Annexure (Mandatory when date of inspection is after date of commissioning)		
4	Solar PV plant Insurance Cover		
5	Net Metering Installation report/Intimation to <b>UHBVNL /NOC</b> from <b>UHBVNL</b> regarding plant connectivity approval		
6	JMR (Generation Data Certificate) from the date of Commissioning as certified by the DBRANLU/ rooftop owner till the date inspection will also be needed for declaring the commissioning of the Rooftop Solar Power Plant if the inspection of the plant is carried out after the SCD.		

Signature

(Authorized Signatory)

**Annexure-E**

**BENEFICIARY COMMISSIONING/COMPLETION REPORT FOR GRID  
CONNECTED SOLAR PHOTOVOLTAIC POWER PLANT**

Certified that a Grid Connected SPV Power Plant of ..... kWp capacity has been installed and commissioned at the site ..... District ..... of ..... which has been installed and commissioned by M/s ..... on ..... The system is as per **DBRANLU** RfS No: ..... dated ..... and its subsequent amendment and clarifications specifications. The system has been checked for its performance on ..... and the plant made operational.

Signature of DBRANLU 's

Representative, Date & Seal

## **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:

<b>Solar PV Modules/Panels</b>	
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 (NH3) 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
<b>Solar PV Inverters</b>	
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

<b>Fuses</b>	
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 Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests
IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems
<b>Surge Arrestors</b>	
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
<b>Cables</b>	
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
<b>Earthing /Lightning</b>	
IEC 62561 Series (Chemical earthing) (as applicable)	IEC 62561-1 Lightning protection system components (LPSC) - Part 1: Requirements for connection components IEC 62561-2 Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes IEC 62561-7 Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds
<b>Junction Boxes</b>	
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
<b>Energy Meter</b>	

As specified by the UHBVNL	As per specification of UHBVNL
<b>Solar PV Roof Mounting Structure</b>	
IS 2062/IS 4759	Material for the structure mounting

**SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

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

**1 DEFINITION**

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

**1.1 SOLAR PHOTOVOLTAIC MODULES:**

1.1.1 The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Monoperc Bifacial Topcon 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) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- c) PV modules must be tested and approved by one of the IEC authorized test centers.
- d) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
- e) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. **DBRANLU**/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 positive tolerance in range of 5 watt.

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.

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

1.1.3 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

#### 1.1.4 Warranties:

##### a) Material Warranty:

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

##### b) Performance Warranty:

- i. 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.

## 1.2 ARRAY STRUCTURE

- a) Hot dip galvanized (Mild Steel) 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 Delhi-wind speed of 150 km/hr.). 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 **DBRANLU**. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminum structures also can be used which can withstand the wind speed of respective wind zone. Protection towards rusting need to be provided either by coating or anodization.

- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- f) Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- g) The minimum clearance of the structure from the roof level should be 300 mm, for RCC type roof.
- h) Ballast type structures can be used only for plants for capacity more than 40 kWp.

### 1.3 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 JBs shall be such that input & output termination can be made through suitable cable glands.
- b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthings. 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.

### 1.4 DC DISTRIBUTION BOARD:

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

### 1.5 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.
- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) Should conform to Indian Electricity Act and rules (till last amendment).
- h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, 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	+/- 5 Hz

#### **1.6 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.

#### **1.7 PCU/ Inverter:**

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

Switching devices	IGBT/MOSFET
Control	Microprocessor /DSP
Nominal AC output voltage and frequency	415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
Output frequency	50 Hz
Grid Frequency Synchronization range	+/- 5 Hz
Ambient temperature considered	-20° C to 50° C
Humidity	95 % Non-condensing
Protection of Enclosure	IP-54(Minimum) for indoor. IP-65(Minimum) for outdoor.
Grid Frequency Tolerance range	+/- 5 Hz
Grid Voltage tolerance	-0.2 to 0.15
No-load losses	Less than 1% of rated power
Inverter efficiency(minimum)	>93% (In case of 10 kW or above with in-built galvanic isolation) >97% (In case of 10 kW or above without in-built galvanic isolation)
Inverter efficiency (minimum)	> 90% (In case of less than 10 kW)
THD	< 3%
PF	> 0.9

- a) Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but in case of less than 10kW single phase inverter can be used.
- 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) Successful Bidder shall be responsible for limiting dc injection into the grid and load as per the CEA/state regulations.
- g) 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.

- h) 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.
- i) The MPPT units environmental testing should qualify IEC 60068-2 (1, 2, 14, 30)/ Equivalent BIS std. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- j) 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.

## **2 INTEGRATION OF PV POWER WITH GRID:**

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

## **3 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 Tri Vector Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. TVM 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 / **DBRANLU** 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 interval (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.

#### **4 TRANSFORMER “IF REQUIRED” & METERING**

- a) 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, as per applicable IS or IEC Standard.
- b) The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- c) The bidder must take approval/NOC from the UHBVNL for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to **DBRANLU** before commissioning of SPV plant.
- d) Reverse power relay shall be provided by bidder (if necessary), as per the local UHBVNL requirement.

#### **5 POWER CONSUMPTION**

- a) 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 **DBRANLU** or MNRE/**HAREDA**. Decisions of appropriate authority like

UHBVNL, state regulator may be followed.

## 6 PROTECTIONS

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

### 6.1 LIGHTNING PROTECTION

- a) The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.
- b) The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per NFC 17-102:2011 standard. The protection against induced high-voltages shall be provided by the use of SPD type II and suitable earthing such that induced transients find an alternate route to earth.

### 6.2 SURGE PROTECTION

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

### 6.3 EARTHING PROTECTION

- a) Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-2018.
- b) In addition, the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/DBRANLU as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- c) 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.

### 6.4 GRID ISLANDING:

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

and over voltage conditions shall also be provided.

- b) A manual disconnect 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.

## 7 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:  $-10^{\circ}\text{C}$  to  $+80^{\circ}\text{C}$
- 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 to the minimum (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/Aluminum 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 the SPV 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  $4.0 \text{ mm}^2$  copper; the minimum AC cable size shall be  $4.0 \text{ mm}^2$  copper. In three phase systems, the size of the neutral wire size shall be equal or half 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 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.

- xviii. The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.
- xix. The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%.

## 8 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 10kW	240V – single phase or 415V – three phase at the option of the consumer
Above 10kW and up to 100kW	415V – three phase
Above 100kW	At HT/EH level(11kV/33kV/66kV) as per UHBVNL rules

- a) The maximum permissible capacity for rooftop for a single net metering point shall be as per existing regulatory policies.
- b) Utilities may have voltage levels other than above, UHBVNLS may be consulted before finalization of the voltage level and specification be 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 SPV bidders.

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

## 10 DANGER BOARDS AND SIGNAGES

- a) 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 **DBRANLU/ owner**.

## 11 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.

## **12 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 **DBRANLU/owners** before progressing with the installation work

## **13 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 **DBRANLU/Owner** for approval.
- b) **DBRANLU** 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 shall submit three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

## **14 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

## **15 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 **UHBVNLS**.

## **16 SAFETY MEASURES:**

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

## **17 DISPLAY BOARD**

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

- a. Plant Name, Capacity, Location, Date of commissioning, estimated Power generation.
- b. Financial Assistance details from **DBRANLU/MNRE/HAREDA**/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 successful bidder.
- c. The size and type of board and display shall be approved by Engineer-in-charge before site inspection.

Please refer **Annexure-F** for IEC standards to be mandatorily adhered.

**INTIMATION TO UHBVNL FOR IMPLEMENTATION OF GRID CONNECTED  
ROOFTOP SOLAR PV PLANT UNDER \_\_\_\_\_**

To,

Date:

(Designated Officer, **UHBVNL**)

1	Name of SPD/Implementing Agency	
2	Name of the Consumer*	
<b>Site Details*</b>		
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	<input checked="" type="radio"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input checked="" type="radio"/> 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 checked="" type="radio"/> 415 V <input checked="" type="radio"/> 11 kV <input checked="" type="radio"/> above 11 kV
11	Nearest Transformer Details	Location: Capacity:
12	Details of Inverter with Anti-Islanding Protection* Phase (Φ): Galvanic Isolation	Make: Capacity: <input checked="" type="radio"/> Single phase <input type="checkbox"/> 3-Phase <input checked="" type="radio"/> Inside Inverter <input type="checkbox"/> Outside Inverter
14	Both AC and DC components of the SPV power plants Earthed*: <input type="checkbox"/>	
15	CEIG Inspection required*	<input checked="" type="radio"/> Yes <input checked="" type="radio"/> No
16	If, Yes, Inspection date * (Attach copy of CEIG)	

	Certificate)	
18	Bank Account details	Account No. <span style="float: right;">Branch</span> Bank
19	Date of Grid Synchronization*	
20	Net metering and grid connectivity (Attach acknowledgment From UHBVNL, if received)	Applied on: Fees Deposited On:

\*to be provided mandatorily

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

Consumer/ Authorized Signatory of  
Implementing Agency on behalf of consumer

Copy To:

Registrar, Dr. B.R. Ambedkar National Law University, Rai, Sonepat.

**Appendix-G-II**

<b>Project Inspection Report under RfS No:</b> <b>Dated:</b>			
<b>Date of Inspection:</b>			
A	Name of the Solar Power Developer:		
B	Name of the Building Department / Organization:		
C	Name of the Ministry:		
D	Address of SPV power plant installed:		
E	Meter Consumer Number: .....		(Electricity bill copy to be attached)
<b>S. No</b>	<b>Component</b>	<b>Details</b>	<b>Page No.</b>
1	Installed Project capacity in (kWp)		
2	Whether the system is installed in shadow free area or not? If not mention the details.	YES /NO	
3	PV modules	1- Attach Invoice copy of modules 2- Attach Delivery challan of modules	
4	Type, Make and year of manufacturing of Modules		
5	Flash Test Report for all modules (rated output power of any supplied module shall have positive tolerance in range of 5 watt)	YES/NO (Documents attached)	
6	PV module qualification test standard (IEC 61215/IS14286 / IEC 61730 / IEC 61701/IS 61701 (for highly corrosive atmosphere)	Certificate Number: Certificate issued by: Certificate issued on: Certificate valid up to:	
7	Wattage of each module and Total No. of modules		
8	Integrated bypass diodes	YES/NO	
9	Representative I-V curve of modules @STC	Documents attached	
(Signature – SPD's Representative)		(Signature- DBRANLU 's representative)	(Signature) (Inspection Committee)

10	Module RF identification tag (Inside /outside lamination)	YES/NO	
11	Whether the modules contain information about company name, serial no and year manufacturing etc.	YES/NO (RFID information attached)	
12	Warranty Certificates (Material Warranty/ Performance Warranty) signed and stamped by bidders	Signed and Stamped copy by bidder (Documents attached)	
13	Protection class of Junction box of modules (IP- 65)	YES/NO	

#### **ARRAY STRUCTURE**

14	Material of structure	Hot dip galvanized MS / Steel (IS 2062: 1992) / Aluminum (Check Material test report as per IS)	
15	Galvanization of mounting structure as per IS 4759	YES/NO (check test report as per IS)	
16	Galvanization thickness of mounting structure	1. _____ mm 2. Galvanization test report as per IS – YES/NO	
17	Wind load calculation sheet for wind zone of the location	Designed to sustain wind speed up to _____ kmph	
18	MMS Design certified by a recognized Lab/ Institution	1. YES/NO 2. Attach Document	
19	Material of fasteners (Stainless steel)	YES/NO	
20	Load bearing capacity of the roof	OK / Not OK (visual observation)	
21	Minimum clearance of the structure from the roof	..... mm	
(Signature – Bidder's Representative)		(Signature) (Signature- DBRANLU 's representative) (Inspection Committee)	

<b>PCU/ Inverter</b>			
22	Guaranteed Technical Particulars for PCU/ Inverter as per RfS	YES/NO	
23	Make, rating of each inverter & No. of Inverters (AC capacity of inverter)		
24	Combined Rated wattage of all inverters in Plant (Total AC rating)		
25	MPPT is integrated in the PCU/inverter	YES/NO	
26	Year(s) of manufacturing of inverters		
27	Switching devices, inverter data sheet as per RfS	YES/NO	
28	Protection of Enclosure (IP) and Location of Inverters (outdoor/indoor)		
29	Phase of inverter	3 phase / 1 phase	
30	Whether solar PV plant is synchronized with grid	YES/NO	
31	Inverter standard codes IEC 61683/IS 61683, IEC 60068- 2(1, 2, 14, 30) /Equivalent BIS Std.	Certificate Number: Certificate issued by: Certificate issued on: Certificate valid up to:	
32	Anti- Islanding (IEEE 1547/UL1741/IEC 62116)	Certificate Number: Certificate issued by: Certificate issued on: Certificate valid up to:	
33	Serial Numbers of installed inverters		
<b>DCDB /Junction Boxes (if required)</b>			
34	GTP of JB as per RfS (duly signed by bidder and manufacturer)	YES/NO	
35	IP protection level	IP - (Check Test report as per IS)	
36	Bus bar material of DCDB	Copper, YES/NO,	
37	MCB/MCCB installed	YES/NO, Rating, Data sheet attached	
38	Surge arrester, SPDS	YES/NO, Rating, Data sheet attached	
(Signature – Bidder's Representative)	(Signature- DBRANLU 's representative)	<b>(Signature) (Inspection Committee)</b>	

39	Material of sheet and thickness	GRP/FRP/Power coated aluminum /Cast Aluminum alloy	
40	Test report of DCDB	Attached (As per IS)	
41	Height of junction box	5 feet or more (YES/NO)	
42	Glands type	Single / Double compression gland	
43	JB Earthing provision	YES/NO	
<b>AC DISTRIBUTION PANEL BOARD/ LT Panel</b>			
44	All switches and the circuit breakers, connectors standards IEC 60947, part I, II and III/ IS60947 part I, II and III)	YES/NO, (check Rating, Data sheet)	
45	IP protection (Minimum 54 or better)	YES/No	
46	Material of LT panel and its details		
47	Change over switch	YES/NO,	
48	Proper Earthing of ACDB (As per IS 3043-1987)	YES/NO	
49	Surge protections	YES/NO (check Rating, Data sheet)	
50	Height of LT panel from ground	.....Meters	
51	Test report of ACDB as per IE Rules	YES/NO	
<b>Lightening arrester</b>			
52	Proper Lighting arrester installed (As per NFC 17-102:2011/ IEC 62561)	YES /NO	
<b>Cables</b>			
53	Meets IEC 60227/IS 694, IEC 60502/IS1554 standards (or other as applicable)	YES/NO, Certificate Number: Certificate issued by: Certificate issued on: Certificate valid up to:	
54	Cable dimension and Material 1- Modules to inverters, Inverter to LT panels,	1 ..... sqmm Material - 2 ..... sqmm, Material -	
55	Voltage drop in DC cable (Modules to inverters)	_____ %,	
56	Voltage drop in AC cable (inverter to LT panel or T/F)	_____ %,	
(Signature – Bidder's Representative)		(Signature- DBRANLU 's representative)	(Signature) (Inspection Committee)

57	Cable Routing/ Marking (GI cable tray and suitably tagged and marked with proper manner by good quality ferrule)	YES/NO	
<b>Solar Plant Monitoring</b>			
58	Solar Irradiance sensor mounted on Plane of the array.	YES/NO	
59	Irradiance Sensor calibration certificate	Certificate Number: Certificate issued by: Certificate issued on: Certificate valid up to:	
60	Temperature sensor	YES/NO,	
61	Online Monitoring mechanism for the installed system	YES/NO	
<b>Transformer (If required)</b>			
62	Transformer rating, Type etc.		
<b>Miscellaneous</b>			
63	Earthing and protections (Array Structure, PCU, ACDB and DCDB) IS:3043-1987	OK/Not OK	
64	Earthing Resistance less than 5 Ohms	YES/NO, values..... Ohms	
65	NOC from the Concerned UHBVNL for the connectivity, technical feasibility, and synchronization of SPV plant	YES/NO, attached (not mandatory)	
66	Bidirectional meters installed (for net metering)	YES/NO, Rating, Data sheet	
67	Accuracy and burden of Meters		
68	Danger boards and signages	YES/NO	
69	Fire extinguishers & Sand Buckets	YES/NO	
70	Tools & Tackles and spares	OK/Not OK	
71	O&M manual available at site	YES/NO	
72	Display Board	YES/NO	
(Signature – Bidder's Representative)		(Signature-DBRANLU 's representative)	(Signature) (Inspection Committee)

<b>Drawings at Site</b>			
73	Layout of solar Power Array As built drawing <b>(A3 Sheet)</b>	Check and Attach	
74	Shadow analysis of the roof	Check and Attach	
75	Single line diagram of plant (SLD) <b>A 3 sheet</b>	Check and Attach	
76	Structural drawing along with foundation details for the structure <b>(A3 Sheet)</b>	Check and Attach	
77	Itemized bill of material for complete SPV plant covering all the components and associated accessories. The country of manufacturing needs to be mentioned for all major components like modules, inverters, cables, mounting structure, switchgear, SCADA system etc.	Check and Attach	
78	Soft copy in CD of final drawing	Check and Attach	
79	Photo Graphs of sites	Check and Attach	
80	Any specific problem(s)		
81	Recommendations		
(Signature – Bidder's Representative)		(Signature- DBRANLU 's representative)	(Signature) <b>(Inspection Committee)</b>

## Format for Performance Ratio (PR)

“Performance Ratio” (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.

$$PR = \frac{\text{Measured Output in kW}}{\text{Installed capacity in kW} \times \text{Measured radiation intensity in kW/m}^2} \times 100$$

Parameters	Input value	Remarks, if any
Date and Time for PR measurement		
A) Installed Plant Capacity in kW		
B) Measured output in kW		
C) Measured radiation intensity in W/m <sup>2</sup>		
Performance Ratio (%) $(\frac{B*1000}{A*C} \times 100)$		
Date of Installation/ Completion of the Rooftop Solar PV Project to be certified by DBRANLU's Representative		

### **Declaration:**

It is to certify that all the information given above is true and correct to best of our knowledge. The plant is found to be installed as per the technical specifications mentioned in **DBRANLU's RfS** No.: \_\_\_\_\_

**Signature of Inspecting Officer, Date & Name**

**Signature of Representative of Bidder, Date & Seal**

**Signature of DBRANLU 's Representative,**

**Date & Seal – Conforming installation of rooftop solar plant at their building and its satisfactory operation**

**DNIT for Solar Power Developers for setting up of 250 kWp Grid-Connected Rooftop Solar PV Projects****under RESCO Mode through Tariff-based Competitive Bidding****Earnest Money: For Contractor/Agency Rs. 2,50,000/- / For Registered Societies Rs. 1,25,000/-****Time Limit = 04 Months**

Qty.	Description of Item	Unit	Unit Rate to be Quoted (Including GST and all taxes)
1.	<b>Fixed tariff rate to be quoted by bidder</b>	<b>kWAH</b>	

Note:-

1. The contractor/agency shall quote the rates including all the taxes, GST etc. complete and no extra amount will be paid on this account. The contractor who does not quote the rates, the tender of that contractor shall be rejected out rightly.
2. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Registrar a Performance Security in the shape of Bank Guarantee/ FDR of Nationalized Bank for an amount equivalent to **5,00,000/-** for the entire contract period + Completion Time Period + 45 Days.
3. The successful bidder is fully responsible to operate, maintain, repair & maintenance complete in all respect without any extra expenditure except the tariff rate of allotment letter, during the entire agreement period.
4. The work shall be allotted to the agency on overall lowest basis.
5. No material shall be supplied by the University.
6. The conditional tender and the tender in variation of the tender documents shall out rightly be rejected.
7. Quantity of SPV can be increased or decreased as per site requirement.
8. The contractor/agency who fulfills the requirement of the documents as per technical document sheet, is eligible for purchase/filling the tender.
9. The validity of tender shall be 365 days.
10. There is no exemption of EMD and tender fee for MSME/HEW portal registered agency.
11. Bidders are advised to visit the site of work at DRBNALU, Sonepat for assessing the quantum of work, No. of inverters of appropriate capacity, steel structure, cabling, installation capacity etc. before quoting their rates
12. The contractor/agency who fulfills the following technically conditions will be considered as eligible:

**TECHNICAL DOCUMENTS**

Sr. no.	Description	Copy Enclosed (Yes/No)
1.	Bidder should be empanelled vendor of MNRE/SECI or must have registration on MNRE/SECI/HAREDA/Any Govt. Department in same nature of work. The copy of enlistment/empanelment or proof of registration should be attached.	
2.	The minimum annual turnover during the preceding three financial years ( <b>i.e. FY 2021-22, 2022-23 and 2023-24 and 2024-25 if available</b> ) should be at least 2.0 crores. The bidder should attach turnover certificate, audited balance sheet, profit and loss A/c statement duly signed by CA. the documents signed by CA must have registration number of authorized CA and its seal	
3.	The bidder must have executed works of similar nature of following value in last 5 years as on last date of tender: - One Work Order of executed work (80% of estimated value of work) Or Two Work Orders of executed work (each work order of 50% of estimated value of work) Or Three Work Orders of executed work (each work order of 40% of estimated value of work). The work order and completion certificate should be certified/issued by the officer not below the rank of Executive Engineer in case of work done on any govt. department/PSU. Work Orders from Private Parties- Certificate from CA certifying value of work done with TDS certificates/bank statement shall be required as corroborative evidence only.	
4.	Copy of PAN card	
5.	Copy GST Registration Certificate (GSTIN no.)	

Sr. no.	Description	Copy Enclosed (Yes/No)
6.	Partnership deed or Certificate of Incorporation with Memorandum & Articles of Association	
7.	<p>Power of Attorney (POA) (<b>on non-judicial stamp paper of appropriate value duly notarized</b>):</p> <p>Authority of the person uploading the bids with his DSC, shall be required to be submitted in the bids.</p> <p>Document required shall be as given below.</p> <p>In case of proprietary concern: If the bid is submitted by the proprietor, no POA is required. However, he will have to upload undertaking (on letter head) certifying that he is sole proprietor, as per format given in the tender.</p> <p>In case of company: Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company OR</p> <p>POA and the supporting Board Resolution authorising the person submitting the bid on behalf of the company.</p> <p>In case of Partnership Firm/LLP: POA along with Deed of Partnership/LLP Agreement.</p> <p>In case of Cooperative Society: Copy of resolution passed as per Society Rules authorizing the person submitting the bid on behalf of the Society.</p>	
8.	Affidavit of Non-blacklisting/debar on NJSP not older than one month.	
9.	Undertaking ( <b>on letter head</b> ) for Acceptance of Tender Terms and Conditions as per format attached separately	
10.	Copy of authority letter from Original Equipment Manufacturer specially for SPV and Inverters. In case bidder is manufacturer of SPV, authority letter from manufacturer of inverter is required.	
11.	EMD Deposited (Online on E-Tender website)	
12.	Tender Fee (Online on E-Tender website)	

### Rooftop Solar Data Collection Form

**Table A:**

Sr. No.	Particulars	Details
1.	Name of Department	Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana.
2.	Type of Establishment (CPSU/ State PSU/ Central Government/ State Government / Autonomous body under Central or State Government)	State Government University
3.	Head office address	Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana Plot No. 05, Rajiv Gandhi Education City, Rai, Sonepat, Haryana- 131029.
4.	Nodal Person for rooftop solar Name: Designation: Mobile Number: E-mail id:	<b>Dr. Ram Phool</b> <b>Deputy Registrar</b> <b>9466677009</b> <b>generalbranch@dbranlu.ac.in</b>
5.	States where entity has establishments and wants to explore rooftop solar	Haryana
Within the state, please provide following details for the establishments		
6.	Address of the establishment	Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana Plot No. 05, Rajiv Gandhi Education City, Rai, Sonepat, Haryana- 131029.
7.	Number of Buildings in Department	12
8.	Name of Electricity provider/ Distribution Company	Uttar Haryana Bijali Vitran Nigam Limited Haryana
9.	Sanctioned Load (kW)	1000 kVA/-----
10.	Total Electricity bill of preceding year (INR lakhs)	106.82 lakh
11.	Total no. of electricity units consumed in preceding year (kWh)	1087370 <b>kVAh</b>
12.	Land available for ground mounted (Yes/No)	Yes
13.	Copy of Electricity Bill	Attached
14.	Any dues not paid to the electricity provider (pending for last six months or more)	Nil
15.	Preferred tenure of PPA	25 years

**Table B:**

**Annexure-C****TENTATIVE DETAILS OF BUILDINGS UNDER EACH CLIENT ORGANIZATION**

Name of the Client Organization/Project	State	Number of Buildings	Sanctioned load KvA	Rooftop Area (Sq. m)	Feasible Area RTS (Sq. m)	Installed Capacity (kW)
Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana.	Haryana	12	1000	9008.36	2638.37	* _____

STANDARD  
POWER PURCHASE AGREEMENT (PPA) FOR  
PROCUREMENT OF ..... kW SOLAR POWER ON  
LONG TERM BASIS  
BETWEEN  
..... [Insert Name of Solar Power Developer] AND  
.... [Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana]

This Power Purchase Agreement is made on the ..... [Insert date] day of.....[Insert month] of ..... [Insert year] at.....[Insert place]

Between

..... [Insert name of the Solar Power Developer], a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at.....[Insert address of the registered office of Solar Power Developer] (hereinafter referred to as "**Solar Power Developer" or "SPD" or "Developer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

..... [Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana, ,], having its registered office at Plot No. 05, Rajiv Gandhi Education City, Rai, Sonepat, Haryana – 131029 [Insert address of the registered office of Buying Entity] (hereinafter referred to as "**Buying Entity**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The Buying Entity and SPD are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. **Dr. B.R. Ambedkar National Law University, Rai, Sonepat** (hereinafter referred to as "**DBRANLU**") had initiated a Tariff Based Competitive Bid Process for Selection of Solar Power Developers for setting up of **250** kW Grid-Connected Rooftop Solar PV Projects under RESCO Mode on the terms and conditions contained in the Request for Selection (hereinafter referred to as "**RfS**") issued by **DBRANLU** vide RfS No. dated  
.....
- B. **DBRANLU** has issued the Letter of Award No. .... dated .... in favour of the [Insert name of the Bidding Company] for development and establishment of the ... kW Rooftop Solar Project in the State of ... as per terms and conditions contained in the RfS, draft of this Power Purchase Agreement circulated at the time of the bidding and other bidding documents as well as the conditions contained in the Letter of Award.

- C. ... [Insert Name of the Bidding Company] has been selected in the Competitive Bidding Process, {in case Bidding Company is executing the Project through SPV} has constituted a Special Purpose Vehicle ... [Insert Name of the SPV] (hereinafter referred to as 'SPD'), for development, generation and supply of electricity from the ... **kW** Rooftop Solar Power Project to be established by the SPD ... [Insert name of the States in which the Project is located] and for supply of such electricity to the Buying Entity as per this Power Purchase Agreement.
- D. SPD is engaged in the business of design, supply, erection, testing, commissioning, operating and maintenance of power plants, including grid connected rooftop power projects.
- E. SPD has agreed to install and operate a solar photovoltaic powerplant of ... **kW** capacity (the "**Project**") at the Premises after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Buying Entity on the terms and conditions contained in this Agreement.
- F. The Buying Entity has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.
- G. In terms of the RfS and the Bidding Documents, the SPD has furnished the Performance Bank Guarantee in the sum of **Rs. 5 . 9 0 L a k h** in favour of **DBRANLU** as per the Format provided as part of the Bidding Documents.

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

## **1. Definitions and Interpretation**

### **1.1 Definitions**

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

“Actual Monthly Production”	means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;
“Adjusted Equity”	<p>shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;</p> <p>i. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;</p> <p>ii. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”);</p> <p>iii. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three three three percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of a year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;</p> <p>For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the</p>

	Adjusted Equity shall be made for a period equal to the duration, if any, for which the PPA period is extended, but the revision on account of WPI shall continue to be made.
“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 hereof, 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 of any <b>Governmental Authority</b> in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority;
“Assignment”	has the meaning set forth in Section 14.1;
“Business Day”	means any day other than Sunday or any other day on which banks in _____[Sonepat] are required or authorized by Applicable Law to be closed for business;
“Buying Entity Default”	has the meaning set forth in Section 12.2 (a);
“Buying Entity Indemnified Parties”	has the meaning set forth in Section 16.1;
“Capacity Utilization Factor” or “CUF”	<p>shall have the same meaning as provided in CERC/<b>HERC</b> (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.</p> <p>However, for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity.</p> <p>For illustration, CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if ‘X’ MWh of energy has been metered out at the Delivery Point for</p>

	<p>‘Y’ MW Project capacity, CUF= (X MWh/(Y MW*8766)) X100%;</p> <p>Declared CUF for this Project shall be _____ % (to be revised as applicable).</p>
“Commercial Operation Date” or “COD”	has the meaning set forth in Section 4.3(b);
“Confidential Information”	has the meaning set forth in Section 15.1;
“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;
“Deemed Generation”	has the meaning set forth in Section 5.3 (c);
“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 SPD from the System to the Buying Entity;
“Dispute”	has the meaning set forth in Section 17.8 (b);
“Disruption Period”	has the meaning set forth in Section 5.3 (c);
“Distribution Utility”	means the local electric distribution owner and operator providing electric distribution and interconnection services to Buying Entity at the Premises;
“Due Date”	has the meaning set forth in Section 7.5;
“Effective Date”	has the meaning set forth in Section 2;
“Estimated Remaining Payments”	means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by SPD in accordance with Section 7.2;
“Expiration Date”	means the date on which the Agreement terminates by reason of expiration of the Term.
“Financing Party”	means, as applicable (i) any Person (or its agent) from whom the SPD (or an Affiliate of the SPD) leases the System, or (ii) any Person (or

	its agent) who has made or will make a loan to or otherwise provide financing to the SPD (or an Affiliate of the SPD) with respect to the System;
“Force Majeure Event”	has the meaning set forth in Section 11.1;
“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 this 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 Buying Entity Indemnified Parties or the SPD Indemnified Parties, as the context requires;
“Insolvency Event”	<p>means with respect to a Party, that either:</p> <ul style="list-style-type: none"> <li>i. such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or</li> <li>ii. It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains creditworthiness similar to the</li> </ul>

	dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to perform them;
“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 SPD at the Premises;
“Invoice Date”	has the meaning set forth in Section 7.3;
“Lender”	means such bank, or other financial institution, including their successors and assignees, who have agreed to provide the SPD with debt financing of the Project;
“Losses”	means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation);
“Main Metering System”	means all meter(s) and metering devices owned by the SPD 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 SPD. 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;
“Party or Parties”	has the meaning set forth 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 I to this Agreement. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule I to this Agreement;

“Representative”	has the meaning forth in Section 16.1;
“Scheduled Completion Date” or “SCD”	has the meaning set forth in Section 4.1(g);
“Security Interest”	has the meaning set forth in Section 9.2;
“Selectee”	means a new company (i) proposed by the Lenders pursuant to Section 12.1 read with Schedule IV hereof and approved by the Buying Entity (ii) or proposed by the Buying Entity in accordance with Schedule IV hereof and approved by the Lenders, for substituting the SPD 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 forth in Section 7.2;
“SPD Default”	has the meaning set forth in Section 12.1 (a);
“SPD Indemnified Parties”	has the meaning set forth in Section 16.2;
“System” or “Project”	includes the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work;
“System Operations”	means the SPD’s operation, maintenance and repair of the System performed in accordance the requirements herein;
“Tariff”	means the applicable price per kWh as per Section 7;
“Term”	has the meaning set forth in Section 3.1;
“Transfer Time”	has the meaning set forth in Section 5.3 (a).

## **1.2 Interpretation**

- (a) Unless otherwise stated, all references made in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, Clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.
- (b) In this Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa; (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

## **2. Effective Date**

This Agreement shall be effective from the date of signing of this Agreement.

## **3. Term and Termination**

### **3.1 Term**

The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement.

### **3.2 Conditions of the Agreement prior to installation**

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

- (a) There has been a material adverse change in the rights of Buying Entity to occupy the Premises or the SPD to install the System at the Premises.
- (b) SPD has determined that there are easements, Capacity Cost Recovery (CCRs) or other liens or encumbrances that would materially impair or prevent the

installation, operation, maintenance or removal of the System.

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

### **4.1 Installation Work**

- a) SPD will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with RfS No. \_\_\_ dated \_\_\_ of DBRANLU. SPD shall provide to the Buying Entity a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within thirty (30) days of the Commercial Operation Date.
- b) SPD shall have access as reasonably permitted by the Buying Entity to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- c) It is agreed between the Parties that the SPD shall commission the System with a capacity of approximately \_\_\_ kWp.
- d) SPD 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 Buying Entity. The Delivery Point shall be where the Main Metering System is located.
- e) Unless otherwise agreed between the Parties, SPD shall not do (a) chipping of rooftop; or (b) water proofing of roof to be disturbed; (c) carryout any other modification of the Premises without the written consent of the Buying Entity. SPD 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 Buying Entity due to the SPD, the same shall be made good/rectified by the SPD at their cost.
- f) SPD shall, within thirty (30) days of the Effective Date, submit to the Buying Entity shop drawings of the Project for approval ("Shop Drawings"). If the Buying Entity has any objection/recommendation in the Shop Drawings, it shall communicate the same to SPD within a period of thirty (30) working days of the date of submission of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld.
- g) Subject to any punch-list items which shall be agreed by the SPD as not being

material to completion of the Project, the SPD 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**”). Buying Entity shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.

- h) If the SPD is unable to commence supply of Solar Power to the Buying Entity by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Buying Entity’s Default), the SPD or its contractor shall pay to Buying Entity genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of **DBRANLU’s RfS** appended as Schedule III to this Agreement.
- i) The Buying Entity shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.
- j) SPD shall fulfill all obligations undertaken by it under this Agreement.

#### **4.2 Approvals and Permits**

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

#### **4.3 System Acceptance Testing**

- a) The SPD shall give fifteen (15) days advance notice to conduct the testing of the Project and in the presence of Buying Entity’s designated representative conduct testing of the Project in accordance with procedure as approved by **DBRANLU** /Buying Entity.
- 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 SPD shall send a written notice to Buying Entity 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 SPD as Owner and Operator**

The System will be legally and beneficially owned by the SPD and will be operated and maintained and, as necessary, repaired by the SPD at its sole cost and expense. Replacement of spare parts if any shall be responsibility of SPD for the complete period of Agreement. If any repair or maintenance costs is incurred by the SPD as a result of Buying Entity's negligence or breach of its obligations hereunder, the same shall be reimbursed in full by Buying Entity.

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

### **5.2 Metering**

- a) The SPD shall install the Main Metering System with due certification at the Delivery Point for the measurement of electrical energy produced by the System.
- b) The meter will be read by SPD's personnel on the Metering Date. The authorized representative of the Buying Entity shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint Meter Reading Report is not signed in the first three business days of any month due to non-availability of the Buying Entity's authorized representative, the report signed by the SPD shall be considered as Joint Meter Reading Report. The Parties agree that such Joint Meter Reading Report shall be final and binding on the Parties.
- c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the SPD.
- d) The SPD shall connect the solar output to the existing system of the Buying Entity as per the requirements and guidelines of the state **UHBVNL**.

- e) The risk and title to the Solar Power supplied by the SPD shall pass to the Buying Entity at the Delivery Point.

### **5.3 System Disruptions**

- a) **Unavailability of Premises:** Buying Entity will provide full access of the site to SPD for installation, operation and maintenance of solar power plant during the period of Agreement. Buying Entity will also provide restricted access of the Premises to SPD for operation and maintenance of solar power plant. If, for reasons other than the SPD's breach of its obligations herein, the SPD ceases to have access rights to the Premises as necessary to operate and maintain the System prior to the Expiration Date, then the SPD shall be entitled to terminate this Agreement.
- b) Buying Entity will not provide/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.
- c) **Roof Repair and other System Disruptions:** In the event that (a) the Buying Entity repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Buying Entity or Buying Entity's employees, Affiliates, agents or subcontractors (collectively, a "**Buying Entity Act**") results in a disruption or outage in System production, and such events attributable to Buying Entity except Force majeure, then, in either case, Buying Entity shall (i) pay the SPD for all work required by the SPD 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**"). The cost of shifting the equipments shall be borne by the party responsible for the roof repair and other system disruptions. For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the preceding twelve (12) months of operation or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation ("**Deemed Generation**"). SPD shall inform the Buying Entity about the disruption or outage in System production, for reasons attributable to Buying Entity in writing with date and time of such occurrence; and Buying Entity's liability shall

start from the date of intimation of disruption or outage in System production on account of Buying Entity.

Prior intimation of any “Deemed Generation” loss should be given to the buying authority and only after fifteen (15) days, this “Deemed Generation” loss should be made effectives against the buying authority.

In case of any disruptions in solar power generation for more than a week in a year, it shall be treated as deemed generation during this period and charges shall be applicable during disruption period. The deemed generation period shall be 50 hours in a year.

In the event that the Buying Entity 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 SPD 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 Buying Entity within one month of submission failing which the SPD shall claim provisional deemed generation till the issue is finally settled.

## **6 Delivery of Solar Power**

### **6.1 Purchase Requirement**

Buying Entity agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the SPD to Buying Entity at the Delivery Point during each relevant month of the Term. In the event that the Buying Entity is unable to offtake 100% of the electricity generated, when it is generated, then Deemed Generation will apply. Moreover, Deemed Generation shall also be applicable: (a) if any part of the capacity of the Solar Power Plant is unable to operate at full capacity due to non-availability of load, subjected to furnishing of documentary evidence in support of the same; or (b) in the event SPD is generating power more than the available load, and the Buying Entity is not able to export or record the excess units generated due to faults in the equipments of Buying Entity e.g., Net meter Cables, Equipments etc., which may stop the feeding/record of the Solar Power generated.

### **6.2 Right to Contracted Capacity and Energy**

The SPD will be allowed to revise the CUF of the Project once within first year after COD. Subsequent to commissioning of the Project, if for any Contract Year, except for the Contract Year ending on 31st March immediately after COD of the Project, it is found that the SPD has not been able to supply minimum energy of ..... Million kWh (MU) till the end of 10 years from the SCD and ..... Million kWh (MU) for the rest of the Term of the Agreement, on account of reasons solely attributable to the SPD, the noncompliance by SPD shall make the SPD liable to pay the compensation which shall be calculated as 50% of the PPA tariff, for the shortfall in energy terms. This compensation shall not be applicable in events of Force Majeure identified under this Agreement affecting supply of Solar Power by SPD

### **6.3 Suspension of Delivery**

SPD 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 Buying Entity, except in the case of emergency repairs. Such suspension of Service shall not constitute a breach of this Agreement, provided that the SPD shall use commercially reasonable efforts to minimize any interruption in service to the Buying Entity. However, any preventive maintenance shall be done only during the period when Plant is not generating.

### **6.4 Title to the System**

Throughout the duration of the Agreement, SPD shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of the SPD and shall not attach to or be deemed a part of, or fixture to, the Premises. Buying Entity covenants that it will use its best efforts to place all parties having an interest in or lien or encumbrance upon the real property comprising the Premises on notice of the ownership of the System and the legal status the System as the personal property of the SPD. If there is any mortgage or other security interest created or granted upon the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Buying Entity shall procure, at the SPD's request, a release from such lien holders.

## **7 Tariff and Payment**

**7.1** The SPD shall be entitled to receive the Tariff of Rs. \_\_\_\_/kWh [Insert the Tariff

discovered through the bidding process conducted by DBRANLU], fixed for the entire term of this Agreement.

## **7.2 Consideration**

Buying Entity shall pay to the SPD 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 Buying Entity and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

The SPD will bill the Buying Entity for each kWh metered as above at the Delivery Point, at the Tariff of Rs.   /kWh.

## **7.3 Invoice**

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

### **7.4 The invoice to the Buying Entity shall include:**

- (a) the Solar Power calculations for the relevant billing period;
- (b) supporting data, documents and calculations in accordance with this Agreement.

## **7.5 Time of payment**

Buying Entity shall pay all amounts due hereunder within forty-five (45) days after the date of the receipt of the invoice at Buying Entity’s office (“**Due Date**”).

## **7.6 Method of Payment**

Buying Entity shall make all payments under the Agreement by cheque/ demand draft/ electronic funds transfer in immediately available funds to the account designated by the SPD from time to time. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment, duties or other charges and not subject to reduction, set-off, or adjustment of any kind. If the Buying Entity deducts any tax at source, the

Buying Entity will issue a tax credit certificates as per law.

### **7.7 Late Payment**

In case payment of any Invoice is delayed by the Buying Entity beyond its Due Date, a late payment surcharge shall be payable by Buying Entity to the SPD at the rate of 1% per month (“**Late Payment Surcharge**”) calculated on the amount of outstanding payment, calculated on a day-to-day basis for each day of the delay, compounded on monthly rates. Late Payment Surcharge shall be claimed by the SPD through its subsequent Invoice.

### **7.8 Disputed Payments**

In the event that the Buying Entity disputes an Invoice, it shall give notice of such a dispute within 15 days of receiving the Invoice setting out details of the disputed amount. The Buying Entity shall pay by the Due Date 100% of any undisputed amount and in case the Invoice is disputed, the Buying Entity shall pay an amount based on average consumption of last three consecutive undisputed Invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and try to resolve the disputed amount within a week of receipt of such notice of dispute. If the Parties resolve the dispute, an appropriate adjustment shall be made in the next Invoice. If the dispute has not been resolved by the date of the next Invoice the dispute shall be referred to the next higher authority of **Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana** to resolve the dispute within sixty (60) days. If the dispute is still not resolved by the next following Invoice it shall be referred to Arbitration.

## **8 General Covenants**

### **8.1 SPD's Covenants**

The SPD covenants and agrees to the following:

- (a) **Notice of Damage or Emergency:** The SPD shall (a) promptly notify Buying Entity if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Buying Entity 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 SPD 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 Buying Entity Default, the SPD shall provide 24 x 7 onsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost.

- (c) Governmental Approvals: While providing the Installation work, Solar Power and System Operations, the SPD shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the SPD and to enable the SPD to perform such obligations.
- (d) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulations as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and/ or respective voltage level applicable to the Buying Entity as per the provisions of the guidelines issued by the competent authority.
- (e) Health and Safety: The SPD shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Power, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

## **8.2 SPD's Representatives**

During the subsistence of this Agreement, the SPD undertakes to respond to all questions, concerns and complaints of the Buying Entity regarding the System in a prompt and efficient manner. The SPD designates the following individual as its representative pertaining to performance of this Agreement till the COD:

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

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

Email: \_\_\_\_\_

SPD designates the following individual(s) as its representative and primary point of contact pertaining to performance of this Agreement following the Commercial Operation Date till termination:

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

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

Email: \_\_\_\_\_

### **8.3 Buying Entity's Covenants**

Buying Entity covenants and agrees to the following:

- (a) Notice of Damage or Emergency: (a) The SPD shall make arrangements of identifying any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, in the routine visit or during joint meter reading; (b) Buying Entity shall immediately notify the SPD 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: Buying Entity 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 Buying Entity breaches its obligations under this Clause, it shall immediately notify the SPD in writing, shall promptly cause such Lien to be discharged and released of record without any cost to the SPD, and shall indemnify the SPD against all costs and expenses (including reasonable attorneys' fees and court costs) incurred in discharging and releasing such Lien.
- (c) Consents and Approvals: Buying Entity shall ensure that any authorizations required of Buying Entity under this Agreement, including those required for installation of System at the Premises and to draw/ consume Solar Power, are provided in a timely manner. The Buying Entity shall cooperate with the SPD to obtain such approvals, permits, rebates or other financial incentives.
- (d) Access to Premises, Grant of License: Buying Entity hereby grants to the SPD a license co-terminus with the Term, containing all the rights necessary for the SPD to use and occupy portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the SPD and its employees and its 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 Buying Entity's authorized representative identified by the Buying Entity. Photo IDs will be provided by the SPD. Buying Entity will assist in availing permissions to the site.
- (e) Security: Buying Entity shall be responsible for maintaining the physical security of the Premises. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances

by SPD. In case of theft and vandalism acts, the Buying Entity will assist the SPD in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs, whoever responsible for equipment damage shall pay the damage charges and a severity level will be decided, which will further decide the duration offered to the SPD to correct the damage, and no amount will be paid to the SPD for such a period. SPD shall be entitled to any insurance proceeds received for damages in this clause. Buying Entity will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Buying Entity directly or indirectly, such damage will be borne by the Buying Entity.

- (f) Regardless of whether Buying Entity is owner of the Premises or leases the Premises from a landlord, Buying Entity hereby covenants that (a) the SPD shall have access to the Premises and System during the Term of this Agreement and for so long as needed after termination to remove the System pursuant to the applicable provisions herein, and (b) neither Buying Entity nor Buying Entity's landlord will interferer or handle any of the SPD's equipment or the System without written authorization from the SPD.
- (g) Temporary storage space during installation or removal: Buying Entity shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.
- (h) Sunlight Easements: Buying Entity will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.
- (i) Evacuation: Buying Entity shall offtake 100% of the Solar Power generated from the Delivery Point, and pay all Invoices raised by the SPD under this Agreement by the Due Date and pay interest on delayed payments, if any, as per this Agreement.
- (j) Water: Expense of water shall be borne by SPD as per the approved rates of Govt. of India, at a given point as per the requirements of the SPD, for periodic cleaning of the solar panels.

- (k) Auxiliary Power: Buying Entity shall provide sufficient auxiliary power to the SPD for the maintenance and operation of its system, if available and possible, at the rate Buying Entity is paying to the UHBVNL.
- (l) 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 Buying Entity, the Buying Entity 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. SPD will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 60 days of these satisfactory documents being provided by the SPD, the Buying Entity shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.7. During any interruption in generation during such relocation, the Buying Entity will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

## **9 Representations & Warranties**

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

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

- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
- (d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
- (e) There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

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

## **9.2 Representations Regarding Security Interest**

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

- (a) Buying Entity is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to the SPD’s Financing Party’s Security Interest therein.
- (b) Buying Entity shall extend all co-operation necessary to the extent required to enable the SPD to assign its rights and liabilities to a Financing Party, in the event the SPD chooses to do so.

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

## **10 Not used**

## **11 Force Majeure**

### **11.1 Definition**

**“Force Majeure Event”** means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, “Force Majeure Event” shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to

the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired / commissioned at its own cost by the SPD.

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

### **11.3 Termination as a Consequence of Force Majeure Event**

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

## **12 Default**

### **12.1 SPD Defaults and Buying Entity Remedies**

(a) **SPD Defaults:** The following events shall be defaults with respect to the SPD

(each, a "**SPD Default**").

- (i) An Insolvency Event shall have occurred with respect to the SPD;
- (ii) Failure to achieve Commissioning of the System within the period as per RfS document; and
- (iii) SPD breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after Buying Entity's written notice of such breach and the SPD fails to cure the same, or (B) the SPD fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.
- (iv) Misrepresentation or Concealment of Information: If the SPD or any Member of the Bidding Consortium is found to have concealed any material information, made a false or misleading statement, or misrepresented facts in its response to the RfS, in any manner whatsoever, whether intentionally or unintentionally.

**(b) Buying Entity's Remedies:**

- (i) If a SPD Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, Buying Entity shall have a right to deliver a notice to the SPD, with a copy to the representative of the lenders to the SPD with whom the SPD has executed the Financing Agreements, stating its intention to terminate this Agreement ("**Buying Entity 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 SPD Default and the failure by the SPD to cure such default within the applicable cure period specified in this Article, the Lenders shall have the right to seek substitution of the SPD by a Selectee for the residual period of this Agreement for the purpose of performing the obligations of the SPD. Such substitution of the SPD by a Selectee shall be as per the procedure prescribed in Schedule IV to this Agreement.
- (iii) In the event the Lender's total debt obligations have been completely satisfied at the time of issue of Buying Entity's Preliminary Default Notice and upon the occurrence and continuation of SPD Default and

the failure by the SPD to cure such default within the applicable cure period specified in this Article, the Buying Entity may terminate this Agreement by serving a fifteen (15) days' notice to the SPD ("Buying Entity Termination Notice").

- (iv) Following the issue of Buying Entity 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 SPD's Default having regard to all the circumstances. If the SPD Default is not cured within a period of sixty (60) days of the issue of Buying Entity Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Buying Entity shall have the right to terminate this Agreement by issuing a Buying Entity Termination Notice.
- (v) Upon the delivery of the Buying Entity Termination Notice, this Agreement shall stand terminated. SPD shall have the liability to make payment within sixty (60) days from the date of Buying Entity Termination Notice to Buying Entity, for damages, equivalent to 24 (twenty-four) months, or balance PPA period, whichever is less, of charges for its Contracted Capacity. Buying Entity shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, the lenders in concurrence with the Buying Entity, may exercise their rights, if any, under Financing Agreements, to seek substitution of the SPD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the SPD and performing obligations of the SPD. However, in the event the lenders are unable to substitute the defaulting SPD within the stipulated period, then the PPA shall stand terminated and the lenders may exercise their mortgage rights and liquidate the Project assets. Provided that any substitution under this Agreement can only be made with the prior consent of Buying Entity including the condition that the selectee meets the eligibility requirements of RfS issued by SECI and accepts the terms and conditions of this Agreement.

- (vi) if the SPD fails to remove the System from the Premises within one month from the date of termination, the Buying Entity shall be entitled to dispose of the System in any manner it deems fit.
- (vii) The Buying Entity may exercise any other remedy it may have at law or equity or under the Agreement.
- (viii) If, subsequent to the commissioning of the project, any concealment of material information, misrepresentation, or misleading statement by the SPD or any Member of the Bidding Consortium is discovered, then an amount equivalent to the Performance Bank Guarantee (PBG) shall be deducted from the monthly invoices raised by the SPD until the full equivalent amount is recovered.

## 12.2 **Buying Entity Defaults and SPD's Remedies**

- (a) **Buying Entity Default:** The following events shall be defaults with respect to Buying Entity (each, a "**Buying Entity Default**")
  - (i) An Insolvency Event shall have occurred with respect to Buying Entity;
  - (ii) Buying Entity breaches any material term of the Agreement if (A) such breach can be cured within sixty (60) days after the SPD's notice of such breach and Buying Entity fails to so cure, or (B) Buying Entity fails to commence and pursue said cure within such sixty (60) day period if a longer cure period is needed; and
  - (iii) Buying Entity fails to pay the SPD any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed Invoices to the SPD under Section 7.8 of this Agreement within sixty (60) days from receipt of notice from the SPD of such past due amount.
- (b) **SPD's Remedies:** If a Buying Entity Default described in Sections 12.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the SPD shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination the SPD at its discretion require Buying Entity to pay to the SPD, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being

retained by the SPD. Further to the above remedies, SPD may exercise any other remedy it may have at law or equity or under the Agreement.

## **13 Limitations of Liability**

- 13.1** Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 13.2** Subject to the provisions of the Agreement, the SPD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the SPD, or contractors engaged by the SPD in connection with the performance of the Agreement shall be under the complete control of the SPD and shall not be deemed to be employees, representatives, contractors of the Buying Entity. Nothing contained in the Agreement or in any agreement or contract executed by the SPD shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Buying Entity.
- 13.3** Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Buying Entity can claim compensation under any insurance policy, shall not be charged to or payable by the Buying Entity.

## **14 Assignment & Novation**

- 14.1 Assignment:** Notwithstanding anything contained herein, the SPD has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party (“Assignment”), with the consent of the Buying Entity. The Buying Entity shall not unreasonably withhold such consent. In the event of such assignment, the Buying Entity will be able to hold the SPD as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Buying Entity agrees to make the payments due to the SPD under this agreement, directly to the assignee, upon receipt of such notice by the SPD. If the SPD were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the SPD reserves the right to assign whole or part of the assets to lenders/

leasing companies. Buying Entity may assign its rights under this Agreement, without the prior consent of SPD, to an Affiliate or any successor in interest to Buying Entity, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Buying Entity and its successors or assigns. However, any such actions as intended by the SPD under Article 14.1 and Article 14.2 shall be binding on Buying Entity, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

**14.2 Novation:** The Parties agree and acknowledge that the SPD may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party (“**New Party**”), with the consent of the Buying Entity. The Buying Entity shall not unreasonably withhold such consent. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Buying Entity hereby agrees and undertakes that, promptly upon receiving a request from the SPD, the Buying Entity shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the SPD’s rights and/or obligations under this Agreement to the New Party. If the parties agree to do Novation then separate Novation agreement shall be executed.

**14.3 Notices**

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

SPD's address and contact details: \_\_\_\_\_

Buying Entity's address and contact details: \_\_\_\_\_

**14.4 Notice**

Unless otherwise provided herein, any notice provided for in the Agreement shall be hand delivered, sent by registered post, or by courier delivery, or transmitted by

facsimile and shall be deemed delivered to the addressee or its office when received

at the address for notice specified above when hand delivered or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

## 15. **Confidentiality**

### 15.1 Confidentiality obligation

- (a) If the SPD provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the financing, design, operation and maintenance of the System ("**Confidential Information**") to Buying Entity or, if in the course of performing under the Agreement or negotiating the AgreementBuying Entity learns Confidential Information regarding the facilities or plans of the SPD, Buying Entity 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, Buying Entity 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 Buying Entity of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Buying Entity 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 SPD and shall be returned to it after Buying Entity's need for it has expired or upon the request of the SPD.
- (b) If the Buying Entity provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("**Confidential Information**") to the SPD or, if in the course of performing under the Agreement or negotiating the Agreement the SPD learns Confidential Information regarding the facilities

or plans of the Buying Entity, the SPD 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 SPD 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 SPD of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. The SPD 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 Buying Entity and shall be returned to it after the SPD's need for it has expired or upon the request of the Buying Entity.

## **15.2 Permitted Disclosures**

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

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed under Applicable Law or pursuant to a validly issued notice or required filling, 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 thirdparty under no obligation of confidentiality.

# **16 Indemnity**

## **16.1 SPD's Indemnity**

Subject to Section 13, the SPD agrees that it shall indemnify and hold harmless Buying Entity and its members, officers, employees, students, casual labourers, 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 "**Buying Entity Indemnified Parties**") from and against any and all

Losses incurred by the Buying Entity 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 SPD's negligence or willful misconduct. The SPD shall not, however, be required to reimburse or indemnify any Buying Entity Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Buying Entity Indemnified Party.

## **16.2 Buying Entity's Indemnity**

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

## **17. Miscellaneous**

### **17.1 Amendments**

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the SPD and Buying Entity.

### **17.2 Goodwill and Publicity**

Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases and other public statements by the other Party that refer to, or that describe any aspect of, this Agreement; provided that no such publicity releases or other public statements (except for filings or other

statements or releases as may be required by applicable law) shall be made by either Party without the prior written consent of the other Party. Without limiting the generality of the foregoing and whether or not the consent of the other Party is required or obtained, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement.

### **17.3 Industry Standards**

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

### **17.4 Cumulative Remedies**

Except as set forth to the contrary herein, any right or remedy of the SPD or Buying Entity shall be cumulative and without prejudice to any other right or remedy.

### **17.5 Sovereign Immunity**

To the extent permitted by Applicable Law, Buying Entity hereby waives any defense of sovereign immunity that Buying Entity might otherwise have in connection with any action taken by the SPD to enforce its rights against Buying Entity under this Agreement.

### **17.6 No Waiver**

The failure of the SPD or Buying Entity to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

### **17.7 Survival**

The obligations under Section 8.1(c) (SPD's Covenant), Sections 8.3(d), (e), (f) and (g) (Buying Entity's Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 14.4 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

### **17.8 Governing Law & Jurisdiction**

(a) This Agreement shall be governed by and construed in accordance with the

laws of India. The Parties agree that the courts in **Sonepat** shall have jurisdiction over any action or proceeding arising under the Agreement.

- (b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation.
- (c) All Disputes relating to this Agreement or any issue whether arising during or after the completion thereof or any matter directly or indirectly connected with this Agreement shall in the first place be referred to a sole conciliator appointed/ nominated by Buying Entity on receipt of such requests from either party. The conciliator shall make the settlement agreement after the Parties reach agreement and shall give an authenticated copy thereof to each of the Parties.
- (d) The settlement agreement shall be final and binding on the Parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either Party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.
- (e) Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.

**(f) Arbitration Procedure:**

- (i) If the efforts to resolve all or any of the Disputes through conciliation fails, then such disputes shall be referred to a sole arbitrator if the total value of the claim is up to Rs. 50 Lakhs; and to a panel of three arbitrators if total value of claims is more than Rs. 50 Lakhs. For this purpose, Buying Entity will make out a panel of engineers with the requisite qualification and professional experience relevant to the field to which the Agreement relates. This panel will be from among serving or retired government employees or of public sector. Buying Entity provide a panel of three arbitrators for claims up to Rs. 50 Lakhs and a panel of five

arbitrators for claims of more than Rs. 50 Lakhs. SPD shall choose the sole arbitrator from the panel of three and/ or one arbitrator from the panel of five in case three arbitrators are to be appointed. Buying Entity shall also choose one arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. The arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of arbitrator from either Party.

(ii) The venue of such arbitration shall be **S o n e p a t**. The arbitral award shall be binding on both Parties. The cost of arbitration shall be equally shared by both Parties.

(iii) The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.

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

(h) This Section 17.8 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

## **17.9 Severability**

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

## **17.10 Successors and Assigns**

This Agreement and the rights and obligations under the Agreement shall be binding upon and shall inure to the benefit of the SPD and Buying Entity and their respective successors and permitted assigns.

## **17.11 Counterparts**

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

## **17.12 Independent Service Provider**

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

## **17.13 Non-Exclusive Agreement**

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

## **17.14 Insurance**

The SPD 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 SPD to perform the services required under this Agreement.

## **17.15 Sale or Transfer of Premises**

- (a) In the event the Buying Entity sells or transfers the Premises or the building housing the System, it shall give at least 90 days prior notice to the SPD and will ensure that this Agreement is transferred/ novated to transferee, without any interruption in payments. The Buying Entity shall also ensure that a clause to this effect, to the satisfaction of the SPD, is incorporated in the transfer documents between itself and the transferee. The Buying Entity shall not sell or otherwise transfer the Premises if the transferee fails to accept the terms and conditions of this Agreement for the remainder of the Term.
- (b) If either the Buying Entity or the SPD merges with any other entity, the terms of this Agreement shall continue to be binding upon the merged entity.

## **17.16 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as

otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.

**17.17** Annual accounts reconciliation shall be conducted annually between the SPD and Buying Entity.

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

**FOR & ON BEHALF OF BUYING ENTITY**

**FOR & ON BEHALF OF SPD**

Signature:

Signature:

Name:

Name:

Designation:

Designation:

**WITNESSES**

1) Signature:

1)

Signature:

Name:

Name:

Designation:

Designation:

**WITNESSES**

2) Signature:

2)

Signature

Name:

Name

Designation:

Designation

## **SCHEDULE-I**

### **1. Description of the Premises: \_\_\_\_\_**

Premises Overview	Dr. B.R. Ambedkar National Law University, Rai, Sonepat, Haryana.
Segment	Various plots
Type of Roof	RCC
Hours of Operation	24 hours
Security	Provided by University at Main Gate.

### **2. Description of the System: \_\_\_\_\_**

The key features of the System are as follows:

S.No.	Parameter	Value
1	System Size	kWp
2	Expected Annual Energy Generation	
3	Module Type	
4	Inverter Type & Rating	
5	Electrical Parameter for interconnection	
6	Mounting type	
7	Surface Azimuth Angle	
8	Tilt Angle	
9	Wind Resistance	

SPD shall provide an online monitoring system to the Buying Entity that will enable easy access to Solar Power information.

## **SCHEDULE II: Government Approvals**

### **1. To be obtained by the SPD**

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

### **2. To be obtained by Buying Entity**

Any authorizations required of Buying Entity, including those required for installation of system at the premises. Permissions and coordination with **UHBVNL** or any related organization for Net Metering. Buying Entity will apply for net metering and bear the cost of net meter only.

## **SCHEDULE III: RfS**

## **SCHEDULE IV: Substitution Rights of the Lender**

### **1. Substitution of the SPD**

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

### **2. Substitution Notice**

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

### **3. Interim Operation of Project**

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

terms of this Schedule IV of this Agreement.

- (b) On issue of a Substitution Notice, the Lender shall have the right to request the Buying Entity to enter upon and takeover the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, and the SPD shall completely cooperate in any such takeover of the Project by the Buying Entity.
- (c) If the Buying Entity refuses to take over the Project on request by the Lender in accordance with clause 3(b) above, SPD shall have the duty and obligation to continue to operate the Project in accordance with this Agreement till such time as the Selectee is finally substituted.
- (d) The Lender and the Buying Entity shall, simultaneously have the right to commence the process of substitution of the SPD by the Selectee in accordance with these terms, and the SPD hereby irrevocably consents to the same.

#### **4. Process of Substitution of SPD**

- (a) The Lender may, on delivery of a Substitution Notice notify the Buying Entity and the SPD about the Lender's decision to invite and negotiate, at the cost of the Lender, offers from third parties to act as Selectee, either through private negotiations or public auction and/or a tender process, for the residual period of this Agreement. Subject to and upon approval of the Buying Entity, such Selectee shall be entitled to receive all the rights of the SPD and shall undertake all the obligations of the SPD under this Agreement and any other Project documents executed between the SPD and the Buying Entity, in accordance with these terms of substitution.
- (b) Upon the Buying Entity approving the Selectee, the SPD shall transfer absolutely and irrevocably, the ownership of the Project to such Selectee simultaneously with the amendment or novation of this Agreement and other Project documents executed between the SPD and Buying Entity in favour of the Selectee.

## **ANNEXURE-I: BANK DETAILS**

**NAME OF THE BENEFICIARY:**

**PRINCIPAL PLACE OF BUSINESS & ADDRESS: NAME**

**OF THE BANK:**

**BANK ADDRESS:**

**BANK ACCOUNT NO:**

**TYPE OF BANK ACCOUNT - SB/CA/CC:**

**IFSC/NEFT/RTGS CODE:**

**MICR CODE:**

**PAN CARD NO:**

**PHONE NO./ FAX NO. WITH STD CODE: EMAIL**

**ID OF CONTACT PERSON:**