

NHPC LIMITED
(A GOVT. OF INDIA NAVRATNA ENTERPRISE)



REQUEST FOR SELECTION (RfS) DOCUMENT
(DOMESTIC COMPETITIVE BIDDING-OPEN TENDER)
UNDER
TARIFF BASED COMPETITIVE BIDDING WITH E – REVERSE AUCTION
FOR

**“Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top
Plants at Various locations on government buildings in the state of Sikkim on
RESCO Mode through Tariff-Based Competitive Bidding”**



Tender ID: 2025_NHPC_865410_1

CONTRACTS (CIVIL) DIVISION
REGD. OFFICE: NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD – 121003

CIN: L40101HR1975GOI032564

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CHECK LIST

Bidders are requested to check the following documents in their submissions prior to submitting their bids:

Sl. No.	Description	Check	
<i>1</i>	<i>Categorywise DD towards cost of RFS document as mentioned in NIT.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>2</i>	<i>Categorywise DD/BG/POI/Insurance Surety Bond towards Bid security as per ITB</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>3</i>	<i>Certified copy of the partnership deed duly registered, as per ITB, if applicable.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>4</i>	<i>Power of Attorney along with Board resolution for authorizing the executants for issuing Power of Attorney as per ITB, if applicable.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>5</i>	<i>Form of Declaration (Annexure-1) duly filled in</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>6</i>	<i>Duly signed Integrity Pact (Annexure-2)</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>7</i>	<i>Duly filled Qualification Information Sheet (Annexure-3A, 3B& 3C)</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>8</i>	<i>Form of Declaration of Ineligibility (Annexure-4) duly filled in</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>9</i>	<i>Copies of successful completion certificate(s) of works/assignments</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>10</i>	<i>Annual Reports for last three financial years prior to last date of bid submission as per ITB.</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>11</i>	<i>Technical & Financial Details as required</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>12</i>	<i>Forms & Formats duly completed and signed by the Bidder, as per ITB</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<i>13</i>	<i>Duly Filled Annexure -8: Process Compliance form for e-RA</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

14	<u>Duly Filled Annexure-9: Price Confirmation form for e-RA</u>	<input type="text"/> YES	<input type="text"/> NO
15	<i>Bidders undertaking (on Letter head of the Company) mentioning the requisite Category for which Bids are submitted.</i>	<input type="text"/> YES	<input type="text"/> NO
16	<u>Applicable Formats</u>	<input type="text"/> YES	<input type="text"/> NO

Note: The Checklist has been framed to facilitate the Bidders so that they may not miss the important inclusion in their bids as well as to facilitate the Employer to avoid delays. Bidders are advised in their own interest to go through entire document thoroughly so that documentation is complete in all respect. Employer shall not be responsible in case the Bidder fails to submit all requisite documents along with its bid.

DISCLAIMER

1. Though adequate care has been taken while preparing the Request for Selection (RfS) document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder within 20 (Twenty) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder
2. NHPC Limited (NHPC) reserves the right to modify, amend or supplement this RfS document.
3. Though this RfS document has been prepared in good faith, neither NHPC nor its employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS document, even if any loss or damage is caused by any act or omission on their part.
4. In case of any discrepancy in the documents uploaded on the websites of NHPC and CPP portal, the documents uploaded on the CPP Portal will prevail.

Authorized Person
General Manager (Civil Contracts-I)
Room No.218, 2nd Floor, NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
Tele No: +91 (129) 2270596
[Email: contcivill-co@nhpc.nic.in](mailto:contcivill-co@nhpc.nic.in)

VOLUME – 0

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and

Instruction to Bidders (ITB)

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एनएचपीसी लिमिटेड
(भारत सरकार का एक नवोदय उद्यम)
NHPC Limited
(A Government of India Navratna Enterprise)

**NHPC Office Complex,
Sector-33, Faridabad-121003**

NOTICE INVITING TENDER
Request for Selection (RfS)
(Domestic Competitive Bidding-Open Tender)
under
Tariff Based Competitive Bidding with e – Reverse Auction

Tender ID: 2025_NHPC_865410_1

1. Online RfS are invited through **Domestic Tariff Based Competitive Bidding in Single Stage-Two Part Bidding** Basis (i.e. Part-I:QR+Technical-Bid and Part-II:Financial Bid) with e-Reverse Auction (e-RA) by NHPC Limited on behalf of NHPC Renewable Energy Limited (NHPC REL)- a wholly owned subsidiary of NHPC Limited {herein after referred to as Project Management Consultant (PMC) for the RESCO Project set up by Roof Top Developer (RTD)} from eligible Bidders for **“Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding”**

Complete RfS Documents/Tender Document can be viewed and downloaded from Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal. Any Bidder who wishes to quote for this Tender can download the Tender Document from aforesaid portal after online Bidder registration for e-tendering. However, the bid is to be submitted online only on <http://eprocure.gov.in/eprocure/app> up to last date and time of submission of tender. Sale of hard copy of tender document is not applicable.

E-Reverse Auction (e-RA) shall be conducted after e-tendering. The decision of NHPC regarding adoption of e-RA shall be final.

THE BRIEF DETAILS OF THE TENDER ARE AS UNDER:

Sl. No.	Item	Description
i)	Mode of tendering	e-procurement System Cover-I: Online Techno-Commercial Bid Cover-II: Price Bid
ii)	Tender ID No.	2025_NHPC_865410_1
iii)	Tender reference No.	NH/CCW/CC-I/CO-362/PR61324/10 Dt. 03.01.2025
iv)	Cost of bid document	Rs.1,500/- (Rupees One thousand Five Hundred only) – each for Category 1,2, 3 & 5 separately Rs. 1,000/- (Rupees One Thousand only)- each for Category 4 & 6 separately. <i>Cost of bid document shall be in the form of demand draft from a Nationalized / Scheduled bank in favour of NHPC Ltd. Payable at</i>

		<i>Faridabad.</i>
v)	Bid Security (EMD)	<i>Rs 6,75,000/- (Rupees Six Lakhs Seventy Five Thousands only) – for Category-1</i> <i>Rs 12,05,000/- (Rupees Twelve Lakhs Five Thousands only) – for Category-2</i> <i>Rs 17,72,000/- (Rupees Seventeen Lakhs Seventy Two Thousands only) – for Category-3</i> <i>Rs 3,63,000/- (Rupees Three Lakhs Sixty Three Thousands only) – for Category-4</i> <i>Rs 7,28,000/- (Rupees Seven Lakhs Twenty Eight Thousands only) – for Category-5</i> <i>Rs 2,68,000/- (Rupees Two Lakhs Sixty Eight Thousands only) – for Category-6</i> <i>Bid Security shall be in the form of DD/BG/POI/Insurance Surety Bond as per clause No. 14 of ITB.</i>
vi)	Period of Bid Validity	120 days from the last date of submission of online Bids.
vii)	Commissioning Period	Commissioning Period of “ Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding ” shall be 09 (Nine) months from the date of signing of PPA.
viii)	Tender inviting Authority	General Manager (Civil Contracts-I) Room No.-218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivill-co@nhpc.nic.in

THE CRITICAL DATES OF TENDER ARE AS UNDER:

S. No.	Particulars	Date & Time
i)	Publishing Date & Time	23.06.2025 (18.00 Hrs)
ii)	Document Download Start Date & Time	23.06.2025 (18.30 Hrs)
iii)	Last date of Reciept of queries /clarification on bid.	Not Applicable
iv)	Pre bid meeting Date & Time	Not Applicable
v)	Online Bid Submission Start Date & Time	26.06.2025 (11:00 Hrs)
vi)	Online Bid Submission Closing Date & Time	24.07.2025 (17:30 Hrs)
vii)	Last date of Offline submission (date, time and address)	28.07.2025 (17:00 Hrs) <u>Address:</u> General Manager (Civil Contracts-I) Room No.218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivill-co@nhpc.nic.in

viii)	Opening: Date, Time & Venue of Online/ Offline Bid (Technical Bid (Part-I) submission	29.07.2025 (15.00 Hrs) Venue: General Manager (Civil Contracts-I) Room No.214, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivill-co@nhpc.nic.in
ix)	Price Bid Opening (Part-II) – Financial Bid	Venue, Date & time to be intimated later to the bidders whose Techno-commercial Bids will be found responsive
x)	Date & Time of Start of e- Reverse Auction for each Category	Shall be intimated separately by NHPC

2. ELIGIBLE BIDDERS:

2.1 This Invitation for Bid is open in respect of bidders who meet the following conditions:

- a) The bidder must be an Indian incorporated legal Entity operating under commercial law of their respective jurisdiction.
- b) all bidders meeting the qualification criteria as defined in ITB clause 3.2

2.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Employer, any Government institution or Public Sector Undertaking in India in accordance with ITB clause 32.1(a), as on bid submission date.

2.3 The Bidders whose contract(s) have been terminated due to poor performance by the Employer, shall not be allowed to participate in the bidding process for next 5 years w.e.f the date of notification of termination.

2.4 Bidders shall not have been banned/ de-listed/ black listed/ debarred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-2A) to Integrity Pact (Annexure-2 of ITB) of Tender Document at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/ black- listed/debarring after submission of bid till the award of the tender. Self-Declaration in this regard is to be submitted as per the proforma enclosed in tender document.

2.5 To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents in this regard shall make the bid non-responsive.

Even though the bidders meet the qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements.

3. QUALIFICATION OF THE BIDDER

3.1 All bidders shall include the following information and documents with their bids in Qualification Information unless otherwise stated in the ITB:

- a) Written power of attorney of the signatory of the Bid to commit the Bidder. Additional information as sought in the Annexure-3A (Qualification Information Sheets of ITB) shall be provided.
- b) Work experience to demonstrate meeting the criteria stipulated in clause 3.2.A shall be provided in Annexure-3 (3B: Qualification Information Sheets).The work experience shown shall be supported with certificate(s) from the Engineer-in-charge/Project head of the

concerned work. In case of experience certificate produced by the Contractors for having works for Private Organizations, TDS Certificates shall also be produced along with experience certificate.

- c) Information on financial criteria stipulated in clause 3.2 B shall be furnished along with Copy of affidavit/Certificate of CA mentioning Financial Turnover of immediately preceding 3 (three) years. Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the immediately preceding 3 (Three) years shall be submitted to ascertain bidder's meeting the financial criteria.

3.2. QUALIFICATION CRITERIA

The qualification will be subject to Bidder's fulfillment of the Qualification Criteria set and stipulated hereunder, substantiated by authentic and relevant information and details. Additional information in support of their claims of achievements may be furnished in any form of their device and design. The Bidder(s) who wish to apply for Tender for the aforesaid work must satisfy the following qualifying criteria:

3.2. A The bidder should fulfill Technical Qualifying criteria as mentioned below:

3.2.A.1 The Bidder should have designed, supplied, erected and commissioned Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 400 kWp or higher, out of which at least one plant should have been of 40 kWp or more.

OR

3.2.A.2 The Bidder should be a developer of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 400 kWp or higher, out of which at least one plant should have been of 40kWp or more.

OR

3.2.A.3(a) The Bidder should have executed in the last ten (10) years either as developer or as EPC Contractor in process industry or in infrastructure development of single work having minimum value of Rs. 4.0 Crores.

AND

- (b) The Bidder should have executed at least one (1) Electrical Sub-station of 11 kV or above voltage level, consisting of equipment such as 11 kV or above voltage level circuit breakers and Power transformer, either as developer or as EPC Contractor which should be commissioned up to the last date of submission of bid.

The works referred to clause 3.2.A.3 (a) & 3.2.A.3 (b) can be in same or different projects.

Notes:

- a. The reference SPV based grid connected power plant of 40 kWp or higher capacity should be at a single location developed by Bidder for itself or any other client.
- b. SPV based Roof-top/Ground mounted/Floating solar power projects, which are grid connected, shall be considered eligible for QR purposes.
- c. Bidder shall submit certificate of successful completion and operation from the Owner.

- d. In case the award for the reference works has been received by the Bidder either directly from owner of plant or any other intermediary organization, a certificate from such owner of plant or the intermediary organization shall be required to be furnished by the Bidder along with its bid document in support of its claim of meeting requirement stipulated above.
- e. Developer means an entity who has either executed or got executed the work/ project as owner of industrial projects.
- f. The qualification criteria in Clause 3.2.A.1 or 3.2.A.2 or 3.2.A.3 are mutually exclusive. The bidder has to fulfil any one of the above-mentioned technical eligibility criteria which are individually exclusive.
- g. Bidder can also claim the experience of a Group Company/Holding company /Subsidiary Company for meeting the requirement (s) of clause 3.2.A.1 or 3.2.A.2 or 3.2.A.3. In such a case, the Bidder shall furnish an Undertaking jointly executed by the Firm qualified as per Clause 3.2.A.1 or 3.2.A.2 or 3.2.A.3 and the Bidder along with its bid document for complete performance of the Contract (in case of award) jointly or severally, as per the format enclosed in the bid document, failing which, the Bidder's bid document is liable to be rejected.
- h. Experience of bidders as EPC Contractor for supply of Balance of System (BOS) items and erection, testing, commissioning of entire solar plant shall be considered.
- i. To ascertain the executed value of work for Cl. 3.2.A.3(a), the value of Work experience in INR shall be enhanced on pro-rata basis by 7% simple rate per annum up to the date of Bid Opening from the completion date mentioned in the completion certificate.
- j. Capacity below 10kWp at single installation shall not be considered in cumulative capacity.

3.2.B Financial Criteria

3.2.B.1 Turnover: Average Annual Turnover in the preceding 3 years shall be not less than as under:

Category	Turnover
Category-1	Rs. 1.35 crore
Category-2	Rs. 2.41 crore
Category-3	Rs. 3.54 crore
Category-4	Rs. 0.72 crore
Category-5	Rs. 1.46 crore
Category-6	Rs. 0.54 crore

3.2.B.2 Networth: The bidder should have positive "Net Worth" in at least 02 financial years out of the last 03 financial years, with the condition of positive net worth in immediately preceding financial year.

'Net Worth' means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance

sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

For assessment, relevant pages of Annual Report containing Net Worth figure duly certified by Authorized representative of Bidder, otherwise, figure duly authenticated by the Statutory Auditors should be submitted.

3.2.B.3 Working Capital: The working capital (current assets minus current liabilities) shall be as under:

Category	Working Capital
Category-1	Rs. 0.75 crore
Category-2	Rs. 1.34 crore
Category-3	Rs. 1.97 crore
Category-4	Rs. 0.40 crore
Category-5	Rs. 0.81 crore
Category-6	Rs. 0.30 crore

For this purpose current assets and current liabilities will be considered as classified in the audited balance sheet for the year immediately preceding the date of opening of bids. In case current assets and/or current liabilities are not classified separately in audited Balance Sheet, a certificate from Statutory Auditor/CPA carrying out the Statutory Audit, for current assets and/or current liabilities, as the case may be, clearly defining the items considered for the same, should be enclosed. However, trade payables shall be a part of current liabilities. If the Working Capital calculated from the audited Balance Sheets is negative, then such working capital shall be treated as zero.

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 asked value.

Notes:

1. Other income shall not be considered for arriving at Annual Turnover.
2. The Bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of duly printed (offset) Annual Report/Equivalent Financial Statement for the immediately preceding Three years submitted by the Bidder along with the Bid. In case, Bid submission date falls upto 30th September, the annual reports/ equivalent financial statement upto previous year of immediate preceding Financial Year shall be considered and for the Tenders having Bid submission date after September, the annual reports/ equivalent Financial statement upto immediate preceding Financial year shall be

considered. Further, standalone audited Annual Financial Statement of Bidder shall be forming part of the Annual Report/ equivalent financial statement.

In case, if bidder has not submitted the above Annual Report/ Equivalent Financial Statement along with Bid, then a certificate from CEO/CFO of the Bidder shall be submitted along with Bid mentioning that the requirement of Annual Report as per governing law of country is not mandatory in case of such bidders Equivalent Financial Statement shall be considered. In such cases, duly notarized copies of Audited Printed Annual Financial Statement (Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor 's Report thereon including all relevant Schedules/ annexures etc.) for the immediately preceding 3(Three) years be submitted by the bidder along with the Bid. The Annual Financial Statement shall be considered for evaluation in same manner as defined in above para for consideration of Annual Reports/ Equivalent Financial Statement.

3. Wherever, the Annual Report/ duly self-certified/Attested copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed into English language and certified by approved / recognized English translator shall be submitted with the Bid.

4. For the Purpose of compliance to the stipulated turnover criteria given at Financial Criteria, the construction turnover from Joint Ventures(s) as declared in the Joint Venture Agreement shall also be considered.

The proportionate JV Turnover shall be certified by their Chartered Accountant in the case of the same not appearing in Audited Financial Statement.

5. The qualification given by Statutory Auditors on the Financial Statements which have impact on Net Worth, Turnover, Working Capital or any other financial item shall be taken into account for calculating the above financial parameters of Qualifying Criteria.
6. In case where Audited financial results for the immediately preceding year are not available, then an statement of account as on closing date of the immediately preceding financial year depicting the Turnover and Net worth (calculated as per laid down criteria) duly certified by their Statutory Auditor/Certified Public Accountant carrying out the statutory audit shall be enclosed with the Bid along with copy of appointment letter of the statutory auditor. The Certificate should be issued with Unique Document Identification Number (UDIN) as per Gazette Notification No. 1-CA(7)/192/2019 dated 02.08.2019 or any other document identification number issued to Certified Public Accountants by their respective Institute, if applicable.
7. The bidders who intend to quote for more than one Category, have to fulfil the total financial criteria required for each Category cumulatively.

3.2. B.4 Bids of any insolvent firm:

The Bidder or partner of JV against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, shall not be eligible for bidding. The same shall also be applicable to the Bidder company, who has taken unconditional technical and/or financial support from their Parent/Holding Company; against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016 (IBC 2016), or as amended from time to time.

In case, bidder or JV partner in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid, but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016 (equivalent laws of the country where the firm has been incorporated/registered shall be applicable), the bidder shall be considered as ineligible and his bid shall be rejected.

An Undertaking that “no insolvency proceedings are admitted by the Adjudicating Authority against bidder or partner of JV under the IBC 2016 (equivalent laws of the country where the firm has been incorporated / registered shall be applicable)” shall be submitted on letter head duly signed by the Authorized representative of bidder or all the partners of JV.

Further, the Bidder, after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder or partner of JV and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

3.3 Nature of bidders

The Bidder should be a Sole bidder or Joint Venture or Consortium. The number of members allowed in JV/ Consortium shall not exceed 3 (Three).

For evaluation of specific construction experience of various bidders, following criteria shall be considered: -

1. The evaluation of Bidder's Specific Construction experience for a work executed on JV basis shall be based on his role and scope of work in such joint ventures. To establish his role and scope of work in such Joint Venture contracts, the Bidder shall provide documentary evidence such as JV agreement/contract of the work to the extent of experience claimed by him. In case the quantum of work as per experience certificate does not match with the scope of work as defined in the JV/consortium agreement, then the experience credentials shall be considered as per the experience certificate issued by the employer / client.
2. In case scope of work of individual partners is not clearly defined in the JV/consortium agreement then credential of bidder being partner in a JV/consortium shall be decided in the following manner:-

- a. Where specific experience certificate in respect of individual JV partners is available, the same shall be considered to the extent of work executed by such JV partner as per the experience certificate.
- b. Where specific experience certificate is not available, or experience certificate is issued in the name of JV/consortium, the evaluation shall be done in the following manner:-
 1. In case the participation / profit sharing percentage of bidder as per JV agreement is at least 35%, full credit of the work executed by the JV/consortium shall be given to such bidder.
 2. In case the participation / profit sharing percentage of bidder in JV agreement is less than 35%, credit of work executed under such JV shall be given to such bidder on pro-rata basis.
 3. Notwithstanding (i) and (ii) above, in case of availability of specific experience certificate, (a) above shall apply.

In case both participation share and profit sharing ratio are available in the JV Agreement, participation share shall prevail.

3. For the portion of work executed through a sub-contractor, full experience for that portion of work can be claimed by the Contractor as well as sub-contractor for fulfilling criteria for evaluation of bidder's specific experience.

3.4 Joint Venture/Consortium Bidders:

The Joint venture/ bidding Consortium must qualify the technical qualifying criteria given in clause 3.2.A and financial qualifying criteria given at clause 3.2.B as per detailed below:

- a) There shall be only one Lead Member, having the shareholding of not less 50% in the Bidding Consortium/JV.
- b) The shareholding of other member(s) shall be minimum 20% in the Bidding Consortium/JV and overall Bidding Consortium/JV should meet the 100% requirement.
- c) The Consortium/JV to collectively satisfy, as a whole, the Financial as well as Technical Requirements specified.
- d) The parties forming Consortium/JV shall be required to submit a copy of the Consortium/JV agreement already entered into for the purpose. The agreement should contain the role and responsibility of each constituent, the proposed participation share of each member along with the items of work to be executed by each member. It shall also be brought out in the Consortium/JV agreement that in case the Contract is awarded to the Consortium/JV, each member of the Consortium/JV shall be responsible for execution of that item of work for which he claims to have specific experience.
- e) The Consortium/JV shall be allowed to form a Special Purpose Vehicle (SPV) in case it becomes successful bidder. The constitution of SPV shall be in the proportion of shareholding in the original consortium/JV. The shareholding of the members in the Special Purpose Vehicle cannot be changed until 01 (ONE) year after the Scheduled Commissioning Date (SCD) of the rooftop plant.

3.5 Deleted.

3.6 Bids by Merged/ Acquired/ Subsidiary Companies:

In case of a Bidder Company, formed after merger and/or acquisition of other companies, past experience and other antecedents of the merged/acquired companies will be considered for qualification of such Bidder Company provided such Bidder Company continues to own the requisite assets and resources of the merged/acquired companies needed for execution and successful implementation of the work package put to tender.

If the Bidder Company is a Subsidiary Company and applies for tender on the unconditional technical and financial strength of the Parent/Holding Company, the same shall be considered provided the Parent/Holding Company commits to sign a Separate Agreement with NHPC Limited, confirming full support for the Technical and Financial requirements of the Subsidiary Company and commits to take up the works itself in case of non-performance by the Subsidiary Company in the event of award of the works to the Bidder Subsidiary Company. An undertaking by the Parent/ Holding Company to this effect shall be submitted- along with the tender. A Subsidiary Company intending to qualify on the strength of Parent/ Holding Company shall not be allowed to participate as a 'Sub-Contractor'.

For the purpose stated herein above in this clause, 'Parent Company' shall mean the 'Holding Company' owning majority (more than 50%) shares of such Bidder (Subsidiary) Company. Similarly by extensions of this interpretation, if "A" is owned by a 'Holding Company' "B" which in turn is owned by another 'Holding Company' "C", then "C" is construed as the 'Parent Company' of "A" as well as "B" and so on. An apex 'Parent Company' may own number of independent Subsidiary/Group Companies and if any of these Subsidiary/Group Company commits assured support and unhindered access to its assets and resources to another Subsidiary/Group Company (Bidder in this case) under the same apex 'Parent Company' then experience and other credentials of such Subsidiary/Group Company shall be considered for qualification of the Bidder Subsidiary Company provided such commitment is evidenced/ authorized and guaranteed by the apex 'Parent Company'.

The experience of subsidiary companies of the Parent/ Holding Company will be considered experience of the Parent/ Holding Company.

However, for fulfilment of financial criteria, the Bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of consolidated Annual Report for the immediately preceeding 3 (three) years of the Parent Company/ Apex Parent Company submitted by the Bidder along with the Bid/Application.

3.7 Each bidder must also produce with their Bid:

- i) PAN No. and EPF Registration No.
- ii) GST Registration No.
- iii) A declaration that the information furnished with the bid documents is correct in all respects in Annexure-1: Form of declaration
- iv) Such other certificates, if any, as defined in the ITB.

3.8 To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents as required under clause 3.2 shall make the bid non-responsive.

3.9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements.

4. TIME FOR COMPLETION

The successful bidder shall complete the entire work within the time specified under S.No.-1(vii) of NIT.

5. Tenders must be accompanied by the Bid Security. The bids not accompanied by the requisite bid security shall be rejected as non-responsive.

6. Deleted

7. PRE-BID MEETING : Deleted

8. BID SUBMISSION

i) Online Bid Submission –Technical Bid (Cover-I) (Refer ITB) and Category wise Price Bid (Cover-II) electronic format complete in all respect must be uploaded at the aforesaid portal by the date & time as per SI. No.1 above.

ii) Offline Bid Submission (Refer ITB) complete in all respect must be delivered in sealed envelopes to the address upto the last date & time of submission.

In the event of the specified date or amendment, if any, for the submission of bids being declared a holiday for the Employer, the hard copy of the documents will be received up to the specified time on the next working day. Similarly, in the event of the specified date or amendment if any for the opening of bids being declared a holiday for the Employer, the opening shall be carried out at the specified time on the next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amendment if any.

9. The currency for the Bid shall be Indian Rupee only.

10. Bids shall be valid for a period as mentioned in S No. 1 after the deadline for online Bid submission. If any Bidder withdraws his Bid before the said period or makes any modification in his Bid, the bid of such bidder shall be rejected and Bid Security submitted by the Bidder shall be forfeited.

11. The Techno-commercial Bid shall be opened online at venue on the specified date & time as per S.No.-1. The time and date for opening of Financial Bid of bidders qualified in the technical bid shall be communicated to them at later date after evaluation of technical bids. The NHPC/ NHPC REL/Tender inviting Authority at his discretion may open Technical and Financial Bid simultaneously and evaluate the Bid completely.

12. E-tendering: Instruction for online bid submission

The Techno-commercial Bid and Price Bid to be submitted on-line at Central Public Procurement e-Portal <http://eprocure.gov.in/eprocure/app>. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

12.1 Registration:

- i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii) During enrolment/ registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the Consultants/ bidders through email-id provided.
- iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India one Token/Smart Card.
- v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- vii) Bidders can then log into the site through the secured login by entering their userID/password and the password of the DSC/ eToken.

12.2 Searching for Tender documents:

- a) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

12.3 Preparation of Bids:

- a) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any, published before submitting their bids. After selecting the tender document same shall be moved to the ‘My Favourite’ folder of bidders account from where bidder can view all the details of the tender document.
- b) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents, including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Any clarifications if required then same may be obtained online through the tender site or through the contact details given in the tender document.
- d) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/ schedule in PDF/ xls/ rar/ zip/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned documents.

- e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “MySpace” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” or “Other Important Documents” area as per tender requirements while submitting the bid and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

12.4 Submission of Bids:

- i) Bidder should log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time.
- ii) Bidder should prepare the respective zonewise Tender Fee and EMD as per the instructions specified in the NIT/tender document. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of offline bid submission. The details of the DD/BC/BG/Insurance Surety Bond, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- iv) Deleted
- v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vii) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- viii) Utmost care shall be taken for uploading Schedule of Quantity & Price and any change/modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of “Schedule of Quantities & Prices” file is found to be modified/ tampered by the bidder which tantamount to fraudulent practices and the bid shall be rejected and further dealt as per provision of clause no 32 of ITB including forfeiture of EMD/ BG/Insurance Surety Bond. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
- ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

- xi) Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting bid submission, bid opening etc., in the e-tender system.
- xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to 24x7 CPP Portal Helpdesk. Toll Free Number **0120-4001-002, 0120-4001-005 and 0120-6277-787**.

- 13.0** Any corrigendum, subsequent amendments and/or extension of dates, if any, for submission of Bids shall be posted on the portal <https://eprocure.gov.in/eprocure/app>. Bidder(s) are advised to visit the portal regularly before the deadline for submission of Bids.
- 14.0** The employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidder(s). The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. However, the Bidder(s) who wish to seek reasons for such decision of cancellation/rejection shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.
- 15.0** In case of any difference between wordings of English and Hindi version of 'Notice Inviting Tender', English version shall prevail.

(For & on behalf of NHPC Ltd.)
General Manager (Civil Contracts-I)
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(I) BIDDING DATA

The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in Instructions to Bidder:

S. No.	Reference Clause No.	Description	Particulars
1	1	Name of Work	Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding
2	7	Pre-bid meeting: Venue, Date & Time	Deleted.
3	13	Bid Validity	120 days from the last date of submission of online Bid.
4	14	Earnest Money Deposit	(i) Rs 6,75,000/- (Rupees Six Lakhs Seventy Five Thousands only) – for Category-1 (ii) Rs 12,05,000/- (Rupees Twelve Lakhs Five Thousands only) – for Category-2 (iii) Rs 17,72,000/- (Rupees Seventeen Lakhs Seventy Two Thousands only) – for Category-3 (iv) Rs 3,63,000/- (Rupees Three Lakhs Sixty Three Thousands only) – for Category-4 (v) Rs 7,28,000/- (Rupees Seven Lakhs Twenty Eight Thousands only) – for Category-5 (vi) Rs 2,68,000/- (Rupees Two Lakhs Sixty Eight Thousands only) – for Category-6
5	17	Deadline for online submission of bids	24.07.2025, Time : 17:30 Hrs
6	17	Deadline for offline submission of bids	28.07.2025, Time : 17:00 Hrs
7	20	Time and Date for opening Technical Bids (online and offline)	29.07.2025, Time: 15:00 Hrs
8	24	Time and Date of opening Financial Bids	Shall be intimated separately to Bidders whose Bids are found to be Technically responsive.
9	24	Time and Date of e-RA for each Category	Shall be intimated separately after activity at S.No. 8 above.
10	33	Name of IEM	1. Dr. Vinod Aggarwal 2. Sri Prabhash Singh 3. Shri Upendra Malik

INSTRUCTION TO BIDDERS

A. INTRODUCTION

1. SCOPE:

Online bids are invited through **Domestic Competitive Bidding in Single Stage-Two Part Bidding** Basis (i.e.Part-I: QR+Technical-Bid and Part-II:Financial Bid) with e-Reverse Auction (e-RA) by NHPC Ltd. on behalf of NHPC Renewable Energy Limited (NHPC REL)- a wholly owned subsidiary of NHPC Limited {herein after referred to as Project Management Consultant (PMC) for the RESCO Project set up by Roof Top Developer (RTD)} from eligible **Bidders** for “ **Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding**”

The bid will be received, opened and evaluated online in electronic form through NHPC's E-tendering portal i.e. <http://eprocure.gov.in/eprocure/app> [Link to reach at site is also available at NHPC website i.e., www.nhpcindia.com →e-Procurement→Govt. e-Procurement System of NIC (GePNIC) under Central Public Procurement Portal (CPPP)].

After e-tendering, Category wise e-Reverse Auction (e-RA) shall be conducted at application service provider's portal. Bid shall be prepared and submitted in accordance with instructions contained in this Section.

This section of the RFS document provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Employer. It also provides information on online bid submission, opening, evaluation, e-Reverse Auction and Contract award.

The bidders may bid for any/all Categories. The evaluated lowest bidder(L1) will be selected for each Category.

2. ELIGIBLE BIDDERS:

- i. The bidder must be an Indian incorporated legal Entity operating under commercial law of their respective jurisdiction.
- ii. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the NHPC/ NHPC REL, any Government institution or Public Sector Undertaking in India in accordance with ITB Clause 32.1 (a) of tender document, as on bid submission date.
- iii. The Bidders whose contract(s) have been terminated due to poor performance by the Employer, shall not be allowed to participate in the bidding process for next 5 years w.e.f. the date of notification of termination.
- iv. Bidders shall not have been banned/ de-listed/ black listed/ debarred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-2A) to Integrity (Annexure-2 of ITB) Pact of tender document at the time of submitting the bid and shall intimate immediately of any such banning/de-listing/ black- listed/debarring after submission of bid till the award of the tender. Self-Declaration in this regard is to be submitted as per the proforma enclosed in tender document.
- v. Bidders shall meet the qualification criteria as defined in Clause 3.2.
- vi. To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents in this regard shall make the bid non-responsive.

- vii. Even though the bidders meet the qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements.

3. QUALIFICATION OF THE BIDDER

3.1 All bidders shall include the following information and documents with their bids in Qualification Information unless otherwise stated in the ITB:

- a) Written power of attorney of the signatory of the Bid to commit the Bidder. Additional information as sought in the Annexure-3A (Qualification Information Sheets of ITB) shall be provided.
- b) Work experience to demonstrate meeting the criteria stipulated in clause 3.2.A shall be provided in Annexure-3 (3B: Qualification Information Sheets). The work experience shown shall be supported with certificate(s) from the Engineer-in-charge/Project head of the concerned work. In case of experience certificate produced by the Contractors for having works for Private Organizations, TDS Certificates shall also be produced along with experience certificate.
- c) Information on financial criteria stipulated in clause 3.2 B shall be furnished along with Copy of affidavit/Certificate of CA mentioning Financial Turnover of immediately preceding 3 (three) years. Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports as the case may be for the immediately preceding 3 (three) years shall be submitted to ascertain bidder's meeting the financial criteria.

3.2. QUALIFICATION CRITERIA

The qualification will be subject to Bidder's fulfillment of the Qualification Criteria set and stipulated hereunder, substantiated by authentic and relevant information and details. Additional information in support of their claims of achievements may be furnished in any form of their device and design. The Bidder(s) who wish to apply for Tender for the aforesaid work must satisfy the following qualifying criteria:

3.2.A The Bidder(s) must satisfy the following technical qualifying criteria:

3.2.A.1 The Bidder should have designed, supplied, erected and commissioned Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 400 kWp or higher, out of which at least one plant should have been of 40 kWp or more.

OR

3.2.A.2 The Bidder should be a developer of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 400 kWp or higher, out of which at least one plant should have been of 40 kWp or more.

OR

3.2.A.3(a) The Bidder should have executed in the last ten (10) years either as developer or as EPC Contractor in process industry or in infrastructure development of single work having minimum value of Rs. 4.0 Crores.

AND

(b) The Bidder should have executed at least one (1) Electrical Sub-station of 11 kV or above voltage level, consisting of equipment such as 11kV or above voltage level circuit breakers

and Power transformer, either as developer or as EPC Contractor which should be in successful operation for at least one(1) year prior to the last date of submission of bid.

The works referred to clause 3.2.A.3 (a) & 3.2.A.3 (b) can be in same or different projects.

Notes:

- a) The reference SPV based grid connected power plant of 40 kWp or higher capacity should be at a single location developed by Bidder for itself or any other client.
- b) SPV based Roof-top/Ground mounted/Floating solar power projects, which are grid connected, shall be considered eligible for QR purposes.
- c) Bidder shall submit certificate of successful completion and operation from the Owner.
- d) In case the award for the reference works has been received by the Bidder either directly from owner of plant or any other intermediary organization, a certificate from such owner of plant or the intermediary organization shall be required to be furnished by the Bidder along with its bid document in support of its claim of meeting requirement stipulated above.
- e) Developer means an entity who has either executed or got executed the work/ project as owner of industrial projects.
- f) The qualification criteria in Clause 3.2.A.1 or 3.2.A.2 or 3.2.A.3 are mutually exclusive. The bidder has to fulfil any one of the above-mentioned technical eligibility criteria which are individually exclusive.
- g) Bidder can also claim the experience of a Group Company/Holding company /Subsidiary Company for meeting the requirement (s) of clause 3.2.A.1 or 3.2.A.2 or 3.2.A.3 . In such a case, the Bidder shall furnish an Undertaking jointly executed by the Firm qualified as per Clause 3.2.A.1 or 3.2.A.2 or 3.2.A.3 and the Bidder along with its bid document for complete performance of the Contract (in case of award) jointly or severally, as per the format enclosed in the bid document, failing which, the Bidder's bid document is liable to be rejected.
- h) Experience of bidders as EPC Contractor for supply of Balance of System (BOS) items and erection, testing, commissioning of entire solar plant shall be considered.
- i) To ascertain the executed value of work for Cl. 3.2.A.3(a), the value of Work experience in INR shall be enhanced on pro-rata basis by 7% simple rate per annum up to the date of Bid Opening from the completion date mentioned in the completion certificate.
- j) Capacity below 10kWp at single installation shall not be considered in cumulative capacity.

3.2. B Financial Criteria

3.2.B.1 Turnover: Average Annual Turnover in the preceding 3 years shall be not less than as under:

Category	Turnover
Category-1	Rs. 1.35 crore
Category-2	Rs. 2.41 crore
Category-3	Rs. 3.54 crore

Category-4	Rs. 0.72 crore
Category-5	Rs. 1.46 crore
Category-6	Rs. 0.54 crore

3.2.B.2 Networth: The bidder should have positive “Net Worth” in at least 02 financial years out of the last 03 financial years, with the condition of positive net worth in immediately preceding financial year.

‘Net Worth’ means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

For assessment, relevant pages of Annual Report containing Net Worth figure duly certified by Authorized representative of Bidder, otherwise, figure duly authenticated by the Statutory Auditors should be submitted.

3.2.B.3 Working Capital: The working capital (current assets minus current liabilities) shall be as under:

Category	Working Capital
Category-1	Rs. 0.75 crore
Category-2	Rs. 1.34 crore
Category-3	Rs. 1.97 crore
Category-4	Rs. 0.40 crore
Category-5	Rs. 0.81 crore
Category-6	Rs. 0.30 crore

For this purpose current assets and current liabilities will be considered as classified in the audited balance sheet for the year immediately preceding the date of opening of bids. In case current assets and/or current liabilities are not classified separately in audited Balance Sheet, a certificate from Statutory Auditor/CPA carrying out the Statutory Audit, for current assets and/or current liabilities, as the case may be, clearly defining the items considered for the same, should be enclosed. However, trade payables shall be a part of current liabilities. If the Working Capital calculated from the audited Balance Sheets is negative, then such working capital shall be treated as zero.

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 asked value

Notes:

1. Other income shall not be considered for arriving at Annual Turnover.
2. The Bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of duly printed (offset) Annual Report/Equivalent Financial Statement for the immediately preceding Three years submitted by the Bidder along with the Bid. In

case, Bid submission date falls upto 30th September, the annual reports/ equivalent financial statement upto previous year of immediate preceding Financial Year shall be considered and for the Tenders having Bid submission date after September, the annual reports/ equivalent Financial statement upto immediate preceding Financial year shall be considered. Further, standalone audited Annual Financial Statement of Bidder shall be forming part of the Annual Report/ equivalent financial statement.

In case, if bidder has not submitted the above Annual Report/ Equivalent Financial Statement along with Bid, then a certificate from CEO/CFO of the Bidder shall be submitted along with Bid mentioning that the requirement of Annual Report as per governing law of country is not mandatory in case of such bidders Equivalent Financial Statement shall be considered. In such cases, duly notarized copies of Audited Printed Annual Financial Statement (Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor 's Report thereon including all relevant Schedules/ annexures etc.) for the immediately preceding 3(Three) years be submitted by the bidder along with the Bid. The Annual Financial Statement shall be considered for evaluation in same manner as defined in above para for consideration of Annual Reports/ Equivalent Financial Statement.

3. Wherever, the Annual Report/ duly Self-certified/Attested copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed into English language and certified by approved / recognized English translator shall be submitted with the Bid.
4. For the Purpose of compliance to the stipulated turnover criteria given at Financial Criteria, the construction turnover from Joint Ventures(s) as declared in the Joint Venture Agreement shall also be considered.

The proportionate JV Turnover shall be certified by their Chartered Accountant in the case of the same not appearing in the Audited Financial Statement.

5. The qualification given by Statutory Auditors on the Financial Statements which have impact on Net Worth, Turnover, Working Capital or any other financial item shall be taken into account for calculating the above financial parameters of Qualifying Criteria.
6. In case where Audited financial results for the immediately preceding year are not available, then an statement of account as on closing date of the immediately preceding financial year depicting the Turnover and Net worth (calculated as per laid down criteria) duly certified by their Statutory Auditor/Certified Public Accountant carrying out the statutory audit shall be enclosed with the Bid along with copy of appointment letter of the statutory auditor. The Certificate should be issued with Unique Document Identification Number (UDIN) as per Gazette Notification No. 1-CA(7)/192/2019 dated 02.08.2019 or any other document identification number issued to Certified Public Accountants by their respective Institute, if applicable..
7. The bidders who intend to quote for more than one Category, have to fulfil the total financial criteria required for each Category cumulatively.

3.2. B.4 Bids of any insolvent firm:

The Bidder or partner of JV against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, shall not be eligible for bidding. The same shall also be applicable to the Bidder company, who has taken unconditional technical and/or financial support from their Parent/Holding Company; against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016 (IBC 2016), or as amended from time to time.

In case, bidder or JV partner in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid, but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016 (equivalent laws of the country where the firm has been incorporated/registered shall be applicable), the bidder shall be considered as ineligible and his bid shall be rejected.

An Undertaking that “no insolvency proceedings are admitted by the Adjudicating Authority against bidder or partner of JV under the IBC 2016 (equivalent laws of the country where the firm has been incorporated / registered shall be applicable)” shall be submitted on letter head duly signed by the Authorized representative of bidder or all the partners of JV.

Further, the Bidder, after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder or partner of JV and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

3.3 Nature of Bidders.

The Bidder should be a Sole bidder or Joint Venture or Consortium. The number of members allowed in JV/ Consortium shall not exceed 3 (Three).

For evaluation of specific construction experience of various bidders, following criteria shall be considered: -

1. The evaluation of Bidder's Specific Construction experience for a work executed on JV basis shall be based on his role and scope of work in such joint ventures. To establish his role and scope of work in such Joint Venture contracts, the Bidder shall provide documentary evidence such as JV agreement/contract of the work to the extent of experience claimed by him. In case the quantum of work as per experience certificate does not match with the scope of work as defined in the JV/consortium agreement, then the experience credentials shall be considered as per the experience certificate issued by the employer / client.
2. In case scope of work of individual partners is not clearly defined in the JV/consortium agreement then credential of bidder being partner in a JV/consortium shall be decided in the following manner:-

(a) Where specific experience certificate in respect of individual JV partners is available, the same shall be considered to the extent of work executed by such JV partner as per the experience certificate.

(b) Where specific experience certificate is not available, or experience certificate is issued in the name of JV/consortium, the evaluation shall be done in the following manner:-

- i. In case the participation / profit sharing percentage of bidder as per JV agreement is at least 35%, full credit of the work executed by the JV/consortium shall be given to such bidder.
- ii. In case the participation / profit sharing percentage of bidder in JV agreement is less than 35%, credit of work executed under such JV shall be given to such bidder on pro-rata basis.
- iii. Notwithstanding (i) and (ii) above, in case of availability of specific experience certificate, (a) above shall apply.

In case both participation share and profit sharing ratio are available in the JV Agreement, participation share shall prevail.

3. For the portion of work executed through a sub-contractor, full experience for that portion of work can be claimed by the Contractor as well as sub-contractor for fulfilling criteria for evaluation of bidder's specific experience.

3.4 JOINT VENTURE BIDDERS/CONSORTIUM BIDDERS:

The Joint venture/ bidding Consortium must qualify the technical qualifying criteria given in clause 3.2.A and financial qualifying criteria given at clause 3.2.B as per detailed below:

- a) There shall be only one Lead Member, having the shareholding of not less 50% in the Bidding Consortium/JV.
- b) The shareholding of other member(s) shall be minimum 20% in the Bidding Consortium/JV and overall Bidding Consortium/JV should meet the 100% requirement.
- c) The Consortium/JV to collectively satisfy, as a whole, the Financial as well as Technical Requirements specified.
- d) The parties forming Consortium/JV shall be required to submit a copy of the Consortium/JV agreement already entered into for the purpose. The agreement should contain the role and responsibility of each constituent, the proposed participation share of each member along with the items of work to be executed by each member. It shall also be brought out in the Consortium/JV agreement that in case the Contract is awarded to the Consortium/JV, each member of the Consortium/JV shall be responsible for execution of that item of work for which he claims to have specific experience.
- e) The Consortium/JV shall be allowed to form a Special Purpose Vehicle (SPV) in case it becomes successful bidder. The constitution of SPV shall be in the proportion of shareholding in the original consortium/JV. The shareholding of the members in the

Special Purpose Vehicle cannot be changed until 01 (ONE) year after the Scheduled Commissioning Date (SCD) of the rooftop plant.

3.5 Deleted

3.6 Bids by Merged/ Acquired/ Subsidiary Companies:

In case of an Bidder Company, formed after merger and / or acquisition of other companies, past experience and other antecedents of the merged / acquired companies will be considered for qualification of such Bidder Company provided such Bidder Company continues to own the requisite assets and resources of the merged / acquired companies needed for execution and successful implementation of the work package put to tender.

If the Bidder Company is a Subsidiary Company and applies for tender on the unconditional technical and financial strength of the Parent / Holding Company, the same shall be considered provided the Parent / Holding Company commits to sign a Separate Agreement with NHPC Ltd confirming full support for the technical and financial requirements of the Subsidiary Company and commits to take up the work itself in case of non-performance by the Subsidiary Company in the event of award of the work to the Bidder Subsidiary Company. An undertaking by the Parent / Holding Company to this effect shall be submitted along with the tender. A subsidiary company intending to tender on the strength of Parent / Holding Company shall not be allowed to participate as a 'Sub-Contractor'.

For the purpose stated herein above in this clause, 'Parent Company' shall mean the 'Holding Company' owning majority (more than 50%) shares of such Bidder (Subsidiary) Company. Similarly by extensions of this interpretation, if "A" is owned by a 'Holding Company' "B" which in turn is owned by another 'Holding Company' "C", then "C" is construed as the 'Parent Company' of "A" as well as and so on. An apex 'Parent Company' may own number of independent Subsidiary / Group Companies and if any of these Subsidiary / Group Company commits assured support and unhindered access to its assets and resources to another Subsidiary / Group Company (Bidder in this case) under the same apex 'Parent Company' then experience and other credentials of such Subsidiary / Group Company shall be considered for tender of the Bidder Subsidiary Company provided such commitment is evidenced / authorized and guaranteed by the apex 'Parent Company'.

The experience of subsidiary companies of the Parent / Holding Company will be considered experience of the Parent / Holding Company.

However, for fulfillment of financial criteria, financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of consolidated printed Annual Report for the immediately preceding 3 (three) years of the Parent Company/Apex Parent Company submitted by the Bidder along with the Bid/Application.

3.7 Each bidder must also produce with their Bid:

- i) PAN No. and EPF Registration No. ;
- ii) GST Registration No.
- iii) A declaration that the information furnished with the bid documents is correct in all respects in Annexure-1: Form of declaration
- iv) Such other certificates, if any, as defined in the ITB.

3.8 To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents as required under clause 3.2 shall make the bid non-responsive.

3.9 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements.

3.10 To improve transparency and fairness in tendering process the Employer is implementing Integrity Pact as per Clause 33 of this ITB. The bidder must submit the Integrity Pact as per Annexure- 2 duly signed as per clause 33 of ITB.

Pre- contract Integrity Pact is to be executed on plain paper at the time of submission of Bid. The successful bidder (contractor) shall submit duly executed Integrity Pact on non-judicial stamp paper of appropriate value prior to signing of Notification of Award.

To oversee the compliance of obligation under the Integrity Pact, **Sh. Prabhash Singh , Dr. Vinod Aggarwal and Sh. Upendra Malik** has been appointed as Independent External Monitor by the Owner.

The Contact Address of IEMs is as under:-

Sh. Prabhash Singh E7/M702, Housing Board Colony, Arera Colony Bhopal, MP-462016 Email : srgmhrbpl@gmail.com	Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2 nd Floor, New Delhi – 110 017 Email : arsv50@gmail.com	Sh. Upendra Malik, B-108, NSG Society, Plot-2, Pocket-6, Builders Area Greater Noida-201315 (UP) Email: upendramalik@gmail.com
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4. COST OF BIDDING

4.1 Complete bid document can be viewed and downloaded from NHPC Limited website www.nhpcindia.com (For reference only) and Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app/nhpc>. The bidder will be required to submit a non-refundable fee as detailed below including GST, if applicable, in the form of Crossed Demand Draft in favour of “NHPC Limited” payable at ‘Faridabad’ towards the cost of Tender fee:

Rs.1,500/- (Rupees One thousand Five Hundred only)- for Category-1
 Rs.1,500/- (Rupees One thousand Five Hundred only)- for Category-2
 Rs.1,500/- (Rupees One thousand Five Hundred only)- for Category-3
 Rs.1,000/- (Rupees One thousand only) - for Category-4
 Rs.1,500/- (Rupees One thousand Five Hundred only)- for Category-5
 Rs.1,000/- (Rupees One thousand only) - for Category-6

The bidder shall fill the tender fee details online and submit same in terms of Clause 16 of ITB on or before the date as specified in “Notice Inviting e-Tender”

Bidders willing to submit the bids for more than one Category have to submit the cost of bid documents for individual Category separately.

4.2 Deleted

Note: Mere downloading of Bid document by prospective Bidder shall not be construed that such a bidder automatically fulfills the prescribed eligibility criteria. Whether the bidder meets the specific eligibility criteria or not, shall be checked or

ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their bid.

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5 SITE VISIT

5.1 The tenderers, in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their tender, in respect of the site conditions including but not restricted to the following which may influence or affect the work or cost thereof under the Contract:

- a) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by the in connection with the works;
- b) Requirement and availability of rooftop area and other facilities for their enabling works, colonies, stores and workshops etc.
- c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from;
- d) Source and extent of availability of suitable materials including water etc., construction power and labour (skilled and un-skilled) required for work and Laws and Regulations governing their use and employment;
- e) Geological, meteorological, topographical, Hydrological and other general features of the site and its Surroundings as are pertaining to and needed for the performance of the work;
- f) The type of equipment and facilities needed, preliminary to, for and in the performance of the work; and
- g) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

5.2 The tenderers should note that information, if any, in regard to the site and local conditions, in these tender documents, except for the material agreed to be supplied by NHPC/ NHPC REL, if any, has been given merely to assist the tenderers and is not warranted to be complete.

5.3 The tenderers should note and bear in mind that NHPC/ NHPC REL shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the NHPC/ NHPC REL

5.4 ELIGIBLE PLANT, EQUIPMENT AND SERVICES

For the purposes of these RFS documents, the word "Facilities" means the plant and equipment to be supplied and installed, together with the services to be carried out by the RTD under the contract including design.

B. THE RFS DOCUMENTS

6 CONTENT OF RFS DOCUMENTS (OR BID DOCUMENTS)

6.1 The Facilities required, bidding procedures, contract terms and technical requirements are prescribed in the RFS documents. The RFS documents include the following sections:

Vol.0 Notice Inviting Tender (NIT), Bidding Data Sheets & Instructions to Bidders (ITB)

Vol.1 Information for Bidders (IFB)

Vol.2 Definitions & Standard Copy of Power Purchase Agreement (PPA)

Vol.3 Special Conditions of Contract (SCC) with Technical Specifications

Vol.4 Forms & Procedure (FP)

- 6.2 The Bidder is expected to examine all instructions, forms, terms, technical specifications and other information in the RFS documents. Failure to furnish all information required by the RFS documents or submission of a bid not substantially responsive to the RFS documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

7 CLARIFICATION OF RFS DOCUMENTS & PRE-BID MEETING

- 7.1 A prospective Bidder requiring any clarification of the RFS documents may notify the NHPC/NHPC REL in writing or by cable (hereinafter, the term cable is deemed to include telefax or email at the NHPC/NHPC REL mailing address indicated in the Invitation for Bids.) The NHPC/NHPC REL will respond during Pre-bid Conference to any request for clarification or modification of the RFS documents, if deemed fit, NHPC/NHPC REL response will be published on the portal <https://eprocure.gov.in/eprocure/app>, including a description of the inquiry, but without identifying its source. The NHPC/NHPC REL shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the bidder(s) shall not be a ground for seeking extension in the deadline for submission of bids.
- 7.2 The Bidder is advised to visit and examine the site where the Facilities are to be installed and its surroundings and obtain for itself on its own responsibility of all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the Facilities. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel will have to take permission by the respective Building Owner or the Concerned Authority to enter upon its premises and lands for the purpose of such inspection as per 7.2 above, but only upon the express condition that the Bidder and its personnel will release and indemnify the Building Owner/ the Concerned Authority or NHPC/NHPC REL and its personnel from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

7.4 PRE-BID CONFERENCE: Deleted

8 AMENDMENT OF RFS DOCUMENTS

- 8.1 At any time prior to the deadline for submission of bids, the NHPC/NHPC REL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the RFS documents by issuing Addendum / Corrigendum.
- 8.2 Any Addendum / Corrigendum thus issued shall be part of the bid documents and shall be posted on E-procurement portal of CPP (<http://eprocure.gov.in/eprocure/app>) / NHPC website. Bidders are advised to visit the portal regularly before the deadline for submission of bids. The amendments to the bid documents will be binding on the prospective bidders and the notification of the amendment communicated through portal, shall be deemed to be construed that such amendment(s) to the bid documents have been taken into account by the bidder in its application. The responsibility of downloading the related Addendum / Corrigendum, if any, will be that of the bidder. No separate intimation in respect of Addendum / Corrigendum (if any) will be sent to bidder(s)
- 8.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the NHPC/NHPC REL may, at its discretion, suitably extend the deadline for the submission of bids and notify through portal

<http://eprocure.gov.in/eprocure/app> where all prospective bidders may see the extended deadline.

C. PREPARATION OF BIDS

9 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the NHPC/NHPC REL shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

10 DOCUMENTS COMPRISING THE BID

10.1 The bid submitted by the Bidder shall comprise the following documents

- (a) Covering Letter duly completed and signed by the Bidder (without including the quoted price) as provided in Vol. 4 (Form & Procedures) together with all Attachments identified in ITB Sub-Clause 10.2 below.
- (b) Category Wise Price Schedules (as applicable) duly completed by the Bidder in online.

10.2 Each Bidder shall submit with its bid the following attachments:

(a) **Attachment 1: Bid Security**

A bid security furnished in accordance with ITB Clause 14.

(b) **Attachment 2: Power of Attorney**

A power of attorney along with Board resolution for authorizing the executants for issuing Power of Attorney, duly authenticated by a Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 13.

(c) **Attachment 3: Bidders Eligibility and Qualifications**

The Bidder shall furnish requisite documents / information in support of meeting the qualification requirement as stipulated under ITB clause 2 & 3.

- (i) General Information Sheet as per **Annexures -3 (A) ,3(B) & 3(C)**
- (ii) Notarized copy of Letter of Award (LOA), Agreements and Completion Certificates etc.

In case of certificates being issued by Private Employers, the bidders are required to submit notarized TDS certificate(s) or Form 26AS in respect of works claimed to be executed by the respective bidder(s). The Bidder's financial evaluation as per clause 3.2 B above shall be done on the basis of duly printed Annual Report for the years immediately preceding 3 (Three) years submitted by the Bidder along with the Bid. Further, standalone audited Annual Financial Statement of Bidder shall be forming part of the Annual Report.

(d) **Attachment 4: Eligibility and Conformity of the Facilities and RFS Documents.**

The documentary evidence of the eligibility of the Facilities shall consist of a statement on origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

The documentary evidence of the conformity of the Facilities to the RFS Documents may be in the form of literature, drawings & data, and shall furnish:

- i) All the RFS Documents as per ITB Clause 6.1 duly signed and stamped on each page as a proof of its acceptance.
- ii) Deleted
- iii) Deleted.

Bidders shall note that standards for workmanship, materials and equipment designated by the NHPC/NHPC REL in the RFS documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers, during currency of contract, provided that it demonstrates to the NHPC/NHPC REL satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications

- (e) **Attachment 5: Deleted**
- (f) **Attachment 6: Deleted**
- (g) **Attachment 7:** PERT Network (L2 Schedule). The bidder shall submit the Category Wise brief integrated PERT Network (L2 Schedule) for the work matching the Time schedule.
- (h) **Attachment 8:** Deleted
- (i) **Attachment 9:** Deleted.
- (j) **Attachment 10:** Deleted
- (k) **Attachment 11:** Deleted
- (l) **Attachment 12:** Insolvency and Bankruptcy Code 2016
- (m) **Attachment 13:** Self Certificate for Cyber Security as per ITB clause No. 37.
- (n) Form of Disclosure alongwith Annexures as per ITB Cl. 34.
- (o) Certificate of Compliance to all provisions of Rfs Document
- (p) Bidders undertaking (on Letter head of the Company) mentioning the requisite Category for which Rfs(s) are submitted

10.3 **BID FORM AND PRICE SCHEDULES**

The Bidder shall complete the Bid Form and the appropriate Category Wise Price Schedules furnished in the RFS Documents as indicated therein and in the sub-section “Bid Form and Price Schedules” of the RFS Documents, following the requirements of ITB Clauses 11 and 12.

11 **BID PRICES**

- 11.1 Unless otherwise specified in the Technical Specification, Bidders shall Category Wise quote for the entire Facilities on a “single responsibility” basis such that the total Category wise bid price (Tariff) covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the RFS documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Facilities including supply of Tools & instruments of that category. This includes all requirements under the RTD’s responsibilities for testing and commissioning of the Facilities and, where so required by the RFS documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the RFS documents, all in accordance with the requirements of the PPA and Special Conditions of Contract.
- 11.2 Bidders are required to quote the Tariff for the commercial, contractual and technical obligations outlined in the RFS documents.
- 11.3 Bidders shall give Category wise Tariff in the manner and detail called for in the Category wise Price Schedules or BOQ.

Category Wise Tariff shall be submitted in electronic form on the portal.

- 11.4 In the Category Wise Schedules, Bidders shall quote the requisite tariff inclusive of supply, erection, installation, O&M, taxes, necessary permissions etc. of his scope as mentioned in this RFS Document.:
- 11.5 Deleted.
- 11.6 The Category Wise tariff emerged after e-RA shall remain firm in accordance with the provisions of RFS Documents.
- 11.7 Bidders shall apprise themselves with “Conditions for conducting e-RA after e-tendering” and “Business Rules for e-Reverse Auction” enclosed as Annexure-6&7 respectively with this ITB before quoting their prices.
- 11.8 **Deleted**

12 BID CURRENCIES

Bids shall be furnished in Indian Rupee only.

13 PERIOD OF BID VALIDITY

- 13.1 Bids shall remain valid for a period as mentioned in Bidding Data after the deadline date for online bid submission specified in Clause 17 of ITB or amendment thereof. A bid valid for a shorter period may be rejected by the NHPC/NHPC REL as being non responsive.
- 13.2 In exceptional circumstances, the NHPC/NHPC REL may solicit the Bidders’ consent to an extension of the bid validity period. The request and bidders responses thereto shall be made in writing or by email. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiture of its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 13.3 All the provisions of bid including those regarding discharge and invocation of Bid Security shall continue to apply during the extended period of bid validity specified by the Bidder.

14. BID SECURITY

- 14.1 Bid shall be accompanied by bid security /EMD/BG/Payment on Order Instrument (POI)/Insurance Surety Bond of requisite amount applicable for the category in which bidder is willing to apply as stipulated in NIT / Bidding data. Bidders willing to submit the bids for more than one Category have to submit the Bid Security for individual category separately.
- 14.2 The bid security shall, at the Bidder’s option, be in the form of a crossed Demand Draft in favour of NHPC Limited, Sector–33, Faridabad, Haryana (India) payable at Faridabad or a bank guarantee/POI/Insurance Surety Bond. The bid security in the form of a bank guarantee and for the amounts expressed in Indian Rupees shall be issued by an Indian Nationalized / Scheduled Commercial Bank. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantees directly to the NHPC/NHPC REL (Tender Inviting Authority) at the address mentioned at S. No. 1 (viii) of NIT with a forwarding letter.

The format of the bank guarantee shall be in accordance with the form of bid security included in the RFS documents; other formats may be permitted subject to prior approval of the NHPC/NHPC REL. Bid securities shall remain valid for a period of 90 days, beyond the original validity period of the bid or beyond any period of extension subsequently requested under sub-clause 13.2.

Bidder shall communicate the following bank details of NHPC to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary: NHPC Limited

Account No: 10813608692

IFSC Code: SBIN0017313

Credit Bank: State Bank Of India

Account Type: CURRENT

Branch: CAG-II New Delhi (17313)

Address of the Bank : 5th Floor, Redfort Capital, Parsvnath Towers, Bhai

Veer Singh Marg, Gole Market, New Delhi-110 001

Bidder is required to submit the SFMS receipt issued by the bank along with its bid for BG Confirmation.

Payment on Order Instrument (POI): As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited only. The instrument of 'Letter of Undertaking' as described above in any other form, from any other non-banking financial institutions or bank except (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited shall not be acceptable. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by NHPC/NHPC REL within the provisions of RfS/PPA. This instrument would have to be furnished as per Format available in the RfS document. POI shall remain valid for a period of 90 days, beyond the original validity period of the bid or beyond any period of extension subsequently requested under sub-clause 13.2.

Insurance Surety Bond: As an alternative to submission of EMD as above, the Bidder also has an option to submit Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority (IRDAI) acceptable to employer in the prescribed proforma. This Insurance Surety Bond would have to be furnished as per Format available in the RfS document. Insurance Surety Bond shall remain valid for a period of 90 days, beyond the original validity period of the bid or beyond any period of extension subsequently requested under sub-clause 13.2.

The term "Bank Guarantee (BG) towards/ against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD".

The Partners of Joint Venture / Consortium shall provide EMD in the name of individual partner of JV/Consortium in proportion of their participation share in JV/Consortium.

However, in case Earnest Money has been submitted by the bidder in the form of Demand Draft, the information relating to particulars of the bidders' bank shall be submitted by the bidder along with the bid in the ECS form at Volume-IV. The Earnest Money of unsuccessful bidders shall be remitted by the NHPC/NHPC REL in the above account through ECS mode.

- 14.3 Any bid not accompanied by an acceptable bid security shall be rejected by the NHPC/NHPC REL as being non-responsive.

- 14.4 Bid Security of bidders who are not qualified in any category for opening of price bid shall be returned within 15 days after such notification for that category only. The Bid Security of all the unsuccessful bidders, whose price bid has been opened, will be returned within 15 days of notification of the award of Contract of that category to the successful bidder.
- 14.5 The bid security of the successful bidder of any category will be returned when the bidder has signed the PPA, pursuant to ITB Clause 30, and has furnished the required performance security, pursuant to ITB Clause 31. Interest or any other charges, whatsoever, will not be payable by the NHPC/NHPC REL on bid security amount.
- 14.6 The bid security may be forfeited under following conditions:
- (a) if the Bidder withdraws its bid or varies any terms & conditions without the consent of the NHPC/NHPC REL, in regard thereto during the period of bid validity or
 - (b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practices or defaults commitments under Integrity Pact or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to sign the PPA, in accordance with ITB Clause 30, or
 - (ii) to furnish the required performance security, in accordance with ITB Clause 31.
 - (d) In case, Government Client offers to execute the PPA with the Selected Roof Top Bidder and if the Selected Bidder does not submit the requisite documents or does not execute the PPA, within the stipulated time period.
 - (e) If the bidder refuses to withdraw, without any cost to NHPC/NHPCREL, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of the RfS Document;
 - (f) 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;
- 14.7 Deleted.
- 14.8 Interest or any other charges, whatsoever, will not be payable by the NHPC/NHPC REL on the Earnest Money Deposit.
- 14.9 Deleted.
- 14.10 Deleted

15. FORMAT AND SIGNING OF BID

The Bid shall be signed /digitally signed for hard copy / online submission, as the case may be by a person duly authorized to sign on behalf of the Bidder as below:

- i) If the tender is submitted by an individual, it shall be signed by the individual.
- ii) If the tender is submitted by a proprietary firm, it shall be signed by the proprietor.
- iii) If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of attorney of the firm for signing the tender, in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed duly registered and current business address of all the partners of the firm shall also accompany the tender.
- iv) If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney or any other legally valid document for signing the tender, in which case a certified copy of the power of attorney or any such legally valid document supported by copy of Board Resolution shall accompany

the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

- v) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

D. SUBMISSION OF BIDS

16. SEALING AND MARKING OF BIDS

Bids shall be submitted under single stage two envelope bid through e-tendering as per procedure detailed below. Bidders are to submit various details/ document along with copies of certificates in support of their claims for meeting the qualifying requirements.

In e-tendering Mode:

The bids shall be received through e-tendering Mode as detailed in **Important Instructions to bidders for online bidding.**

PART A – Techno-Commercial Bid

(I) Online Submissions:

The Techno-commercial bid submitted by the bidder in electronic form (online) shall comprise the following documents:

- i) Covering Letter duly completed and signed by the bidder (without indicating the quoted price) as provided Vol. 4 (Forms & Procedures) together with all Attachments as defined under clause 10 of ITB.
- ii) Category Wise Scanned copy of DD/Bank Guarantee/POI/Insurance Surety Bond shall be as per the format provided in RfS Document.
- iii) Category wise Scanned copy of DD towards cost of RfS document as mentioned in NIT.
- iv) Scanned copy of Power of Attorney along with requisite documents as specified under II-Offline Submissions – sl. no .(iii).
- v) Scanned copy of duly filled Forms along with supporting documents meeting the qualifying requirements as per clause 3.2 of ITB.
- vi) Notarized Copies of successful completion certificate(s) of works/assignments. In addition, in case of these certificates being issued by Private Employers, the bidders are also required to submit notarized Letter of Award / Agreements / TDS certificate(s) etc. in respect of works claimed to be executed by the respective bidder(s).
- vii) Scanned copy of duly signed Integrity Pact as per Clause 33 of ITB.
- viii) Deleted
- ix) Deleted
- x) Annual Reports for last three financial years ending on FY 2023-24.
- xi) Process Compliance Form for e-RA as per ITB Clause 24.1.
- xii) Price Confirmation Form for e-RA as per ITB Clause 24.1.
- xiii) Such other certificates / documents as defined in the ITB.
- xiv) Scanned copy of undertaking on company letter head duly signed by the authorized person as per Attachment 12 in line with Cl. 3.2.B.4 of ITB, as specified under II-Offline Submissions – sl. no .(iv).
- xv) Attachment -7- Category Wise Brief integrated PERT Network (L2 Schedule)
- xvi) Attachment 13: Self Certificate for Cyber Security as per ITB clause No. 37.
- xvii) Form 13 (a): Bidders undertaking (on Letter head of the Company) mentioning the requisite Category for which RfS(s) are submitted.
- xviii) Form of Disclosure alongwith Annexures as per ITB Cl. 34.
- xix) Certificate of Compliance to all provisions of RfS Document

The NHPC/NHPC REL reserves the right to request the bidder for submission of original documents in respect of any of the online submissions defined above.

(II) Offline Submissions (Hard Copies)

Bidders shall submit the following documents duly signed by Authorized signatory in an envelope by the date mentioned in Bidding Data. The envelope received late or after the prescribed due date and time of receipt as mentioned in Bidding Data will not be entertained. NHPC will not be responsible for any postal delay.

- i) Category Wise DD /banker's cheque payable at "Faridabad" (in original) towards cost of RFS document as mentioned in NIT.
- ii) Category Wise DD/BG/POI/Insurance Surety Bond (in original) towards Bid Security as mentioned in Clause No. 14 of ITB.
- iii) Power of Attorney along with Board resolution (original/notarized) for authorizing the executants for issuing Power of Attorney as per Clause 15(iv) of ITB, if applicable. In case of General Power of Attorney, a true copy of the POA shall be duly notarized by Notary and in case of specific Power of Attorney, the original POA.
- iv) An undertaking on company letter head duly signed by the authorized person as per Attachment 12 in line with Cl. 3.2.B.4 of ITB.
- v) Duly signed Integrity Pact along with its all annexures as per Clause 33 of ITB.

vi) The envelope shall be superscribed as "**Hard Copy of documents for E- tender No. 2025_NHPC_865410_1**".

Out of offline documents, category wise DD towards cost of bid document and category wise DD/BG/POI/Insurance Surety Bond towards Bid Security must be strictly as per Bid conditions and if any discrepancy is found between the hard copies of the above documents and scanned copy of the same uploaded online, then the Bid uploaded on the portal shall not be considered at all any further. However, NHPC/NHPC REL may ask for additional documents / clarifications on the other documents submitted online.

Part B) Price Bid

There is an excel file having price schedules of all the category available under different sheets. Bidder willing to submit their bid for a particular category shall carefully fill that particular category only.

To be uploaded for e-tender

- i) Category Wise "Price bid" quoting requisite Tariff is to be submitted in Electronic Form on the portal. Submission of the same by any other means shall not be accepted by the NHPC/NHPC REL in any circumstances.
- ii) Deleted
- iii) Deleted
- iv) The bidders in their own interest are advised to be very careful while filling up the price bid in Electronic Form.
- v) Bidders will not be allowed to revise the quoted tariff on their own, once "Price Bids" have been opened by the NHPC/NHPC REL.

- vi) The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years..
- vii) Bids not covering the entire scope shall be treated as incomplete and hence may be rejected.
- viii) Price bid of bidders, whose techno-commercial bids are not considered acceptable to the NHPC/NHPC REL, shall not be opened and will be archived unopened. The decision of the NHPC/NHPC REL is final and binding in this regard.
- ix) Category Wise Tariff shall be quoted in Rs./kWh. Tariff (in Rs/kWh) shall be quoted upto two places of decimal only. If tariff is offered with more than two digits after decimal, it shall be truncated and considered upto two places of decimal (in Rs/kWh).

17. DEADLINE FOR SUBMISSION OF BIDS

- a) Complete Bids must be uploaded at the portal and hard copies of the documents mentioned in Clause 16, Part A-II of ITB must be received by the NHPC/NHPC REL at the address specified in NIT and in bidding data sheet not later than the time and date stipulated in the Bidding Data Sheet or extension thereof. In the event of the specified date for the submission of bids being declared a holiday for the NHPC/NHPC REL, the hard copy of the documents will be received up to the specified time on the next working day. Similarly, in the event of the specified date or amendment if any for the opening of bids being declared a holiday for the NHPC/NHPC REL, the opening shall be carried out at the specified time on the next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amendment if any.
- b) The NHPC/NHPC REL may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum / Corrigendum in accordance with Clause 8.1 of ITB, in which case all rights and obligations of the NHPC/NHPC REL and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- c) The NHPC/NHPC REL shall not be responsible if bid could not be opened within reasonable time for reasons attributable to the Bidder or for whatsoever reasons. In such a case, the bid shall be sent unopened and 'Archive' on the portal and shall not be considered at all any further and bid security of such bidder may be returned.

18. LATE BIDS

- a) Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

In such case, even if the bidder has submitted the specific documents in hard copy (viz., DD/BG/POI/Insurance Surety Bond towards bid security, Duly signed Integrity Pact, Certified copy of the duly registered partnership deed, Balance Sheets and Power of Attorney) within the stipulated deadline, its bid shall be considered as late and shall not be considered at all any further.

Similarly hard copy (ies) of the documents, if received by the NHPC/NHPC REL after the deadline for submission of Bids prescribed in NIT, then it will be considered as late bid even if the bidder has uploaded the bid within the stipulated deadline. In such a case, the bid uploaded on the portal shall be considered as non-responsive and 'Archived'. The hard copies shall be returned to bidder unopened.

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 After submission of the bid the contractor can re-submit revised /modify/substitute or withdraw its bid any number of times but before stipulated deadline for submission of bid.
- 19.2 In case NHPC/NHPC REL desired through amendment/corrigendum to submit revised financial bid then it shall be mandatory to submit revised Price bid. In such case the bid submitted before amendment/corrigendum shall become invalid
- 19.3 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 19.4 It should be strictly noted that as per portal provisions, the bid once withdrawn by the bidder, the bidder cannot participate in the same tender again.
- 19.5 No bid can be withdrawn or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in bid documents. Withdrawal or modification of a bid during this interval will result in forfeiture of its bid security and bid shall be considered non-responsive.

E. BID OPENING AND EVALUATION

20. OPENING OF BIDS BY NHPC/NHPC REL

The NHPC/NHPC REL will open all bids (except the categorywise price bid part, which shall be governed as per ITB Clause 16, Part B) in the presence of bidders designated representatives who choose to attend, at the time, date, and location stipulated in the bid document. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidder(s) can also view Bid opening online on the portal <https://eprocure.gov.in/eprocure/appat> their end.

In the event of the specified date for the opening of bids being declared a holiday for the NHPC/NHPC REL, the bids will be opened at the appointed time on the next working day.

Initially, the Techno-commercial bid shall be opened and the Price Bid of only those bidders whose Techno-commercial bid is acceptable to the NHPC/NHPC REL shall be opened online subsequently.

All important information and any such other details as the NHPC/NHPC REL at his discretion may consider appropriate, will be announced by the NHPC/NHPC REL at the opening. This shall include but may not be limited to the Bidders' names, the Bid Prices including deviations, withdrawals, bid modifications, and the presence (or absence) of bid security.

21. CLARIFICATION OF BIDS

- 21.1 During bid evaluation, the NHPC/NHPC REL may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing or email or through the portal, and no change in the price or substance of the bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the NHPC/NHPC REL request for clarification, its Bids may be rejected.

22. PRELIMINARY EXAMINATION OF BIDS

- 22.1 The NHPC/NHPC REL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The NHPC/NHPC REL will, thereafter check and ascertain whether the bidder fulfils the Eligibility Criteria and other requirements specified under ITB clause 3. The

Bids submitted by the Bidders who meet the Eligibility Criteria set under ITB clause 3 shall only qualify for consideration and further techno-commercial evaluation by the NHPC/NHPC REL.

22.2 Category wise Price Bid duly filled in excel sheet in conformity with the tender specification shall be uploaded on the e-procurement portal only. Unit of Measure (UOM) is indicated in the BOQ.

22.3 The NHPC/NHPC REL may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clauses 23 and 24.

Also, if any discrepancy is found between the hard copies of the online documents viz. DD/BG/POI/Insurance Surety Bond towards Bid Security, Power of Attorney and scanned copy of same uploaded which tantamount to fraudulent practice by the bidder, then the online bid shall be liable for rejection.

22.4 Prior to the detailed evaluation, the NHPC/NHPC REL will determine whether each Bid is prima facie complete and is substantially responsive to the RFS Documents. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the RFS Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality of performance of the Contract; (ii) that limits in any substantial way and/or is inconsistent with the RfS Documents or the NHPC/NHPC REL rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.

22.5 In particular, Bids with deviations from, objections to or reservations on provision such as those concerning Bid Security/EMD, Bid validity, if any, will be treated as non-responsive.

The NHPC/NHPC REL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.6 If a bid is not substantially responsive, it will be rejected by the NHPC/NHPC REL, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22.7 The Bid shall also be examined / evaluated on National Defence & Security considerations of the country where the site is located. The NHPC/NHPC REL reserves the right to set aside / reject the bid on these considerations.

23. TECHNO-COMMERCIAL EVALUATION

The NHPC/NHPC REL will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFS documents. In order to reach such a determination, the NHPC/NHPC REL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the

- (a) Overall completeness and compliance with NHPC/NHPC REL's requirements and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- (b) Achievement of specified performance criteria by the Facilities
- (c) Deleted
- (d) Any other relevant factors, if any, listed in the RfS Document or that the NHPC/NHPC REL deems necessary or prudent to take into consideration.
- (e) If a bidder submits their bids for more than one category and during Techno-Commercial Evaluation it is observed that their bid is not responsive for all the

submitted category, then NHPC/NHPC REL may, at its discretion, ask the bidder for their consent of consideration of their bids for that category in which bidder is Techno-commercially responsive. Bidder has to give the necessary consent within the specified time limit, failing which, the submitted bids will be treated as non responsive for all the applied category.

24. PRICE BID EVALUATION

24.1 (i) Bidders have to quote the requisite Tariff for the Category in which the bids are submitted. **The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years.** Price bids of only categorywise qualified and techno-commercially responsive bidders shall be opened.

(ii) Categorywise Price evaluation of the bids shall be carried out, subject to e-reverse auction:

a) Rebates (discounts) offered, in any form of bid proposal or on the forwarding letter shall not be taken cognizance under any circumstances.

iii). Categorywise Bid price of the bidder shall be calculated as stipulated in ITB Clause 24.1.(ii) against their individual categorywise price bid submission. Categorywise e-Reverse Auction shall be carried out as per the procedure defined in Part-III of ITB comprising the following:-

- i. Conditions of conducting e-RA after e-tendering (enclosed as Annexure-6)
- ii. Business Rule for e-RA (enclosed as Annexure-7)
- iii. Process Compliance form for e-RA (enclosed as Annexure-8)
- iv. Price Confirmation form for e-RA (enclosed as Annexure-9)

During categorywise e-Reverse Auction, if no bid is received within specified time, the NHPC/NHPC REL at its discretion may decide to close the e-Reverse Auction process of that category and proceed with results of e-tendering for that category. The decision regarding categorywise e-RA by NHPC shall be final and binding on all the bidders.

The Bidders are advised in their own interest to take utmost care while filling prices in the Price Bid .

The Price Bid of any category duly filled in spreadsheet in conformity with the tender specification shall be uploaded against the Price Schedule/BOQ of that category on the e-procurement portal only. Unit of Measure (UOM) is indicated in the BOQ. The BOQ is to be filled in by filling the Tariff in Rs./kWh to be filled in by the Bidder.

24.2 Technical and commercial evaluation of the Tenders will be carried out for the eligible Bidders on the basis of completeness and conformity with respect to the tender requirements. The Price bid of bidders for any category, whose Techno-commercial bids are not found eligible by the NHPC/NHPC REL for that category, shall not be opened/considered. The decision of the NHPC/NHPC REL is final and binding in this regard.

25. Deleted

26. CONTACTING THE NHPC/NHPC REL

26.1 Subject to ITB Clause 21, no Bidder shall contact the NHPC/NHPC REL on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

26.2 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidder(s) or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the NHPC/NHPC REL in the NHPC/NHPC REL's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

F. AWARD OF CONTRACT

27. AWARD CRITERIA

- 27.1) a) Subject to Clause 28, the NHPC/NHPC REL will award the contract on Categorywise basis to the successful bidder whose bid has been determined to be substantially responsive as per the “Conditions for conducting e-RA after e-tendering” which is enclosed as per Part - III to the ITB. The NHPC/NHPC REL may request the substantially responsive Categorywise lowest evaluated bidders to attend the pre-award discussions / Post Tender Negotiations (PTN), if required. LOA (Letter of Award) will be issued only after SREDA/associated departments confirm acceptance of L1 bidder's quoted tariff.
- b) The mode of contracting with the categorywise successful bidders will be as per stipulation outlined in the RfS and briefly indicated below:

Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.

- c) Entire responsibility with regard to *individual category for Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding* will remain with RTD who declared successful for that category and the RTD shall coordinate all activities of that category for smooth and timely completion of the project.
- 27.2 Deleted.
- 27.3 During categorywise e-Reverse Auction, if no bid is received within specified time, the NHPC/NHPC REL at its discretion may decide to close the e-Reverse Auction process and proceed with results of e-tendering. In such a situation, evaluated price shall be considered at the time of award of work to the lowest bidder and shall be considered to arrive at Contract Price.

28. NHPC/NHPC REL’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The NHPC/NHPC REL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract for any reason including National Defence & Security conditions of the country where the site is located without thereby incurring any liability to the affected Bidder or bidders.

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the NHPC/NHPC REL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. However, the bidders who wish to seek reasons for such decision of cancellation / rejection shall be informed of the same by NHPC/NHPC REL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the State, relation with foreign State or lead to incitement of an offence.

29. NOTIFICATION OF AWARD

- 29.1 Prior to the expiration of the period of bid validity, the NHPC/NHPC REL will notify the categorywise successful Bidders in writing by registered letter/ speed post / fax, that its bid has been accepted. The categorywise issued notification of awards will constitute the

formation of the contract and will be considered for all purposes of execution of contract provisions till such time the signing of the PPA except as per provisions of Clause 30 of ITB.

29.2 Upon the categorywise successful Bidder's furnishing of the performance security pursuant to ITB Clause 31, the NHPC/NHPC REL will promptly notify the other bidders that their bids have been unsuccessful.

29.3 The categorywise unsuccessful Bidders shall also be informed simultaneously about their status of RfS on the tender portal.

29.4 SERVICE / PROJECT MANAGEMENT (PMC) CHARGES:

29.4.1 The evaluated lowest bidder (L1) shall have to pay Charges @ INR 1485/kW (Indian Rupees One thousand four hundred eighty five only/ kW) + Applicable taxes, to NHPC/NHPC REL towards project management charges (PMC).

29.4.2 The Service Charges will be calculated on the total Project capacity for which PPAs are signed by the RTD. These charges will be payable in two installments as follows:

- (i) 50% to be paid within 30 days of issuance of LOAs by NHPC/NHPC REL, and,
- (ii) Remaining 50% to be paid to NHPC/NHPC REL prior to signing of PPA. In case of any reduction/addition in the total Project capacity for which PPAs are executed, the second installment of 50% will be adjusted suitably. No interest shall be payable by NHPC/NHPC REL to RTD in case of refund of excess Service/PMC charges deposited by the RTD. Also, the tax component of the excess Service/PMC charges deposited by the RTD, shall not be refunded.

The due date for payment of PMC Charges shall be the date as intimated by NHPC/NHPC REL, which shall be at the most seven (07) days prior to the signing of PPA. The payment has to be made by the RTD in the form of DD/ Pay Order / NEFT/ RTGS mode to NHPC REL.

Any delay in depositing the said amount to NHPC REL as mentioned above within the stipulated time shall attract delay charges @18% per annum + applicable GST, levied on per day basis, on the amount corresponding to the 1st installment (i.e. 50% of PMC Charges), until (and including) the date of payment of the said amount, which shall not be later than 90 days after issuance of LOA. In case of delay in submission of the 1st installment beyond 210 days after issuance of LOA, the awarded capacity shall stand cancelled and BG against EMD will be encashed by NHPC/NHPC REL.

29.4.3 The 2nd installment shall be paid prior to signing of PPA, and the PPA shall be signed only after deposit of the second installment to NHPC REL.

30. SIGNING OF POWER PURCHASE AGREEMENT (PPA)

30.1 Power Purchase Agreement shall be signed between SREDA/its associated departments and successful Roof top bidder. A copy of Power Purchase Agreement to be executed between SREDA/its associated departments and the Selected Bidder is available at forms provided in Volume-2 of RfS document. The PPA shall be executed within 90 (Ninety) days of the date of issue of Letter of Award, if not extended by SREDA/its associated departments.

Separate PPA will be executed between Government client /organization and RTD for each Rooftop plant/ Project site or as per Government client decides.

Subsequent extension in this timeline shall be finalized as mutually agreed by the Client Organization and the RTD. PPA will be executed between Client Organization and selected bidder separately for each Category. 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 government client Roof top plant/capacity estimation as per the load study of buildings and respective regulation of net metering/net billing before signing of PPA with client.

Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the RTD and Government client /organization.

30.2 **Capacity identification and confirmation:** Subsequent to issuance of LoAs by NHPC REL, RTD will be allowed to carry out site visits and due diligence of the buildings offered by the Client Organization, and assess the Project sizing and estimated capacity installation under the cumulative capacity awarded. 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.

30.3 The Effective Date of PPA shall be the actual date of signing of PPA.

30.4 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 RTD and the SREDA/its associated departments.

30.5 **Limits on capacity modification:**

30.5.1 Capacity enhancement is also allowed with submission of additional revised BG amount as calculated. Such capacity enhancement will require consent from the concerned Department.

30.5.2 All such modifications in the awarded capacity are required to be concluded within 45 days from issuance of LoAs, unless extended by the Beneficiary Organization.

Note: (i) *The Performance Bank Guarantee, shall be submitted by the RTD prior to signing of PPA. Before signing of PPA, NHPC REL 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 RTDs are false/ misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.*

(ii) *NHPC REL will issue necessary go-ahead for signing of PPA, upon verification of compliance of pre-requisites by the RTD as brought out above. The PBG along with SFMS of the issued PBG will be submitted to NHPC REL for verification.*

(iii) *SREDA/its associated department 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.*

31. PERFORMANCE SECURITY

31.1 Before signing of PPA, the successful Bidder shall furnish the Performance Security in the form of DD/BG/POI/Insurance Surety Bond of Rs. 2,475 / kW to NHPC REL as per format provided in the section “Forms and Procedures” of the RFS Documents or in any other format acceptable to the NHPC/NHPC REL. In case of a Joint Venture/Consortium, the Performance Security shall be in the name of individual partner of joint venture in proportion of the participation share.

The PBG should be valid for a period up to (& including) the date as on 12 months after the Scheduled Commencement of Supply Date of the Project (Commissioning of Project).

On receipt and after verification of the Total Performance Security in acceptable format and after signing of PPA, the earlier Bid Security towards EMD would be returned to the Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the RTD.

Any recovery from Performance Security shall be on Pro-Rata basis of the capacity of the respective category(s). The performance security shall not be released till liquidated damages, if any, is pending for recovery.

If the RTD does not submit the performance security within the stipulated period due to any valid reason, NHPC REL may grant time extension for submission of performance security based on the request of RTD.

In case, the RTD does not submit performance security without a valid reason, the NHPC/NHPC REL shall impose simple interest @12% per annum on the full amount of applicable performance security (alongwith applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the Contractor within 14 days from the date of intimation by NHPC/NHPC REL in form of Bank Demand Draft/ Banker Cheque in favour of 'NHPC REL', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC/NHPC REL.

The delayed submission of Performance Security by the RTD shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

31.2 If RTD fails to submit the Performance Security within 45 days from the date of Notification of Signing of Power Purchase Agreement (PPA), then following actions shall be taken against such RTD:

- (i) Award shall summarily be terminated
- ii) EMD/ Bid security shall be forfeited.
- iii) The bidder shall be debarred / banned to participate in the business dealings with NHPC/ NHPC REL for a period of one year.
- iv) The name of the Contractor shall be hosted on the NHPC/ NHPC REL website etc. as per existing norms of NHPC / Govt. of India.
- v) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.

Note: (i) *In case any extension is given to the Project, the corresponding extension needs to be made in the validity of Performance Security. The Performance Security are required to be submitted in the name NHPC REL.*

(ii) *The selected Bidder for the Project selected based on this RfS is required to sign PPA with SREDA/its associated departments within the timeline as stipulated in Clause 30 of the RfS. In case, SREDA/its associated departments offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per the RfS, or 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 NHPC REL from the Bank Guarantee available with NHPC REL (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.*

(iii) *In addition to the other remedies, this Performance Security can be encashed to recover any damages/dues of the Roof Top Developer in terms of the PPA.*

(iv) *The PBG of RTDs shall be returned to them, after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per relevant Clauses of the RfS.*

31.3 Bidders shall communicate the following bank details of NHPC REL to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this Clause:

Name of the beneficiary: NHPC Renewable Energy Limited. Account No.: 40852639765

IFSC Code: SBIN0017313

Address of the Bank: State Bank of India,

5th Floor, Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001.

RTD is required to submit the SFMS receipt issued by the bank for PBG Confirmation.

32. CORRUPT OR FRAUDULENT OR COLLUSIVE OR COERCIVE PRACTICES

32.1 It is expected from the Bidders / suppliers / contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) for the purposes of this provision, the terms set forth below shall mean as under:

i) **"Corrupt practice"** means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) **"Fraudulent practice"** means a misrepresentation/omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the NHPC/NHPC REL, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

iii) **"Collusive Practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of NHPC/NHPC REL, designed to establish bid prices at artificial, non-competitive levels.

iv) **"Coercive Practice"** means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of Contract.

(b) An agreement called Integrity Pact between the prospective bidders and the NHPC/NHPC REL shall be signed committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender / Contract. The Independent External Monitor(s) (IEM) appointed by NHPC/NHPC REL shall oversee the compliance of obligation under the Integrity Pact.

(c) A Bid may be rejected by the NHPC/NHPC REL if it is determined at any stage that the respective Bidder has engaged in corrupt or fraudulent or collusive or coercive or undesirable or restrictive practices or default commitment under Integrity Pact in competing for the contract in question.

(d) The NHPC/NHPC REL may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or default commitment under Integrity Pact or in executing the contract.

- e) **Banning of Business Dealings:** It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which Banning of Business Dealings can be initiated are as follows:
- i) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
 - ii) If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
 - iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
 - iv) If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract:
 - v) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
 - vi) If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
 - vii) If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
 - viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
 - ix) On any other ground upon which business dealings with the Agency is not in the public interest.
 - x) If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

The procedure for banning of Business Dealings shall be governed as per NHPC's "Policy and Procedure for Banning Business Dealings". This policy is published in NHPC website under Integrity corner.

32.2 Deleted

33. INTEGRITY PACT

To improve transparency and fairness in the tendering process the NHPC/NHPC REL is implementing Integrity Pact.

The Integrity Pact, signed by all the prospective Bidders and the NHPC/NHPC REL, shall commit the persons/officials of both the parties, not to exercise any corrupt/

fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. All Applicants shall enter into an Integrity Pact (to be executed on plain paper) with the NHPC/NHPC REL at the time of submission of their Bids. Only those Bidders who have entered into Integrity Pact with the NHPC/NHPC REL shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided in the Section Forms & Procedure is a basic qualifying requirement.

The Integrity Pact digitally signed on behalf of the NHPC/NHPC REL is provided as per Annexure-2 in ITB. The Integrity Pact shall be downloaded, printed and signed by the Applicant and the hard copy shall be submitted.

Successful bidder shall submit duly executed Integrity pact on Non-Judicial Stamp paper of appropriate value prior to signing of Contract Agreement.

To oversee the compliance of obligation under the Integrity Pact, **Sh. Prabhash Singh, Dr. Vinod Aggarwal and Shri Upendra Malik** has been appointed as Independent External Monitor (IEM) by the NHPC/NHPC REL. The Contact address of IEMs is as under:

Sh. Prabhash Singh E7/M702, Housing Board Colony, Arera Colony Bhopal, MP-462016 Email : srgmhrbpl@gmail.com	Dr. Vinod Aggarwal, B-103, Sarvodaya Enclave, 2 nd Floor, New Delhi – 110 017 Email : arsv50@gmail.com	Shri Upendra Malik, B-108, NSG Society, Plot-2, Pocket-6, Building Area, Greater Noida-201315 (U.P) Email: upendra.malik@gmail.com
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34. Procurement from countries sharing land border with India

In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide OM No. F.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) “Bidder” in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in this tender.
- (iii) “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
 - g. A consortium where any member of the consortium falls under any of the above.
- (iv) In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format available in the RfS.

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.

35. Public Procurement (Preference to Make in India) Order

Definitions:

Local Content: means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

In case of items having sufficient local capacity and local competition, local content equal to or more than 50% shall be allowed only. The list of items having sufficient local capacity and local competition shall be as per Ministry of New & Renewable Energy order no. F. No. 283/22/2019-GRID SOLAR dated 23.09.2020 and its further revisions.

Class-I local supplier: means a supplier or service provider, whose Goods/ services/ Works offered for procurement, has local content equal to or more than 50%.

Class-II local supplier: means a supplier or service provider, whose Goods/ services/ Works offered for procurement, has local content equal to or more than 20% but less than 50%

Non Local Supplier: means a supplier or service provider, whose Goods/ services/ Works offered for procurement, has local content equal to or less than 20%.

Margin of purchase preference: means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L-1 for availing purchase preference. The margin of purchase preference shall be 20%.

Works: means all works as per Rule 130 of GFR-2017, and shall also include Turnkey works, Engineering, Procurement & Construction (EPC) Contracts and Services include System Integrator (SI) contracts.

Eligibility Criteria for Class I / II and Non Local Suppliers.

- a) For procurement of Goods/Services/Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.
- b) For procurement of Goods/Services/Works, not covered under a) above and having estimated value less than INR 200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In Global tender enquiries, Non-local suppliers shall also be eligible to bid alongwith Class-I and Class-II local suppliers.

The above criteria shall be subject to compliance of following:

- i) The bidder shall have to be an entity registered in India in accordance with law. Indian subsidiaries of foreign bidders are eligible to participate in the bidding process provided they meet the qualifying criteria in terms of capability,

- competency, financial position, past performance etc. Further, Foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India.
- ii) Foreign bidders can also participate in the bidding process provided they form Joint Venture with any bidder registered in India in accordance with law.
 - iii) Country of origin of the equipment/material shall be provided in the bid.
 - iv) The bids shall be in Indian National Rupees (INR) only in respect of local content.
 - v) The bidder shall follow Indian laws, regulations and standards.
 - vi) For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.
 - vii) The manufacturer/ supplier shall list out the products and components producing Toxic E-waste and other waste. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ Supplier and for this, the Manufacturer/Supplier along with procurer has to establish recycling / disposal unit or as may be specified.
 - viii) The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment / process to be supplied/services to be rendered as safe to connect.
 - ix) Wherever required, the Foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of Utilities.
 - x) Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

Procedure for Purchase Preference

- a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to “Class-I local supplier” only in procurement undertaken by procuring entities in the manner specified here under.
- b) In the case of procurement of **goods / works**, which are **divisible in nature**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure(not applicable in this tender):
 - (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - (ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local

supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.

- c) For procurement of **goods / works**, which are **not divisible in nature**, and in **procurement of services where the bid is evaluated on price alone**, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure(applicable for this tender):
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - (ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - (iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
 - (d) "Class-II local supplier" and "Non-local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

Verification of local content:

- (a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class- I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c) Decision on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look in procurement related complaints relating to the procuring entity.

- (d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self declarations and auditors / accountants certificate on random basis and in the case of complaints.
- (e) Nodal Ministries and procuring entities may prescribe fees for such complaints.
- (f) False **declarations** will be in breach of the **Integrity Pact** for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Reciprocity Clause

- (i) When a Nodal Ministry / department identifies that Indian suppliers of an items are not allowed to participate and / or compete in procurement by any foreign government, due to restrictive tender conditions which have direct / indirect effect of barring Indian companies such as registration in the procuring country , execution of project of specific value in the procuring county etc., it shall provide such details to all its procuring entities including CMDs / CEOs of PSEs / PSUs, State Government and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- (ii) Entities of countries which have been identified by the nodal ministry / department as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that Nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

36. Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/ UT-wise hazard, maps with respect to earthquakes, winds and floods for district wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for various stake holders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various housing, building and infrastructure schemes, this atlas provides for necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of

- i) Seismic Zone (II to V) for earthquakes)
- ii) Wind Velocity (Basic Wind Velocity 55, 50, 47, 44, 39 & 33 m/s)
- iii) Area liable to floods and Probable max. Surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region.
- vi) Landslides incidences and Annual rainfall normal
- vii) District wise Probable Max. Precipitation.

37. Cyber Security for Power System Equipments

Ministry of Power (Government of India) has issued Circular no. No.25-I 1/6/2018-PG Dated 02.07.2020 on the vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment & Circular No. 12/34/2020-T&R dated 08.06.2021 on Testing power system equipment for use in the Supply System and Network in the country for Cyber Security. Bidders are advised in their own interest to follow these guidelines and circular issued by the Ministry from time to time.

.In order to protect the security, integrity and reliability of the strategically important and critical power supply system & network from cyber-attacks through malware / trozens etc. embedded in imported equipments:

- a. All equipments, components, and parts imported for use in Power Supply System and Network shall be tested in the country to check for any kind of embedded malware / Trojans / cyber threat and for adherence to Indian standards.
- b. All such testing shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).
- c. Any import of equipment / components / parts from “prior reference” countries, as specified or by persons owned by, controlled by, or subject to the jurisdiction or the direction of these prior reference countries will require prior permission of the Government of India.
- d. Where the equipment / components / parts are imported from prior reference countries with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).

Any cost implication on account of above shall be borne by the contractor. Bidder shall submit the Self-Certificate for Cyber Security as per Attachment-13.

FOUR KEY INSTRUCTIONS FOR BIDDERS

Note The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:-

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.
- ii) Register your organization on CPPP well in advance of tender submission deadline.
- iii) Get your organization’s concerned executives trained on CPPP well in advance of tender deadline.
- iv) Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

Note: **Electronic procurement system will not allow any Bidder to place their RFS after the expiry of scheduled date & time. NHPC/ NIC-CPPP shall not be responsible for any delays/ problems related to bandwidth, connectivity etc., which are beyond the control of the NHPC/NIC-CPPPP.**

FORM OF DECLARATION

I/WE M/s----- (name of Bidder) having its registered office at ----- (hereinafter referred to as the Bidder) having carefully studied all the RFS Documents, pertaining to the Work for “----- (name of the Work)”, and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

1. We have investigated the site and satisfied ourselves regarding the character of the work and local conditions that may affect the work or its performance and confirm that the work can be performed and completed as required in the contract. Further, we accept all risks directly or indirectly connected with the performance of the Contract.
2. We are familiar with all the requirements of the Contract.
3. We have not been influenced by any statement or promise of any person of the NHPC/NHPC REL but only the RFS Documents.
4. We are financially solvent.
5. We are experienced and competent to perform the Contract to the satisfaction of NHPC/NHPC REL.
6. We are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.
7. We have not been banned / de-listed / black listed / debarred from business on the grounds mentioned in para 6 of Guidelines on Banning of Business dealings (Annex-2) to Integrity Pact.
8. We hereby authorize the NHPC/NHPC REL to seek reference from the bankers of us for its financial position.
9. We undertake to abide by all labour welfare legislations.
10. It is hereby certified that proceedings for insolvency under the Insolvency and Bankruptcy code 2016, or as amended from time to time, have not started against us.
11. The statement submitted by us is true and correct.

For and on behalf of the Bidder

Dated:

(To be executed on plain paper at the time of submission of bid/ and on Non-judicial stamp paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement)

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

Between

NHPC Limited, a company incorporated under the Companies Act 1956 and having its registered office at NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), hereinafter referred to as "The NHPC/NHPC REL" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at represented by Shri _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the NHPC/NHPC REL proposes to procure under laid down organizational procedures, contract/s for -----(Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No.

WHEREAS the Bidder/Contractor is a private company / public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the NHPC/NHPC REL is a Public Sector Enterprise.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the NHPC/NHPC REL to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the NHPC/NHPC REL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the NHPC/NHPC REL

- 1.1 The NHPC/NHPC REL undertakes that no official of the NHPC/NHPC REL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.



- 1.2. The NHPC/NHPC REL will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3. All the officials of the NHPC/NHPC REL will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the NHPC/NHPC REL with full and verifiable facts and the same is prima facie found to be correct by the NHPC/NHPC REL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NHPC/NHPC REL or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NHPC/NHPC REL the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution:-

- 3.1. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHPC/NHPC REL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHPC/NHPC REL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with NHPC/NHPC REL for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with NHPC/NHPC REL.
- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any /all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract
- 3.5 Deleted.
- 3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the NHPC/NHPC REL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the NHPC/NHPC REL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the NHPC/NHPC REL, or alternatively, if any relative of an officer of the NHPC/NHPC REL has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NHPC/NHPC REL.
- 3.14 The representative of the Bidders/Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.15 In case of Sub-Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

4.0 Previous Transgression

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the NHPC/NHPC REL to take action as per the procedure mentioned in the



“Guidelines on Banning of Business Dealings” attached as **Annexure-2A** and initiate all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the NHPC/NHPC REL and the NHPC/NHPC REL shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the NHPC/NHPC REL resulting from such cancellation/rescission and the NHPC/NHPC REL shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) Deleted.
- (v) To encash the Bank guarantee, in order to recover the dues if any by the NHPC/NHPC REL, along with interest as per the provision of contract.
- (vi) Deleted .
- (vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of “Guidelines on Banning of Business Dealings” of NHPC Ltd. (**Annexure-2A**), which may be further extended at the discretion of the NHPC/NHPC REL.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the NHPC/NHPC REL with the Bidder/ Contractor, the same shall not be opened/operated.
- (x) Forfeiture of Performance Security in case of a decision by the NHPC/NHPC REL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The NHPC/NHPC REL will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the NHPC/NHPC REL to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

7.1 The NHPC/NHPC REL has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.



- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.
- 7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he / she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the NHPC/NHPC REL including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at an later date, the IEM shall inform CMD, NHPC and recuse himself / herself from that case.
- 7.7 The NHPC/NHPC REL will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8 The Monitor will submit a written report to the CMD, NHPC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the NHPC/NHPC REL/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9 The word 'Monitor' would include both singular and plural.

8.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the NHPC/NHPC REL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the NHPC , i.e. Faridabad (Haryana). The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.




10.0 Other Legal Actions

- 10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 10.2 Changes and supplements as well as termination notice need to be made in writing.
- 10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11.0 Validity

- 11.1 The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.
- 11.3 Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 11.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the NHPC/NHPC REL


सनत कुमार / SANAT KUMAR
(सिविल) / General Manager (Civil)
(Office Seal) Contracts-Civil Divn.
सी लिमिटेड / NHPC Limited
Place: Govt of India Enterprise
Sector-33, Faridabad
Date: 29/5/25

For & On behalf of the Bidder / Contractor

(Office Seal)

Place-----

Date-----

Witness 1. 

(Name and address)

2. 

(Name and address)

CHANDRAKANT KUMAR
DGM CG, Contract
Div. NHPC Ltd.
RAJESH KUMAR
DGM CG
Contract Civil Div.

Witness 1. _____

(Name and address)

2. _____

(Name and address)

Guidelines on Banning Business Dealings**1. Introduction**

NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.

- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

- 2.1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the units of NHPC.
- 2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.
- 2.5 The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future business dealings.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **“Agency /Party / Contractor / Supplier / Bidders/Vendors”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. “Party / Contractor/ Supplier / Bidder/Vendor” in the context of these guidelines is indicated as ‘Agency’.
- ii) **“Unit”** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) **“Competent Authority”** and **“Appellate Authority”** shall mean the following:
 - a) For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors).
 - Competent Authority: CMD
 - Appellate Authority : Board of Directors
 - b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)

- Competent Authority: Concerned Director/Executive Director as the case may be
 - Appellate Authority: CMD /Concerned Director as the case may be
- c) For works awarded/under tendering from Corporate Office / Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below).
- Competent Authority in case of works awarded/under tendering from Corporate Office/Regional office shall be CGM or GM of the concerned division as the case may be.
 - Competent Authority: Head of the Unit not below the rank of General Manager
 - Appellate Authority: Next higher authority
- iv) **“Investigating Committee”** shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .
- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works awarded/under Tendering from Corporate office) .In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate

office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.

- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Annexure-2B.**

6.0 Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Procedure for Banning of Business Dealings

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
 - a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 “Show Cause Notice”.
 - c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a ‘Show Cause Notice’ (as per format at **Annexure -2C** of these guidelines) shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. The grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NHPC, necessary facility for inspection of documents may be provided.

During the conductance of oral hearing, only the regular duly authorized employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Committee for obtaining final decision of the Competent Authority in the matter.

- 7.5** In case, no reply to Show Cause Notice is received from the Agency within stipulated time, further reminder shall be given with further period of 10 days thereafter if no reply is received action for processing ex-parte against the concerned Agency shall be initiated.

Speaking Order

The speaking order (reasoned order) for banning the business dealing with the Agency shall be issued by the Competent Authority or by a person authorized for the said purpose.

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Annexure-2D**.

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then NHPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NHPC then banning period of Agency shall be extended by another one year.

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the work.

The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has

already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

During the Suspension/ Banning period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

After Suspension/ Banning order, the Suspended/ Banned Agency shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the Suspended/ Banned agency as a Sub-Vendor /Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor /Sub-Contractor earlier.

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

Banning of business dealing shall not be applicable to the Subsidiary Company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

7.8 Hosting at NHPC website

The concerned unit shall forward the name and details of the Agency (ies) banned along with period and reasons of banning to IT&C Division of Corporate Office for displaying the same on the NHPC website.

8.0 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation Committee constituted by the Appellate Authority shall study the report of the previous investigating committee and reply submitted by the Agency while filing its case for appeal and call the Agency for personal hearing , if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be

communicated to the Agency as well as the Competent Authority (as per format enclosed as **Annexure-2E** with these guidelines).

9.0 Circulation of the names of Agencies with whom Business Dealings have been banned

The name of the concerned banned agency shall also be shared with MOP and other PSU in the sector and all the units of NHPC.

The provisions of this policy supersede and will have overriding effect on all earlier guidelines, procedures & system issued for the similar purpose.

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dt.... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) nodt. you have submitted your bid . (strike out whichever is not applicable)

Whereas the conduct of your firm in respect of the following is under investigation:

Brief of the default

“Whereas the Competent Authority prima facie considered the allegations (under investigation) are of a serious nature and decided pending investigation, it is not in the interest of the corporation to continue business dealing with your firm

This order shall have the following effects:

- (i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension
- (ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- (iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- (iv) In cases where tenders have already been issued to you and Price Bids have already been opened, the tendering process shall be continued
- (v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi) (a) In case the Firm is in Joint Venture the following would also be applicable:
 - i) **Participation of Agency in Joint Venture**
Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such

cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

As the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

- (b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been Banned provided the Equipment has been supplied by such Agency.

- (d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

On expiry of the above period of Suspension/Banning, you may approach...

(Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Suspension.

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to Show Cause in writing within 15 days from the date hereof why Business Dealing with your firm should not be banned / your firm is placed in the Banning List (as the case may be) and be debarred from entering into any contracts with NHPC for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. In case, you desire to present your case in person to NHPC, a personal hearing shall be conducted onat hours for which prior intimation be furnished to this office. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of NHPC.

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dtd.... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) nodt. you have submitted your bid .(strike whichever is not applicable)

Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serious nature and decided to conduct investigation.

“ Brief of the Default may be mentioned”

Whereas show cause notice vide no ... dtd....was served upon you. (whereas in spite of the opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any). Whereas you submitted the reply along with documents vide your letter no. _____dt. _____and presented your case in the personal hearing dated (if any) . After considering the allegations made in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof and personal hearing dated(if any), it has been decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with NHPC.

(In order to make the Intimation of Banning of Business Dealing Speaking Order (reasoned order), the issue of a Show Cause Notice and consideration of representation in reply to show cause notice , opportunity of personal hearing, if any, shall be communicated to the Agency concerned along with a reasoned order. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no reply to the Show Cause Notice was received or request for personal hearing was not made shall invariably be indicated in the communication to the Agency. The above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent practice / or any unethical practice and/or violation of any provision of Tender/Contract Condition having serious implications.)

This order shall have the following effects:

- i) Further business dealings with your firm is banned with immediate effect . The order of Banning would operate for a period ofyears/month Competent Authority may extend the period of Banning.
- ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

- iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- (v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi) (a) In case the Firm is in Joint Venture the following would also be applicable:

i) **Participation of Agency in Joint Venture**

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

- (b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.
- (d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

On expiry of the above period of Banning, you may approach..... (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

Further if you desire to appeal against this order you may do so within 30 days from the date of issue of this order to the appellate authority as here under:

Appellate Authority:

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

(Format for communication of Appellate Decision on Suspension/Banning Order)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To, M/s

Attn.: Shri

Sub: Suspension Banning of Business Dealings - Intimation of decision of Appellate Authority**Ref:** 1. Order dated Placing M/s on Suspension/Banning List by NHPC;

2. Your Appeal reference Dt.....

Dear Sir,

[

This has reference to the order dt..... placing you on Suspension/Banning List and your appeal petition reference dt.... on the same.

After considering the findings of the Original Authority in order and submissions made by you in your appeal, and the documents/documentary evidences available on record, it has been decided finally that :

- * There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of years/month from the date of order, as ordered by the original Authority is upheld,
- * Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld, but with a reduction in period of Suspension/Banning for years/months from the date of order of original authority;
- * Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable

##In order to make the Communication of Appellate Authority on Banning of Business Dealing Speaking Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defense and if any opportunity of personal hearing has been given to the Agency as a part of principle of natural justice shall invariably be mentioned in the communication, The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no sufficient ground has been furnished shall invariably be indicated in the final communication to the Agency. In case the option for Banning of Agency or reduction of Time Period for Banning of Agency is exercised then the above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC

ANNEXURE-3

QUALIFICATION INFORMATION SHEETS

Annexure-3A**General Information***Bidders are requested to complete the information*

1.	Name of firm											
2.	Head office address	Country:										
3.	Telephone Fax Email	Contact Person(s) Name Title/Position										
4.	Place of incorporation / registration Date											
5.	Legal status of firm Field of speciality in business											
6.	Number of present permanent employees:	<table border="1"> <tr> <td>Detail</td> <td>Civil Engineers</td> <td>Other Engrs</td> <td>Non Engineering</td> </tr> <tr> <td>Nos.</td> <td></td> <td></td> <td></td> </tr> </table>			Detail	Civil Engineers	Other Engrs	Non Engineering	Nos.			
Detail	Civil Engineers	Other Engrs	Non Engineering									
Nos.												
7.	Quality assurance system in head office	Certified by:										
8.	Agent or representative in INDIA Name Address Telephone	(if exists) Fax & Email										

Date

Signature

Annexure -3B**SUMMARY OF WORK EXPERIENCE****I. SUMMARY OF LIST OF WORKS COMPLETED AS ON DATE OF SUBMISSION OF TENDER**

S. No	Description of the Work & contract No.	Contract Awarded by	Contract Value	Date of contract awarded	Date of completion as per agreement	Date of commencement of work	Actual completion Date	Final value of Contract

Note:

- i.) Supportive documents / certificates from the Organizations' with whom they worked/ are working should be enclosed.

Signature of Bidder
Seal of the Company

Annexure -3C**SELF CERTIFICATE FOR LOCAL CONTENT BY BIDDER**

We [name of Bidder] hereby confirm, in respect of item(s) quoted in Schedules of Quantities & Prices of the subject tender, that Local Content is equal to (.....% of local content to be mentioned by bidder) as below:

BOQ No.	Item	(.....% of local content)	Locations at which local value addition is made

Note:

- i.) *The Bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) giving the percentage of local content.*

Signature of Bidder
Seal of the Company

{Ref. Sub-Article No.2(ii) of ITB}

Annexure – 4

**FORM OF SELF DECLARATION OF INELIGIBILITY
UNDERTAKING**

I/ We, M/s(Name of Bidder) hereby certify that I/we are not under the declaration of ineligibility for banning/ de-listing/ black listing/ debarment from business on the ground mentioned in Para 6 of Guidelines on banning of Business dealing (Annexure-2) to integrity pact, (ITB Clause 2 of RFS document) at the time of submitting of bid and shall intimate immediately of any such banning/de-listing/black listing/ debarring after submission of bid till the award of Tender.

(Seal & Signature of the Bidder)

Annexure -5A

DELETED

Annexure-5B

Deleted

(III): PROCEDURE FOR E-REVERSE AUCTION (e-RA)

- ANNEXURE -6 : Conditions of conducting e-RA after e-tendering
- ANNEXURE -7: Business Rule for e-RA
- ANNEXURE -8: Process Compliance form for e-RA
- ANNEXURE -9: Price Confirmation form for e-RA

ANNEXURE - 6

1.0 Conditions for conducting e-RA after e-tendering

- 1.1 Categorywise E-RA shall be implemented at Application Service Provider's Portal selected by NHPC.
- 1.2 Categorywise E-RA shall be followed after e-tender, if number of eligible bidders at categorywise price bid stage is at least 2 (two). e-RA shall be carried out on the basis of "**Tariff**" quoted by bidder in Rs./kWh. Tariff (in Rs/kWh) shall be quoted upto two places of decimal only. If tariff is offered with more than two digits after decimal, it shall be truncated and considered upto two places of decimal (in Rs/kWh) in evaluation. The H1 bidder of each category (whose derived "**Tariff**" as detailed in this paragraph is highest) will not be allowed to participate in further Reverse Auction process provided minimum three bidders are left in that category after removal of H1 bidder.
- 1.3 All those bidders who are found to be technically qualified, will be ranked according to the quoted tariff with highest ranking (Rank L1) to that bidder who has quoted the lowest tariff bid and so on.

If the tariff bid is same for two or more bidders, then the bidder with higher net worth during FY-2023-24 shall be given higher ranking. In case the net worth of bidders are also same, then relative ranking shall be decided through draw of lottery.

1.4 The Base Bid Price for e-Reverse Auction of a category shall be the lowest "**Tariff Bid**" of that category as derived in Clause 1.2 & 1.3 as described above. The minimum decrement value for Reverse Auction is 0.01 INR i.e. one paisa.

. In cases where no bidder accepts to quote lower than the base "**Tariff Bid**," e-RA of that category is to be treated as invalid and the NHPC/NHPC REL proceeds for fresh e-RA for that category or tenders shall be evaluated based on "**Tariff Bid**" as derived in Clause 1.2 & 1.3 in already opened e-Tender. The decision of the NHPC/NHPC REL in this regard shall be final and binding on the bidders.

- 1.5 After categorywise e-Reverse Auction and evaluating the categorywise lowest bid of the bidder based on lowest "**Tariff Bid**", the categorywise award shall be processed as per the procedure defined in the RFS document.
- 1.6 In case of failure of categorywise e-RA process for any reasons, e-tender results will be processed for award. Further, NHPC/ NHPC REL shall reserve the right to call the categorywise *L1 bidder for further process/negotiation or to cancel the e-reverse auction process/ re-tender at any time.

* L1= Successful Bidder after e-Reverse Auction (as the case may be)

ANNEXURE-7

Business Rules for e-Reverse Auction

- 1) NHPC have presently made arrangements with Application Service Provider, who will be NHPC's authorized Service Provider for e-Reverse Auction (e-RA). Please go through the guidelines given below and submit your acceptance to the same.
- 2) Bidders who are found technically and commercially acceptable and whose Price Bid is as per the Bid Condition after e-tender are eligible to participate in e-RA. The intimation of schedule date & time to conduct categorywise e-RA shall be sent to eligible bidders in advance. Categorywise E-Reverse Auction (e-RA) shall be conducted by Application Service Provider on scheduled date and time. Eligible bidders shall participate from their own offices / place of their choice. Internet connectivity shall be ensured by the respective bidders themselves. Designated officials i.e. Tender Inviting Authority of NHPC shall have access to portal and shall witness e-RA process.
- 3) Application Service Provider shall arrange to demonstrate / train (if not trained earlier) bidders' nominated person(s), without any cost. They will also explain all the Rules related to e-Reverse Auction/Business Rules Document to be adopted along with training manual.

The Application Service Provider (ASP) shall arrange to demonstrate/ train (if not trained earlier) bidders' nominated person(s) through ONLINE training by ppts / Audio Visual file without any cost. These training materials shall remain available on the portal all the time whenever bidders access the portal for such purposes. If bidders require any explanation in regard to the Rules related to e-Reverse Auction / Business Rules Document to be adopted along with bid manual, the same shall be explained to the bidder through any means of communication i.e. telephonic/email.

- 4) Before start of e-RA process, NHPC will provide the template calculation sheet (Spreadsheet) which will help bidders to arrive at "**Tariff Bid**" for the total scope of work.

Rank of the bidders would be displayed as per the "**Tariff Bid**" quoted by the Bidder in **Price Schedule**.

- 5) The Start Bid Price (SBP) for e-Reverse Auction in a category shall be Lowest Bidder's derived "**Tariff Bid**" of that category as above.

- 6) **Procedure of e-Reverse Auctioning:**

Dynamic Template Bidding (Rank Disclosed)

- i. In '*Dynamic Template Bidding (Rank Disclosed)*', bidders shall enter the "**Tariff Bid**" in line with clause 4 above for the total scope for subject Package. The value of decrement must be 0.01 INR i.e. one paisa and its multiple thereof of "**Lowest Tariff Bid**" after e-tender.
- ii. In the "Dynamic Bidding" **tie bid** is not allowed on Lowest "**Tariff Bid**" at e-RA Portal, i.e. if any higher price ranked vendor places bid equal to Lowest "**Tariff Bid**" in e- reverse auction, their bid will be rejected. The bidder is required to click on "Rejected" to know the reason of bid rejection. In that case, the bidder will have to instantly reduce their price within 5 minutes to submit lower quoted "**Tariff Bid**" otherwise the "**Tariff Bid**" will be considered as higher bid or rejected bid (system does not support tie bids in this type of auction).
- iii. The "**Tariff Bid**" received under e-RA shall be evaluated on the basis of evaluation method specified in the RFS document and the final evaluated Tariff thus obtained shall be used for comparison of bids

- 7) Within one (1) hour after conclusion of e-RA, successful bidder shall furnish confirmation through his registered e-mail id to the Tender Inviting Authority for present tender the following:

Final “**Tariff Bid**” quoted in Reverse Auction In case, there is any variation between the final “**Tariff Bid**” quoted in Reverse Auction and the document received after Auction, the first i.e. “**Tariff Bid**” in Auction will be taken as final offered “**Tariff**” by the bidder.

- 8) Auction shall be for a period of **60 minutes**. The bidding continues with an auto extension of **10 min** time if any Bidder quotes a further lower price within final 10 minutes of specified closing time of auction.

In final countdown and auto extension time, the Lowest “**Tariff Bid**” at e-RA Portal would be visible to all the vendors who have placed valid bids. However, real identity of the bidder would not be disclosed during entire e-reverse auction process. The bidding could continue even after the final run till the time there are no changes in prices within aforesaid final 10 minutes.

- 9) During Auction, if no bid is received within the specified time, NHPC/ NHPC REL, at its discretion, may decide to close the reverse auction process and proceed with results of e-tendering.
- 10) Each Bidder shall be assigned **Unique User Name & Password** by Application Service Provider. Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from Application Service Provider to ensure confidentiality. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
- 11) Bidders shall be able to view the following on their screens along with the necessary fields during the auction.
 - a. Rank of the respective bidder[@]
 - b. Bid placed by the respective bidder.

[@] ***“Tariff Bid” of Lowest bidder at e-RA Portal will be displayed in the last 10 minutes and in auto extension time.***

- 12) Consequent upon completion of e-Reverse Auction, NHPC’s/ NHPC REL decision on categorywise award of contract shall be final and binding on all the bidders.
- 13) NHPC/ NHPC REL shall be at liberty to call the *categorywise* *L1 bidder for further process/ negotiation/ cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof.
- 14) NHPC/NHPC REL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
- 15) NHPC/ NHPC REL along with Service Provider can decide to reschedule or cancel any Auction; the bidders shall be informed accordingly.
- 16) The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders. The bidder shall also not divulge either his bid or any other exclusive details of NHPC/ NHPC REL to any other party. If it has come to notice of NHPC/ NHPC REL/Service Provider that bidders have colluded while submitting price in e-RA, the same be dealt as per provision of Integrity Pact.
- 17) Any updation/ modification in the e-RA process brought out above shall be conveyed in advance to the bidders before e-RA.

18) Other terms and conditions shall be as per the RFS documents.

**L1= Lowest Evaluated Bidder for that category after e-Reverse Auction (as the case may be)*

ANNEXURE - 8

Process Compliance Form for e-Reverse Auction

(Bidders are required to submit this on their Company's Letter Head and sign & stamp)

To,

____Name, Designation, Address of Tender Inviting Authority____

Contact Person:

E-mail:

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the e-Reverse Auction mentioned in the Business Rules for <.....Name of tender Package & Tender Specification No.:>

This letter is to confirm that:

1. The undersigned is authorized representative* of the Company.
2. We have studied the e-Reverse Auction Terms & Conditions and the Business Rules governing the e-Reverse Auction as mentioned in the RFS document and confirm our agreement to them.
3. We also confirm that we shall take the training on the auction tool and shall understand the functionality of the same thoroughly, before start of e-RA.
4. We also confirm that we will submit Tariff confirmation within an hour of conclusion of e-Reverse Auction through company email ID.
5. Our registered email id is _____.

We hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

Address of Company / Organization –

**Person having power of attorney for the subject package*

ANNEXURE-9

Format for submitting Price Confirmation for e-Reverse Auction

(To be submitted on Company Letter Head duly signed and stamped)

REF No.

Date:

To,

____ **Name, Designation, Address of Tender Inviting Authority** ____

Contact Person:

E-mail:

Re: Price Confirmation for thee-Reverse Auction of

Auction Notice Dated:

For Procurement of... [...Name of package.....].

For M/s NHPC LIMITED E-Tender Id no.....

Reference above, we here by confirm that we have given our final offer in the e-Reverse Auction System as per the template, which is attached herewith duly signed and stamped from our end:

(i) Final TARIFF: .

Signature:

Name:

Designation

:

Seal of the Company:

VOLUME 1

INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS (IFB)

1.0 INTRODUCTION

- 1.0** NHPC Renewable Energy Limited (NHPC REL) is a wholly owned subsidiary of NHPC Limited. Incorporated in February 2022, NHPC REL is mandated for development of Renewable Energy, Small Hydro and Green hydrogen Projects. The Company is actively pursuing its entry into Solar, Wind, Green Hydrogen, Small Hydro and other Renewable Generation.
- 1.1** The scheme 'PM - SURYA GHAR: MUFT BIJLI YOJANA' was launched by the Government on 13.02.2024 to promote adoption of rooftop solar in the residential sector, providing Central Financial Assistance for consumers. Operational guidelines of the scheme were issued by MNRE on 03.07.2024.
- 1.2** NHPC Limited has been allocated of 8 nos. of Central Ministries/ Departments by MNRE and five nos. States viz. Haryana, UT of J&K, Sikkim, Manipur and Nagaland (communicated by MNRE O.M. dated 25.01.2024, for taking up installation and coverage of roof top solar capacity in mission mode (under PM Surya Ghar Yojana) by Dec'2025 as per details below:

A.	Central Ministries allocated to NHPC REL:
1	Ministry of Food Processing Industries
2	Ministry of Heavy Industries and Public Enterprises
3	Ministry of Science and Technology
4	Ministry of Water Resources
5	Ministry of Drinking Water & Sanitation
6	Ministry of Environment, Forests & Climate Change
7	Ministry of Law and Justice
8	Ministry of Micro, Small & Medium Enterprises
B.	States allocated to NHPC REL:
1	Haryana
2	Sikkim
3	UT of J&K
4	Nagaland
5	Manipur

Bidders are advised to collect all necessary information under the scheme as mentioned in the MNRE operational guidelines for government buildings No. 318/17/2024-Grid Connected Rooftop (Part-2) dated 03rd July 2024 and

must apprise themselves of all the relevant guidelines as and when notified and NO ADDITIONAL CLAIM shall be entertained in this regard.

- 1.3 In view of above, **NHPC Renewable Energy Limited (hereinafter called NHPC REL)** intends to invite proposal for setting up Grid connected rooftop projects for **Government buildings in the State of Sikkim (hereinafter called Government Client / Institution / Organization)**, at various locations under RESCO mode. Bidding shall be Tariff based Competitive Based Process. After conclusion of bidding process, SREDA and their associated departments (Annexure-B) shall enter into Power Purchase Agreement (PPA) with the selected Bidder, based on this RfS for purchase of Solar power for a period of 25 years from the Scheduled Commencement of Supply Date of the project based on the terms, conditions and provisions of the RfS and PPA.
- 1.4 This document is for selection of Roof Top Developer (RTD) for setting up Grid-connected Solar Roof top PV Plant of tentative capacity of 5.06 MW on the roof of government buildings of various departments of state of Sikkim. The solar power produced by the selected RTD from its respective Solar Roof Top Plants will be purchased by the respective Building owner and would be used for self-consumption or net metering.
- 1.5 NHPC REL shall be Project Management Consultant (PMC) for the RESCO project set up by RTD.

2.0 OVERVIEW OF RFS:

- 2.1 Roof Top Developers (hereafter referred to as RTDs) selected by NHPC REL based on this RfS, shall set up roof top Solar plants on RESCO Mode in accordance with the provisions of this RfS document and standard Power Purchase Agreement (PPA) attached in this RfS.
- 2.2 Government Institutions shall enter into PPA with successful RTD for a period of 25 years from the date as per the provisions of PPA. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such projects. 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 NHPC REL for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.
- 2.3 Bidder shall quote a single tariff for entire of its projects' capacity offered, which shall be applicable for all the 25 years.

- 2.4 No separate Central Financial Assistance is envisaged for implementation of the Projects selected under this RfS.

3.0 GUIDELINES FOR IMPLEMENTATION OF THE RFS

- 3.1 Ministry of New & Renewable Energy (MNRE) vide its Office Memorandum No. 318/17/2024- Grid Connected Rooftop (part-2) dated 03.07.2024 issued Guidelines for Saturation of Government Buildings under PM Surya Ghar: Muft Bijli Yojana. Under the scheme, all Government rooftops under the administrative control of Central Government Ministries/Departments, including autonomous bodies, subordinate offices etc. shall be saturated with rooftop solar to the extent that is technically feasible by 31st December, 2025.

4.0 BRIEF SCOPE OF WORK

The Solar Photo Voltaic (PV) installation at Various locations on Government Buildings in the State of Sikkim in RESCO Mode on Tariff-Based Competitive Bidding as mentioned in Annexure-A on shadow free area in such a way that the generation is maximized. The final plant capacity shall be as per the detailed engineering and approved design.

Tentative Capacity is:

(a) Roof Top Solar Capacity: 5.06 MWac

(b) No of categories : 6 Nos.

Detailed scope of work is provided in the RFS document.

Tentative list of buildings/locations where rooftop solar is proposed is placed at **Annexure-A** of IFB.

The contact details for any assistance related to site visit is enclosed as **Annexure-B** of IFB.

Annexure-A of IFB

The combined identified capacity are as under:

Sl. No.	Category	District	Estimated Rooftop Potential (kW)	No. of Buildings
1.	Category-1	Mangan	682	10
2.	Category-2	Namchi	1217	18
3.	Category-3	Gangtok	1790	21
4.	Category-4	Soreng	366	6
5.	Category-5	Gyalshing	735	13
6.	Category-6	Pakyong	270	9
	TOTAL=		5060	77

Category - 1

Sr. No.	Building Name	Site Name	Rooftop Area(Sq.m)	Feasible Area RTS (Sq.m)	Feasible Capacity RTS (kW)	Address	District	PIN Code	Latitude	Longitude
1	Lachen (Food Godown).	Lachen (Food Godown).	255	255	25	Lachen (Food Godown).	Mangan	737120	27° 43' 59.99" N	88° 32' 59.99" E
2	Dikchu (Food Godown).	Dikchu (Food Godown).	307	307	30	Dikchu (Food Godown).	Mangan	737101	27.4016°N	88.5238°E.
3	Passingdong PHC	Passingdong PHC	358	358	35	Passingdong PHC	Mangan	737116	27.743235	88.532139
4	Dikchu PHC	Dikchu PHC	358	358	35	Dikchu PHC	Mangan	737101	27.370853	88.225255
5	Mangan (Food Godown).	Mangan (Food Godown).	409	409	40	Mangan (Food Godown).	Mangan	737116	27° 31' 12.00" N	88° 31' 48.00" E
6	Phodong PHC	Phodong PHC	460	460	45	Phodong PHC	Mangan	737119	27.4129	88.5838
7	KABI	KABI	715	715	70	KABI	Mangan	737117	27.240135	88.363864
8	Mangan	Mangan	766	766	75	Mangan	Mangan	737116	27° 31' 12.00" N	88° 31' 48.00" E
9	Mangan District Hospital (Old)	Mangan District Hospital (Old)	838	838	82	Mangan District Hospital (Old)	Mangan	737116	27° 31' 12.00" N	88° 31' 48.00" E
10	Lachen	Lachen	2504	2504	245	Lachen	Mangan	737120	27.435999	88.325999

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Category - 2

Sr. No.	Building Name	Site Name	Rooftop Area(Sq.m)	Feasible Area RTS (Sq.m)	Feasible Capacity RTS(kWp)	Address	State	District	PIN Code	Latitude	Longitude
1	Yangang (Food Godown).	Yangang (Food Godown).	255	255	25	Yangang (Food Godown).	Sikkim	Namchi	737134	27.294139	88.418817
2	Ayush	Ayush	307	307	30	Ayush	Sikkim	Namchi	737126	27.165919	88.360466
3	Temi PHC	Temi PHC	307	307	30	Temi PHC	Sikkim	Namchi	737126	27.234096	88.411708
4	Chisopani (Food Godown).	Chisopani (Food Godown).	307	307	30	Chisopani (Food Godown).	Sikkim	Namchi	737121	27.164756	88.334612
5	Ravongla (Food Godown).	Ravongla (Food Godown).	307	307	30	Ravongla (Food Godown).	Sikkim	Namchi	737139	27.304581	88.365657
6	Soochana Bhawan, Jorethang Road, Namchi	Soochana Bhawan, Jorethang Road, Namchi	307	307	30	Soochana Bhawan, Jorethang Road, Namchi	Sikkim	Namchi	737126	27.166868	88.35964
7	Excise Office, Jorethang	Excise Office, Jorethang	347	347	34	Excise Office, Jorethang	Sikkim	Namchi	737128	27.13278	88.28456
8	11 Mile Bermiok(Tokal)	11 Mile Bermiok(Tokal)	409	409	40	11 Mile Bermiok(Tokal)	Sikkim	Namchi	737134	27.211463	88.461968
9	Temi Tarku GPU (Temi BAC)	Temi Tarku GPU (Temi BAC)	450	450	44	Temi Tarku GPU (Temi BAC)	Sikkim	Namchi	737128	27.234096	88.411708
10	Linchok Kamarey Gpu	Linchok Kamarey Gpu	460	460	45	Linchok Kamarey Gpu	Sikkim	Namchi	737128	27.234096	88.411708
11	Jorethang CHC	Jorethang CHC	511	511	50	Jorethang CHC	Sikkim	Namchi	737128	27.132356	88.283914
12	Ravongla PHC	Ravongla PHC	511	511	50	Ravongla PHC	Sikkim	Namchi	737139	27.308773	88.36496
13	Dorongpani (Namchi New Food Godown)	Dorongpani (Namchi New Food Godown)	511	511	50	Dorongpani (Namchi New Food Godown)	Sikkim	Namchi	737126	27.166585	88.363801
14	Jorethang	Jorethang	777	777	76	Jorethang	Sikkim	Namchi	737128	27.1317	88.2796
15	Namchi District Hospital	Namchi District Hospital	1022	1022	100	Namchi District Hospital	Sikkim	Namchi	737126	27.165718	88.3602189
16	Jorethang	Jorethang	1022	1022	100	Jorethang	Sikkim	Namchi	737128	27.1317	88.2796
17	Namchi	Namchi	2156	2156	211	Namchi	Sikkim	Namchi	737126	27.165718	88.3602189
18	Namchi	Namchi	2473	2473	242	Namchi	Sikkim	Namchi	737126	27.165718	88.3602189

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Category - 3

Sr. No.	Building Name	Site Name	Rooftop Area(Sq.m)	Feasible Area RTS(Sq.m)	Feasible Capacity RTS (kWp)	Address	District	PIN Code	Latitude	Longitude
1	13TH Mile J.N Road (Food Godown).	13TH Mile J.N Road (Food Godown).	255	255	25	13TH Mile J.N Road (Food Godown).	GANGTOK	737103	27.37776	88.6885
2	Biotech Centre, Sajong	Biotech Centre, Sajong	307	307	30	Biotech Centre, Sajong	GANGTOK	737135	27.3132	88.06416
3	Head Office, Vigyan Bhawan	Head Office, Vigyan Bhawan	317	317	31	Head Office, Vigyan Bhawan	GANGTOK	737102	27.3182	88.6068
4	Soochana Bhawan, 5th Mile Tadong	Soochana Bhawan, 5th Mile Tadong	327	327	32	Soochana Bhawan, 5th Mile Tadong	GANGTOK	737102	27.3127	88.5994
5	TopaKhani (Singtam Food Godown).	TopaKhani (Singtam Food Godown).	358	358	35	TopaKhani (Singtam Food Godown).	GANGTOK	737134	27.2309	88.4983316
6	Makha (Food Godown).	Makha (Food Godown).	358	358	35	Makha (Food Godown).	GANGTOK	737134	27.31142	88.455178
7	Lumsey (Gangtok Urban Food Godown).	Lumsey (Gangtok Urban Food Godown).	409	409	40	Lumsey (Gangtok Urban Food Godown).	GANGTOK	737103	27.3226	88.5984
8	Lumsey (Gangtok Rural Food Godown).	Lumsey (Gangtok Rural Food Godown).	409	409	40	Lumsey (Gangtok Rural Food Godown).	GANGTOK	737102	27.3226	88.5984
9	Chipsu PHSC	Chipsu PHSC	409	409	40	Chipsu PHSC	GANGTOK	737101	27.3	88.3
10	Land fill martam	Land fill martam	511	511	50	Land fill martam	GANGTOK	737135	27.2624	88.5564499
11	Sikkim Science Centre, Marchak	Sikkim Science Centre, Marchak	511	511	50	Sikkim Science Centre, Marchak	GANGTOK	737135	27.1648	88.3539
12	Kazi Road(Head Office Annexure-I Building).	Kazi Road(Head Office Annexure-I Building).	511	511	50	Kazi Road(Head Office Annexure-I Building).	GANGTOK	737101	27.31142	88.4551789
13	Sowarigpa NIT	Sowarigpa NIT	511	511	50	Sowarigpa NIT	GANGTOK	737103	27.3121	88.6101
14	LINGDOK	LINGDOK	552	552	54	LINGDOK	GANGTOK	737107	27.532734	88.777832
15	District Hospital Singtam	District Hospital Singtam	818	818	80	Sikkim	GANGTOK	737134	27.086	88.48

16	Jt Dir. Office Gangtok Tadong	Jt Dir. Office Gangtok Tadong	838	838	82	Jt Dir. Office Gangtok Tadong	GANGTOK	737102	27.3127	88.5994
17	Pharmacy College sajong	Pharmacy College sajong	1022	1022	100	Pharmacy College sajong	GANGTOK	737132	27.3389	88.606506
18	At lall market shopping complex top floor	At lall market shopping complex top floor	1380	1380	135	At lall market shopping complex top floor	GANGTOK	737101	27.3389	88.606506
19	Resithang	Resithang	1390	1390	136	Resithang	GANGTOK	737101	27.34663	88.59648
20	Indoor sports - Fulsal	Indoor sports - Fulsal	1533	1533	150	Indoor sports - Fulsal	GANGTOK	737102	27.3182	88.6068
21	Palzor Stadium	Palzor Stadium	5569	5569	545	Palzor Stadium	GANGTOK	737101	27.3352	88.6128

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Category - 4

Sr. No.	Building Name	Site Name	Rooftop Area(Sq.m)	Feasible Area RTS(Sq.m)	Feasible Capacity RTS (kWp)	Address	State	District	PIN Code	Latitude	Longitude
1	Soreng (Food Godown).	Soreng (Food Godown).	255	255	25	Soreng (Food Godown).	Sikkim	Soreng	737121	27.173396	88.206933
2	Soreng CHC	Soreng CHC	307	307	30	Soreng CHC	Sikkim	Soreng	737121	27.173894	88.202297
3	Mangalbaria PHC	Mangalbaria PHC	358	358	35	Mangalbaria PHC	Sikkim	Soreng	737121	27.192062	88.286079
4	Rinchenpong PHC	Rinchenpong PHC	511	511	50	Rinchenpong PHC	Sikkim	Soreng	737113	27.23937	88.268778
5	Sombaria PHC	Sombaria PHC	511	511	50	Sombaria PHC	Sikkim	Soreng	737121	27.141112	88.147868
6	Jawbari Tar, Soreng	Jawbari Tar, Soreng	1799	1799	176	Jawbari Tar, Soreng	Sikkim	Soreng	737121	27.167722	88.205719

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Category - 5

Sr. No.	Name of Government Building	Site Name	Rooftop Area(Sq.m)	Feasible Area RTS (Sq.m)	Feasible Capacity RTS (kWp)	Address	District	PIN Code	Latitude	Longitude
1	Legship (Food Godown).	Legship (Food Godown).	255	255	25	Legship (Food Godown).	GYALSHING	737111	27.2785	88.27467
2	Thingling (Food Godown).	Thingling (Food Godown).	255	255	25	Thingling (Food Godown).	GYALSHING	737113	27.34173	88.2254
3	Yuksam PHC	Yuksam PHC	255	255	25	Yuksam PHC	GYALSHING	737113	27.3708	88.22534
4	Gyalshing (Food Godown).	Gyalshing (Food Godown).	307	307	30	Gyalshing (Food Godown).	GYALSHING	737111	27.287	88.25971
5	Darap (Food Godown).	Darap (Food Godown).	307	307	30	Darap (Food Godown).	GYALSHING	737113	27.306463	88.189648
6	Uttarey (Food Godown).	Uttarey (Food Godown).	358	358	35	Uttarey (Food Godown).	GYALSHING	737113	27.2724	88.09816
7	50 Bedded Ayush Hospital	50 Bedded Ayush Hospital	409	409	40	50 Bedded Ayush Hospital	GYALSHING	737111	27.2897	88.24533
8	Dentam PHC a) Old building	Dentam PHC a) Old building	409	409	40	Dentam PHC a) Old building	GYALSHING	737113	27.2618	88.13063
9	Senek(Tashiding) PHC	Senek(Tashiding) PHC	511	511	50	Senek(Tashiding) PHC	GYALSHING	737111	27.3265	88.28697
10	Dentam PHC b)New building	Dentam PHC b)New building	511	511	50	Dentam PHC b)New building	GYALSHING	737113	27.2519	88.13065
11	Gyalshing District Hospital	Gyalshing District Hospital	1022	1022	100	Gyalshing District Hospital	GYALSHING	737111	27.2911	88.18997
12	kyongsa, Gyalshing	kyongsa, Gyalshing	1083	1083	106	kyongsa, Gyalshing	GYALSHING	737111	27.287	88.25971
13	kyongsa, Gyalshing	kyongsa, Gyalshing	1829	1829	179	kyongsa, Gyalshing	GYALSHING	737111	27.287	88.25971

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Category - 6

Sr. No.	Building Name	Site Name	Rooftop Area(Sq.m)	Feasible Area RTS(Sq.m)	Feasible Capacity RTS (kWp)	Address	District	PIN Code	Latitude	Longitude
1	Ranipool UPHC	Ranipool UPHC	255	255	25	Ranipool UPHC	Pakyong	737135	27.287711	88.59395
2	ANM College	ANM College	255	255	25	ANM College	Pakyong	737132	27.23329	88.4964
3	Talkharka South Regu (Food Godown).	Talkharka South Regu (Food Godown).	255	255	25	Talkharka South Regu (Food Godown).	Pakyong	737133	27.20269	88.72723
4	Pakyong Fire Station building	Pakyong Fire Station building	255	255	25	Pakyong Fire Station building	Pakyong	737106	27.17997	51498
5	Drug Testing Laboratory	Drug Testing Laboratory	307	307	30	Drug Testing Laboratory	Pakyong	737134	27.22786	88.49715
6	Pakyong (Food Godown).	Pakyong (Food Godown).	307	307	30	Pakyong (Food Godown).	Pakyong	737106	27.26242	88.60384
7	Rongli (Food Godown).	Rongli (Food Godown).	307	307	30	Rongli (Food Godown).	Pakyong	737131	27.22423	88.70251
8	Rangpo (Food Godown).	Rangpo (Food Godown).	358	358	35	Rangpo (Food Godown).	Pakyong	737132	27.18016	88.51491
9	Emergency & trauma	Emergency & trauma	460	460	45	Emergency & trauma	Pakyong	737133	27.17442	88.64579

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Annexure-B of IFB

Sr. No.	State	Nodal Officer	Other Contact Details
1	Sikkim	SH. DHENDUP D LAMA, DIRECTOR, POWER DEPARTMENT Mobile: 9434339303 Email: dhenduplama.ddgolay@yahoo.co.in Office Number: 03592221127	Mr Arbin Rai 9434742531 arvinrai@yahoo.com

VOLUME 2

DEFINITIONS

&

STANDARD COPY

OF

PURCHASE POWER AGREEMENT (PPA)

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. Words indicating one gender include all genders;
3. Provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be recorded in writing;
4. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
5. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
6. Different parts of this RFS are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this RFS, they shall be interpreted in a harmonious manner so as to give effect to each part.
7. The table of contents and any headings or sub headings in the RFS has been inserted for case of reference only & shall not affect the interpretation of this agreement.
8. The word “tender” is synonymous with “bid,” “RFS”, “tenderer,” with “bidder,” and “tender documents” with “bidding RFS documents,” and

“Written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

1. **Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

1.2 Acts / Codes shall mean, but not limited to the following, including the latest amendments and/or replacements, if any:-

- 1.5.1.1 Electricity Act, 2003 with amendments thereto if any.
- 1.5.1.2 A.I.E.E Test Codes.
- 1.5.1.3 American Society of Testing of Materials (ASTM Codes).
- 1.5.1.4 Relevant standards of the Bureau of Indian Standards (IS Codes)
- 1.5.1.5 Arbitration and Conciliation Act, 1996, and Rules made thereunder.
- 1.5.1.6 Environment (Protection) Act, 1986 and Rules made there under.
- 1.5.1.7 Other approved standards and/or Rules and Regulations touching the subject matter of the Contract.

1.3 “Affiliate” shall mean a Company that, directly or indirectly, controls, or is controlled by, or 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;

1.4 "Applicable Tariff" shall be the quoted Tariff by the selected Solar Power Generators/Project Developers.

1.5 ‘Approved’ means approval in writing including subsequent written confirmation of previous verbal approval.

1.6 ‘Bill of Quantities’ (BOQ) or ‘Price Schedules’ or ‘Schedules’ means the bill of quantities included in the RFS for the Works.

1.7 “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 NHPC/NHPC REL

1.8 “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 .

1.9 Bidding Company” shall refer to such single company that has submitted the response in accordance with the provisions of this RfS;

1.10 “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

1.11 “BID CAPACITY” shall mean contracted capacity of the Solar PV Power Project(s) with or without Energy Storage Systems (ESS) as proposed by the Bidder.

1.12 “BUYING ENTITY” shall mean any Discom/distribution licensee that requires Solar Power to fulfil its RPO under respective RPO regulations / Energy Storage Obligations as per the Government of India’s orders or notifications.

1.13 “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, 2020 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Capacity at the “Delivery / Inter-connection / Metering Point”.

1.14 “Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountants within the meaning of the Chartered Accountants Act, 1949;

1.15 “Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable;

1.16 “Control” The control shall mean holding more than 50% of paid-up share capital;

1.17 Deleted

1.18 Commercial Operation Date (COD) shall be the actual date of commissioning of the Project as per IEGC-2023 provisions, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be.

1.19 “Commissioning of Project” the Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid;

1.20 “CTU or Central Transmission Utility” shall mean the Central Transmission Utility as defined in sub-section (10) of Section 2 of the Electricity Act 2003;

1.21 “Completion (Period)” of Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding is 9 (Nine) months from the date of Signing of PPA.

1.22 “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;

1.23“Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for transportation, installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.

1.24“Contractor’s Representative” means any person nominated by the Contractor and approved by the NHPC/NHPC REL hereof to perform the duties delegated by the Contractor.

1.25“Contractor” means the person(s) whose bid to perform the Contract has been accepted by the NHPC/NHPC REL

1.26 Contract Year” shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: in the financial year in which the Commencement of Supply Date (CSD) would occur, the Contract Year shall end on the date immediately before the CSD and a new Contract Year shall commence once again from the CSD and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement

1.27“Day” means calendar day of the Gregorian calendar.

1.28‘DISCOM’ means ‘Concerned Distribution Utility of the State.

1.29‘Drawings’, ‘Plans’, shall mean engineering data and drawings submitted by the Contractor with his bid and/or during the progress of the work provided such drawings are acceptable to the Engineer/NHPC/NHPC REL.

1.30“Effective Date” shall be the date of signing of PPA..

1.31“NHPC/NHPC REL” or “Owner” or “NHPC” means NHPC Ltd.and includes the legal successors or permitted assigns of the NHPC/NHPC REL.

1.32“Engineer/Engineer In-Charge” means the person appointed by the NHPC/NHPC REL to perform the duties delegated by the NHPC/NHPC REL.

1.33“Facilities” or “Works” means the Plant and Equipment to be supplied and installed, all works to be executed, all items & things to be supplied/done as well as all the Installation Services including design, fabrication, manufacture, supply, transportation, erection, testing and commissioning together with operation and maintenance works to be carried out by the RTD under the Contract.

1.34 “GOVERNMENT CLIENT ORGANIZATION” shall mean the Sikkim Renewable Energy Development Agency (SREDA)/its associated departments /Bodies/ /PSU/ organization authorized to sign the PPA with the Roof Top Developer (RTD)

1.35 “Guidelines” shall mean Guidelines by Ministry of New & Renewable Energy (MNRE) vide its Office Memorandum No. 318/17/2024- Grid Connected Rooftop (part-2) dated 03.07.2024 issued Guidelines for Saturation of Government Buildings

under PM Surya Ghar: Muft Bijli Yojana including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.

1.36 “GRID CODE Regulations” or “GRID CODE” shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

1.37‘Independent External Monitor(s) (IEMs)’ means the External Monitor(s) appointed by the NHPC/NHPC REL to oversee the implementation of Integrity Pact.

1.38‘Integrity Pact’ means the Pact signed between the NHPC/NHPC REL and Contractor committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract.

1.39“Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the RTD under the RfS;

1.40 “Inter-connection point /Delivery/Metering point” shall be the single point, at a locations mentioned in RfS for each project under Connectivity details given by Government Client, in line with applicable regulation/ rules where Solar Roof Top Power is delivered by the RTD from the Project to the Client.

For interconnection with grid and metering, the RTD shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as applicable, amended and revised from time to time.;

1.41 “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).

1.42 “Letter of Award” or “LOA” shall mean the letter issued by NHPC Limited/ NHPC REL to the Selected Bidder for award of the Project.

1.43“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”: There shall be only one Lead Member, having the shareholding of not less 50% in the Bidding Consortium.

1.44‘Metering Point’means the point at which the State Power Utility/Electricity Board measures the quantity of energy supplied to its grid.

1.45 “Month” shall mean a period of thirty (30) days from (and excluding) the date of the event, where specified, else a calendar month;

1.46‘NODAL AGENCY’ means ‘Agency of the Centre/State’.

1.47 “Paid-up share capital” shall mean such aggregate amount of money credited as paid-up as is equivalent to the amount received as paid up in respect of shares issued and also includes any amount credited as paid up in respect of shares of the company but does not include any other amount received in respect of such shares, by whatever

name called.

1.48 “Party”: means the NHPC/NHPC REL or the RTD as the context requires and Parties means both of them.

1.49“Person”shall include firms, companies, corporations and associations or bodies or individuals, whether incorporated or not.

1.50“Singular” or **“masculine ”**includes**“plural”**or **“feminine”** and vice-versa in their respective context.

1.51“Plant and Equipment” means permanent plant, equipment, machinery, apparatus, materials articles and things of all kinds to be provided and incorporated in the Facilities by the RTD under the Contract, but does not include Contractor’s Equipment.

1.52“Project”shall mean **“Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding ”**

1.53 “Project Developer” or Solar Power Developer (SPD) or Roof Top Developer (RTD) shall mean Bidding Company participating in the bid and having been selected and allocated a Project capacity by NHPC/NHPC REL (through a competitive bidding process) and supplying power under the PPA. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns and Lead Member of the Company jointly and severally, as the context may require.

1.54 “Prudent Utility Practice”means accepted international / Indianpractice(s), standard(s), engineering and operation considerations,taking into account the conditions prevalent at Site including manufacturer's recommendations generally followed in the operation and maintenance of facilities similar to the power plant.

1.55 “RESCO” shall mean Renewable Energy Service Companies.

1.56 “RESCO MODEL” shall mean a business model where the Project Developer sets up a Solar Roof Top PV Power Project on the Building owned by a different entity, by obtaining right to access the Roof/leasing the Roof with the Roof-owning entity on mutually agreed terms and conditions, and enters into the PPA with Roof owner/ DISCOM/ 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.

1.57“RfS” or “RfS document” or “Bidding Document(S)” or “Tender Documents” shall mean the “Request for Selection” document issued by NHPC/NHPC REL including standard Power Purchase Agreement along with subsequent clarifications and amendments thereof issued.

1.58 “RTD” shall mean the Roof Top Developer

1.59 “Scheduled Commencement-of-Supply Date (SCSD)” in relation to the

contracted capacity shall mean the date corresponding to the date of commencement of supply as indicated in the RfS. Scheduled Commencement of Supply Date (SCSD) shall be 09 (Nine) months from the Effective Date of PPA.

1.60“SCC” means the Special Conditions of Contract.

1.61 “Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA;

1.62“Site” means the rooftop spaces and other places upon which the Facilities are to be installed and such other land/water body or places as may be specified in the Contract as forming part of the Site.

1.63‘Specification’, or Technical Specifications or ‘NHPC/NHPC REL’s Requirement’ shall mean the Technical specifications forming a part of the RfS and such other schedules as may be mutually agreed upon.

1.64 “STU or State Transmission Utility” shall mean the Board or the Government Company notified by the respective State Government under Sub-Section 1 of Section 39 of the Electricity Act 2003;

1.65‘TRANSCO’ means ‘State Transmission Company or Corporation’.

1.66 “Ultimate Parent” shall mean a company, which owns not less than fifty one percent (51%) of paid up share capital either directly or indirectly in the Parent and Affiliates.

1.67 ‘Writing’ shall include any manuscript, type written or printed statement, under or over signature of the authorized representative of NHPC/NHPC REL/Contractor and/or seal as the case maybe.

STANDARD COPY
OF
PURCHASE POWER AGREEMENT (PPA)

MODEL POWER PURCHASE AGREEMENT (PPA)

BETWEEN

**CONTRACTOR AND GOVT.ORGANIZATION, PSU AND
OFFICES FOR DESIGN, MANUFACTURE, SUPPLY,
ERECTION, TESTING AND COMMISSIONING
INCLUDING WARRANTY, OPERATION &
MAINTENANCE OF GRID CONNECTED ROOF-TOP
SOLAR PHOTOVOLTAIC AND SMALL SOLAR POWER
PLANTS IN RESCO MODEL**

This Power Purchase Agreement (PPA) is executed on____ (date), ____ (month),____ (year) at <location>between_____ Authorized representative of Purchaser<i.e. Government Organization, PSU and Offices>(detail address), (hereinafter referred to as "Purchaser")ANDM/s (Name of Power Producer) (CIN No. _____), a company incorporated under the Companies Act, 1956/2013 having its registered office at _____(detail address) (hereinafter referred to as "Power Producer" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns). The Purchaser and Power Producer are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

A. The Power Producer has been notified as successful bidder by <Name of Expert PSU> for "Design, Manufacture, Supply,Erection, Testing and Commissioning including Warranty, Operation & Maintenance of ____ kWp Rooftop Solar PV System at (building name)" (Project) and as per competitive biddingunder RFS No _____ dated _____

B. The Power Producer is engaged in the business of design, supply, erection, testing, commissioning, operating and maintenance power plants, including grid connected rooftop power projects. C. The Power Producer has agreed to install and operate a solar photovoltaic power plant of ____kWp capacity at the Premises after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement. D. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

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

1. Definitions and Interpretation

1.1 Definitions

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

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

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

(c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time. (d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof 1:4 such Governmental Authority.

(f) "Assignment" has the meaning set forth in Section 14.1:

(g) "Business Day" means any day other than Sunday or any other day on

which banks in < name of the State> are required or authorized by Applicable Law to be closed for business:

(h) "Commercial Operation Date" has the meaning set forth in Section 4. 3(b)

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

(j) "Deemed Generation" has the meaning set forth in Section 5.3 (c)

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

(l) "Dispute" has the meaning set forth in Section 17.7 (b);

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

(o) "Due Date" has the meaning set forth in Section 7.4;

(p) "Effective Date" has the meaning set forth in Section 2;

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

(r) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

(s) "Force Majeure Event" has the meaning set forth in Section 11.1

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

(u) "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.

(v) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires. (w) "Insolvency Event" means with respect to a Party, that either

i. Such party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator or the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D)

commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or ii. It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.

(x) "Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises. (y) "Invoice Date has the meaning set forth in Section 7.2.

(z) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation) (aa) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy.

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

(bb) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.

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

(dd) "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.

(ee) "Power Producer Default" has the meaning set forth in Section 12.1 (a).

(ff) "Power Producer Indemnified" has the meaning set forth in Section 16.2.

(gg) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirety of any and underlying real property located at the address described in Schedule 1 to this Agreement.

(hh) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.

(ii) "Purchase Price" means the fee payable by Power Purchaser to the Power Producer under the circumstances described in Section 3.2 (jj) "Purchaser Default" has the meaning set forth in Section 12.2 (a).

(kk) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.1(II) "Representative" has the meaning forth in Section 15.1.

(mm) "Scheduled Complete Date" has the meaning set forth in Section 4.1(g) (nn) "Selectee" means, a new company (i) proposed by the Lenders read with Schedule III hereof and approved .by the Purchaser (ii) or proposed by the Purchaser in accordance. with Schedule III hereof and approved by the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in-accordance with the terms and conditions contained in the said Schedule. (oo) "Solar Power" means the supply of electrical energy output from the System. (pp) "Solar Power Payment" has the meaning set forth in Section 7.1.

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

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

(ss) "Tariff" means the price per kWh set forth in Schedule II hereto.

(tt) "Term" has the meaning set forth in Section 3.1:

1.2 Interpretation

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

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

2. Effective Date

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

3. Terms and Termination

3.1 Term

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

3.2 Purchase Option/ Purchase Obligation

So long as a Purchaser default shall not have occurred and be continuing, Purchaser has - the option to purchase the System by paying the Power Producer the Purchase price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power, Producer of Purchaser's intent to exercise .its option to purchase the System on such purchase date: In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable purchase price to the Power Producer on the Purchase Date, and such payment shall be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A)

cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price in each case as described in the preceding sentence, the agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.

3.3 Conditions of the Agreement prior to installation

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

(a) There has been a, material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.

(b) The Power Producer has determined that there are easements, Capacity Cost Recovery (CCRs) or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)

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

4.1 Installation Work

a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with RFS No _____ dated: _____ and the sanction letter issued by <NAME OF EXPERT PSU>. The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.

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

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

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

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

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

g) The Power Producer shall, within fifteen (15) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved from the Power Purchaser within 3 working days from the submission of the drawings. If the Purchaser has any objection/recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) working days of the date of submission of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld Subject to any punch-list items which shall be agreed by the. Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within the scheduled completion period from the Effective Date ("Scheduled Completion Date"). Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.

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

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

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

4.2 Approvals and Permits

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

4.3 System Acceptance Testing

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

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

5 System Operations

5.1 The Power Producer as Owner and Operator. The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser. Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or 'maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser. In the event of a problem with the System, as a result of the Purchaser actions for which Power Producer is not responsible as provided in this Agreement, Purchaser may choose and pay Power Producer for diagnosing and correcting the problem at Power Producer or Power Producer's contractors standard rates.

5.2 Metering

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

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

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

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

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

(g) Power Producer shall be responsible for transformer etc. "if required" & metering as per respective clause of RFS (reference to be quoted).

5.3 System Disruptions

(a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide restricted access of the Premises to Power Producer for operation and maintenance of solar power plant.

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

(c) Roof Repair and other System Disruptions In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion of the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate. Over the preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation). Power producer shall inform about the 'disruption or outage in System production, for reasons attributable to purchaser in 'writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Purchaser.

6 Delivery of Solar Power

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

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

6.2 Estimated Annual Production

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

6.3 Suspension of Delivery

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

7 Tariff and Payments

7.1 Consideration Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility. The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time. As detailed in Schedule - II, the Tariff will be equal to Rs. ____/kWh levelized tariff as per <NAME OF EXPERT PSU> allocations. The 'year' Considered shall be the financial year which April 1st to 31st March of every year as per <NAME OF EXPERT PSU> Schedule II provides a detailed year on year tariff schedule.

7.2 Invoice

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

7.3 The invoice to the purchaser shall include.

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

7.4 Time of payment

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

7.5 Method of Payment

Purchaser shall make all payments under the Agreement by cheque / demand draft/ electronic funds transfer only in immediately available funds to the account designated by the Power Producer from time to time. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of

any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

7.6 Late Payment Surcharge/ Early Payment Discount

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

7.7 Disputed Payments

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

7.8 Change in Law:

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

(without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or

(i) A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or

(ii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or

(iii) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or

(iv) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.

(v) Any benefit arising due to change in above para (i) to (iv) shall be passed on to the Purchaser. But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

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

While determining the consequence of Change in Law under this Article 7.8, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.8, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

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

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

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

7.9 Payment Security Mechanism:

Purchaser shall provide facilities of an irrevocable, revolving and confirmed Letter of Credit (LC) by any designated Nationalized Bank. The Letter of Credit will be recoupable in case it is operated. The amount of Letter of Credit shall be equal to the

(i) 300% of expected average monthly billing for the first contract year and (ii) 300% of average monthly billing of the previous contract year for each subsequent year. The LC shall be standby and can be operated in case Purchaser fails to pay the monthly bill within 45 days of presentation of bill.

The Power Producer shall not later than 30 days before the COD of the Power Plant inform Purchaser of availability of electricity from the Power Plant. Within 15 days of intimation as aforesaid by the Power Producer to Purchaser, Purchaser shall open a Letter of Credit for purchase of contracted energy from the project. LC on or before 15 days prior to the scheduled COD of the project and at all times thereafter, Purchaser shall cause to be in effect an irrevocable, revolving and confirmed L.C. issued in favour of the Power Producer by any designated nationalized bank acceptable to the Power Producer. Such L.C. Shall:

- a) on the date it is issued have a term of one year, except in the first year wherein it shall have a term from the date of its issue till 31st. March of that Contract Year.
- b) be payable upon the execution and presentation by the officer of the Power Producer immediately after 45 Calendar days from due date of Payment.
- c) on the date it is issued, have revolving stated amount with amount is hereinafter referred to as LC amount.
- d) Within 30 days before expiry of any LC, Purchaser shall renew or provide a new or replacement LC.
- e) In the event of a call on the Letter of Credit by the Power Producer, it will be recouped by the Purchaser to its full amount on receipt of such intimation from the designated bank prior to the raising of next bill.

All changes in connection with opening, negotiation, extension, renewal, invocation or other in relation to the LC shall be borne by Purchaser only.

OR

Power Purchaser shall provide advance payment equivalent to three month billing at contracted CUF in form of Bank Guarantee during Contract Period. All charges in connection with the preparation/extension/renewal/ other operations in relation to BG shall be borne by Purchaser only.

8 General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

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

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

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

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

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

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

8.2 Power Producer's Representatives

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

Name: _____

Telephone: _____

Email: _____

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

Name: _____

Telephone: _____

Email: _____

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

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

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

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

(d) Access to Premises Grant of License: Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser. Photo IDs will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.

(e) Security: The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. In spite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the and the Power Producer shall be paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such damage will be borne by the Purchaser.

(f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor

Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.

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

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

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

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

(k) Auxiliary Power — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Purchaser is paying to the DISCOM. (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 Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.6. During any interruption in generation during such relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected 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 not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of it's business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges imposed or authorized by any Governmental Authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power to Purchaser pursuant to clause 7. The Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other

amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

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

11 Force Majeure

11.1 Definition

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

11.2 Excused Performance:

Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Section 11 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) provided, however, that Purchaser shall not be excused from

making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Purchaser prior to the Force Majeure Event performance interruption.

11.3 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

12 Default

12.1 Power Producer Defaults and Power Purchaser Remedies

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

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

(ii) Failure to achieve Commissioning of the System within the period as per RFS document; and

(iii) The Power Producer breaches any material term of the Agreement and

(A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

(b) Purchaser's Remedies:

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

applicable cure period specified in this Article; the Purchaser shall be at liberty avail the services of any other firm / successful bidder.

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

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

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

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

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

12.2 Power Purchaser Defaults and Power Producer's Remedies

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

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

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

(iii) Pin-chaser-fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed

invoices to the Power Producer under Section 7.7 of this Agreement within sixty (60) days from the receipt of notice from the Power Producer of such past due amount

(b) Power Producer's Remedies: If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

13 Limitations of Liability

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

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

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

14 Assignment & Novation

14.1 Assignment: Notwithstanding anything contained herein, the Power Producer has the right to assign 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 Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser ,if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

14.2 Novation:

The Parties agree and acknowledge that the Power Producer may intend to novate 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 Power Purchaser. The Power Purchaser 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 Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as

may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party. If the parties agree to do Novation then separate Novation agreement shall be executed.

14.3 Notices

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

Power Producer's address and contact details:

Purchasers address and contact details:

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 or sent by courier delivery, upon posting if sent by registered post and upon confirmation of sending when sent by facsimile on the next Business Day.

15. Confidentiality

15.1 Confidentiality obligation

(a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the , design, operation and maintenance of the System ("Confidential Information") to Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Purchaser learns Confidential

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

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

15.2 Permitted Disclosures

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

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

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

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

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

16 Indemnity

16.1 Power Producer's Indemnity

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

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnity, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or cl6mage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not,

however, be required to reimburse or indemnify any rowel Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified

Party.

17. Miscellaneous

17.1 Amendments

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

17.2 Goodwill and Publicity

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

17.3 Industry Standards

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

17.4 Cumulative Remedies

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

17.5 No Waiver

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

17.6 Survival

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

17.7 Governing Law & Jurisdiction

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

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

(c) Arbitration Procedure:

Settlement of Dispute :

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

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

In case the Contractor (Power Producer) is a Public Sector Enterprise or a Government Department: In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India incharge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

In All Other Cases In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Purchaser and the Power Producer shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

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

Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement. The arbitrator(s) shall give reasoned award. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree. Cost of arbitration shall be equally shared between the Power Producer and Purchaser.

17.8 Severability

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

17.9 Successors and Assigns

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

17.10 Counterparts

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

17.11 Independent Service Provider

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

17.12 Non-Exclusive Agreement

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

17.13 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect 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.

17.14 Insurance

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

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

17.16 Entire Agreement

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

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

FOR & ON BEHALF OF FOR & ON BEHALF OF

THE PRESIDENT OF INDIA

POWER PRODUCER

Signature:

Name:

Designation:

WITNESSES

1) Signature:

Name:

Designation:

2) Signature:

Name:

Designation:

Signature:

Name:

Designation:

WITNESSES

1) Signature:

Name:

Designation:

2) Signature

Name

Designation

SCHEDULE-I

Description of the Premises:

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

SCHEDULE II

FEES

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

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

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

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

The fees and payment details are provided in detail under clause 7 of this agreement.

SCHEDULE III

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

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

The Price reference taken for calculating the total cost of the system is as per RFS rates for the state of _____ has used the CERC guidelines for arriving at the Project cost.

Year of Term (End of Year)	Calendar Year	Purchase Price in Crores (Rs)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		

20		
21		
22		
23		
24		
25		

SCHEDULE IV

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

Client :	Degradation consider in PV system generation data		
1.	1.0%		
2.	1.0%		
3.	1.0%		
4.	1.0%		
5.	1.0%		
6.	1.0%		
7.	1.0%		
8.	1.0%		
9.	1.0%		

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

SCHEDULE V

Government approvals

1. To be obtained by the power producer

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

2. To be obtained by Power Purchaser

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

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Purchase Price for kWp system @ Rs. ____ /- Watt.	
Year	Salvage Value (Rs.)
1st year	
2nd year	

3rd year	
4th year	
5th year	
6th year	
7th year	
8th year	
9th year	
10th year	
11th year	
12th year	
13th year	
14th year	
15th year	
16th year	

12th year	
13th year	
14th year	
15th year	
16th year	
17th year	
18th year	
19th year	
20th year	
21th year	
23rd year	
24th year	
25th year	

VOLUME 3

SPECIAL CONDITIONS OF CONTRACTS (SCC) & Technical Specifications

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

- 1.1 Under this RfS, the Roof top Developer (RTD) shall be required to set up Grid-Connected Solar Roof Top Projects at various Government Institutions attached in the RfS in RESCO Mode, with the primary objective of supplying solar power to Govt. Client Organization, as per the provisions of the RfS and standard Power Purchase Agreement (PPA).
- 1.2 The Projects shall be set up under the RESCO Mode as defined by MNRE and in accordance to the PM Surya Ghar Muft Bijli Yojna Scheme for Government buildings. The scope of Work of the RTD, inter alia, includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, installation and incidentals, erection, testing, commissioning, Net Metering, obtaining No Objection Certificate (NOC) for grid connectivity (if required) and synchronization with existing Distribution Network Grid for individual Grid Interactive Solar Roof top PV Power projects at various locations.
- 1.3 Obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the bidder in accordance with the prevailing guidelines of the respective State Regulators (JERC/SERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area. The Client could facilitate connectivity and necessary approvals; however, the entire responsibility lies with the RTD only.
- 1.4 The RTD 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.
- 1.5 The RTD shall abide by all Statutory Laws, By Laws, Labour Laws, Factory laws, etc.
- 1.6 The detailed technical specifications & standards for grid-connected solar PV systems/power plants is enclosed in Annexure-1

2.0 SOLAR MODULES AND CONNECTIVITY WITH THE GRID:

- 2.1 The cells and modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and

Manufacturers” as published by MNRE and updated as on the date of commissioning of the Project.

- 2.2 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 modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.
- 2.3 The bidders are advised to take cognizance of the O.M. dated 09.03.2021 issued by MNRE, on the subject of “Imposition of Basic Customs Duty (BCD) on Solar Cells & Modules/Panels”, while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this tender and imposition of taxes/duties as laid out in the above OM, will not be considered under “Change in Law” under the PPA.

3.0 Connectivity with the Grid

- 3.1 The Project should be designed for interconnection with the grid in accordance with prevailing SERC/JERC/DISCOM regulations in this regard. For interconnection with the grid and metering, the RTD 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 Central Electricity Authority (CEA), and any other regulations of the concerned DISCOM where the Project is located. The maximum capacity for interconnection with the grid at a specific voltage level shall be at 415V/ 6.6Kv/11 Kv/33Kv as per Site requirement in line with CERC regulation.
- 3.2 The responsibility of getting connectivity and necessary approvals for grid connection and net-metering shall entirely be with the RTD and shall be at the risk and cost of the RTD. 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 RTD at its own cost. The maintenance of transmission system up to and including at the Interconnection Point shall be responsibility of the RTD, to be undertaken entirely at its risk and cost.
- 3.3 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, 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 RTD.
- 3.4 **Note:** The RTD shall apply for Net-metering approval with the respective DISCOM within 90 days of signing of PPA, failing which, the PPA will be liable to be terminated by the Client Organization, along with encashment of PBG for the respective Project.

4.0 CAPACITY UTILIZATION FACTOR (CUF)

- 4.1 The Bidders will declare the annual CUF of the Projects at the time of submission of response to RfS, and the RTD will be allowed to revise the same once within first year of 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 14%.
- 4.2 RTD shall maintain generation so as to achieve annual 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 14%, and within (+10%) and (-20%) of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxed by NHPC REL to the extent of non-availability of grid for evacuation which is beyond the control of the RTD. For the first year of operation of the project, the annual CUF shall be calculated based on the first full / part year after CSD of the Project as per terms of PPA of the contracted capacity. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year.
- 4.3 Relaxation to the non- availability of grid beyond the control of RTD need to be certified by Govt. Institution/Client. Further, duly signed hindrance register shall be maintained during the time of execution and O&M.

An Illustration to this effect is given below:-

Assuming that the actual date of supply of power of the contracted capacity subsequent to COD of Solar project is 01.10.2025, then the CUF for the part year commencing from 01.10.2025 till 31.03.2026 shall be calculated based on the actual generation metered at the delivery point during the period from 01.10.2025 till 31.03.2026 w.r.t. the contracted capacity. i.e. If 'X' MWh of energy has been metered at the Delivery Point during the period from 01.10.2025 till 31.03.2026 for 'Y' MW of contracted capacity,

$CUF = (X \text{ MWh} / (Y \text{ MW} * 4368)) \times 100\%$; where,

[4368=No. of days from 01.10.2025 to 31.03.2026 (182) x No. of Hours in a day (24)]

For the subsequent years commencing from 01.04.2026, the CUF shall be calculated annually based on the following formula:

If 'X' MWh of energy has been metered at the Delivery Point during the period from 1st April of the year to 31st March next year for 'Y' MW of contracted capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) \times 100\%$;

5.0 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 RTD 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 RTD, the RTD shall be levied liquidated damages @50% of the PPA tariff for the shortfall in energy terms, in accordance with terms of the PPA. This compensation shall be applied to the amount of shortfall in energy supply during the year. However, this compensation shall not be applicable in events of Force Majeure identified under PPA affecting supply of power by RTD.

If for any Contract Year, it is found that the RTD 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 RTD, on account of reasons primarily attributable to the RTD, such shortfall shall be dealt as per the applicable provisions of the PPA. However, the shortfall in power supply will not be applicable in events of Force Majeure identified under the PPA, affecting supply of power by the RTD.

The performance criteria as above shall not be applicable for the Contract Year ending on 31st March immediately after the actual Commencement of Supply Date (CSD) of the contracted capacity. For example, if the actual date of supply of power of the contracted capacity subsequent to COD of RE project is 01.10.2025, then the performance criteria stipulated above shall not be applicable for the part year commencing from 01.10.2025 till 31.03.2026 and the same will be effective w.e.f. 01.04.2026.

The detailed list of documents required for verification of energy supply and performance of the Projects will be intimated to the Developers subsequent to commissioning and commencement of supply of power. For each Contract Year, the above data will be required to be submitted by the respective Developers to SREDA/its associated departments within 30 days after expiry of the previous Contract Year, for verification of the performance parameters for calculating applicable compensation on account of shortfall.

The reference to the penalty for shortfall to enable NHPC REL to remit the amount to buying utility(ies) and the amount being equal to the damages payable by the buying utility(ies) for not meeting RPO is only a measure of damage. It shall not be construed that the penalty is payable by RTD only if the buying utility(ies) are required to pay damage for not meeting of RPO. Buying utility(ies) shall not be required to prove or establish such payment of damage for not meeting the RPO. For avoidance of doubt, it is clarified here that the above penalty is payable by RTD irrespective of whether the buying utility(ies) are required to pay damage for not meeting their RPO targets or otherwise.

6.0 Technical Parameters / Specification

Ministry of New & Renewable Energy (MNRE) vide its Office Memorandum No. 318/17/2024- Grid Connected Rooftop (part-2) dated 03.07.2024 issued Guidelines for Saturation of Government Buildings under PM Surya Ghar: Muft Bijli Yojana. Under the scheme, all Government rooftops under the administrative control of Central Government Ministries/Departments, including autonomous bodies,

Setting up Grid Connected Solar Roof Top Plants in the State of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding
subordinate offices etc. shall be saturated with rooftop solar to the extent that is technically feasible by 31st December, 2025.

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 modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

Detailed Technical Specifications are attached at Annexure-1.

7.0 Commissioning of Projects

Commissioning of the Project shall be carried out by the RTD in line with the procedure as per the PPA document. The Client Organization may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the DISCOM/Client Organization after successful Project commissioning. NHPC REL authorized representative may also be allowed for the inspection/ commissioning if required.

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 SREDA and client for witnessing the project inspection/performance.
- b. Detailed checklist for inspection of Roof top SPV power plants as per SREDA format. (Annexure-B)
- c. Project completion/ satisfaction certificate from roof top owners/client organization. (Annexure-C).

8.0 Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning

- 8.1 The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 09 months from the Effective Date of the PPA.
- 8.2 The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 3 months from the SCD or the extended SCD (if applicable).
- 8.3 In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 8.2 above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned.

*For example, in case of a Project of 2 MW capacity, if commissioning of 1 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: **PBG amount x (1/2) x (18/270)**. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.*

- 8.4 In case Commissioning of the Project is delayed beyond the date as per Clause 8.2 above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated. The total capping of maximum LD may be kept as 5% of the Contract value corresponding to the capacity not commissioned.

9.0 OPERATION & MAINTENANCE (O&M) GUIDELINES TO BE MANDATORILY FOLLOWED BY THE RTD

- 9.1 The RTD shall be responsible for all the required activities for successful O&M of the Rooftop Solar PV system for the PPA term from the date of commissioning of the Project.
- 9.2 Following guidelines shall be followed in this regard. In addition, O & M practices shall be strictly followed
- 9.2.1 O&M of the Project shall be compliant with grid requirements to achieve committed energy generation.
- 9.2.2 Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.
- 9.2.3 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 RTD to get the modules cleaned during O&M Period.
- 9.2.4 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.
- 9.2.5 Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine, preventive and breakdown maintenance.
- 9.2.6 Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required.
- 9.2.7 Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment's and materials as per manufacturer's / supplier's recommendations.
- 9.2.8 All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the RTD. The testing

equipment's must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.

- 9.2.9 If negligence/ mal-operation on part of the RTD's operator results in failure of equipment, such equipment should be repaired/ replaced by the RTD free of cost.
- 9.2.10 Co-ordination with Owner / DISCOM / CEIG as per the requirement for Joint Meter Reading (JMR) Report. The person-in-charge present at site from the RTD's side shall take a joint meter reading in the presence of rooftop owner on a monthly basis.
- 9.2.11 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.
- 9.2.12 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.
- 9.2.13 If any jobs covered in O&M Scope as per RfS are not carried out by the RTD during the O&M period, the Client Organization shall take appropriate action as deemed fit. NHPC REL 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 RTD. Failure to adhere to above guidelines may result in penal action including debarring from participation in next tender.
- 9.2.14 It is up to RTD and Client to mutually decide on the source and amount of water to be supplied for module cleaning during O&M period.

10.0 Clearances Required from the State Government and Other Local Bodies

Obtaining all clearances, permits, licenses including arrangement of land and connectivity to the Grid and access (if applicable) prior to scheduled date of commencement of supply of power shall be the responsibility of the Generator and the Procurer shall not be responsible in case of delay in obtaining such clearances, permits, licenses etc. The Solar Power Generators are required to obtain necessary clearances and permits as required for setting up the Solar Power Projects, including but not limited to the following:

- (a) No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- (b) Forest Clearance (if applicable) for the land for the Project.
- (c) Approval for water from the concerned authority (if applicable) required for the Project.
- (d) Any other clearances as may be legally required, in order to establish and operate the Project

The above clearances, as applicable for the Project, will be required to be submitted to NHPC REL prior to commissioning of the Project, if sought by NHPC REL. In case of any of the clearances as indicated above being not applicable for the said Project, the RTD shall submit an undertaking in this regard, and it shall be deemed that the RTD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the RTD. The RTD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project. The RTD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the RTD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

Note: The RTD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of PPA (in respect of approvals, permits and clearances those are required for initially establishing the project), which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the RTD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

11.0 SERVICE / PROJECT MANAGEMENT (PMC) CHARGES:

- 11.1 The evaluated lowest bidder (L1) shall have to pay Charges @ INR 1485/kW (Indian Rupees One thousand four hundred eighty five only/ kW) + Applicable taxes, to NHPC/NHPC REL towards project management charges (PMC).
- 11.2 The Service Charges will be calculated on the total Project capacity for which PPAs are signed by the RTD. These charges will be payable in two installments as follows:
- (i) 50% to be paid within 30 days of issuance of LOAs by NHPC/NHPC REL, and,
 - (ii) Remaining 50% to be paid to NHPC/NHPC REL prior to signing of PPA. In case of any reduction/addition in the total Project capacity for which PPAs are executed, the second installment of 50% will be adjusted suitably. No interest shall be payable by NHPC/NHPC REL to RTD in case of refund of excess Service/PMC charges deposited by the RTD. Also, the tax component of the excess Service/PMC charges deposited by the RTD, shall not be refunded.

The due date for payment of PMC Charges shall be the date as intimated by NHPC/NHPC REL, which shall be at the most seven (07) days prior to the signing of PPA. The payment has to be made by the RTD in the form of DD/ Pay Order / NEFT/ RTGS mode to NHPC REL.

Any delay in depositing the said amount to NHPC REL as mentioned above within the stipulated time shall attract delay charges @18% per annum + applicable GST, levied on

per day basis, on the amount corresponding to the 1st installment (i.e. 50% of PMC Charges), until (and including) the date of payment of the said amount, which shall not be later than 90 days after issuance of LOA. In case of delay in submission of the 1st installment beyond 210 days after issuance of LOA, the awarded capacity shall stand cancelled and BG against EMD will be encashed by NHPC/NHPC REL.

- 11.3 The 2nd installment shall be paid prior to signing of PPA, and the PPA shall be signed only after deposit of the second installment to NHPC REL.

12.0 SIGNING OF POWER PURCHASE AGREEMENT (PPA)

- 12.1 Power Purchase Agreement shall be signed between SREDA/its associated departments and successful Roof top bidder. A copy of Power Purchase Agreement to be executed between SREDA/its associated departments and the Selected Bidder is available at forms provided in the section “Forms and Procedures”. The PPA shall be executed within 90 (Ninety) days of the date of issue of Letter of Award, if not extended by SREDA/its associated departments.

Separate PPA will be executed between Government client /organization and RTD for each Rooftop plant/ Project site or as per Government client decides.

Subsequent extension in this timeline shall be finalized as mutually agreed by the Client Organization and the RTD. PPA will be executed between Client Organization and selected bidder separately for each Category. 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 government client Roof top plant/capacity estimation as per the load study of buildings and respective regulation of net metering/net billing before signing of PPA with client.

Any extension of the PPA period beyond 25 years shall be through mutual Agreement between the RTD and Government client /organization.

- 12.2 **Capacity identification and confirmation:** Subsequent to issuance of LoAs by NHPC REL, RTD will be allowed to carry out site visits and due diligence of the buildings offered by the Client Organization, and assess the Project sizing and estimated capacity installation under the cumulative capacity awarded. 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.

- 12.3 The Effective Date of PPA shall be the actual date of signing of PPA.

- 12.4 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 RTD and the SREDA/its associated departments.

- 12.5 **Limits on capacity modification:**

12.5.1 Capacity enhancement is also allowed with submission of additional revised BG amount as calculated. Such capacity enhancement will require consent from the concerned Department.

12.5.2 All such modifications in the awarded capacity are required to be concluded within 45 days from issuance of LoAs, unless extended by the Beneficiary Organization.

Note: (i) *The Performance Bank Guarantee, shall be submitted by the RTD prior to signing of PPA. Before signing of PPA, NHPC REL 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 RTDs are false/ misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.*

(ii) *In case any extension is given to the Project, the corresponding extension needs to be made in the validity of Performance Security. The Performance Security are required to be submitted in the name NHPC REL*

(iii) *NHPC REL will issue necessary go-ahead for signing of PPA, upon verification of compliance of pre-requisites by the RTD as brought out above. The PBG along with SFMS of the issued PBG will be submitted to NHPC REL for verification.*

(iv) *SREDA 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.*

(v) *The selected Bidder for the Project selected based on this RfS is required to sign PPA with SREDA/its associated departments within the timeline as stipulated in Clause 30 of the RfS. In case, SREDA/its associated departments offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per the RfS, or 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 NHPC REL from the Bank Guarantee available with NHPC REL (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.*

(vi) *In addition to the other remedies, this Performance Security can be encashed to recover any damages/dues of the Roof Top Developer in terms of the PPA.*

(vii) *The PBG of RTDs shall be returned to them, after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per relevant Clauses of the RfS.*

Annexure 1

TECHNICAL REQUIREMENTS FOR GRID CONNECTED SOLAR PV PROJECTS

TECHNICAL SPECIFICATIONS

1. Solar PV modules:

- i. Solar PV modules capacity to be used should adhere to the Approved List of Models and Manufacturers (ALMM) of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order 2019 - Implementation issued vide OM NO. 283/54/2018-GRID SOLAR -Part (I) Dated 10th March 2021 & OM No. 283/59/2024-GRID SOLAR dated 9th December,2024 and subsequent amendments.
- ii. The PV modules used must qualify to the latest edition of IEC standards or equivalent BIS standards, i.e. IEC 61215/IS14286, IEC 61853-Part I/IS 16170-Part I, IEC 61730 Part-1 &Part 2 and IS 17210(part 1) or IEC 62804 (PID). For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701. Thin - Film terrestrial photovoltaic (PV) modules must qualify to IS 16077: 2013 / IEC 61646: 2008
- iii. The temperature co-efficient power of the PV module shall be equal to or better than -0.4%/°C for crystalline modules and -0.3 %/°C for thin films modules.
- iv. Solar PV modules of minimum fill factor 75%, to be used.
- v. The rated power of solar PV module shall have maximum tolerance up to +3%.
- vi. The peak-power point current of any supplied module string (series connected modules) shall not vary by +1% from the respective arithmetic means for all modules and/or for all module strings (connected to the same MPPT), as the case may be.
- vii. The peak-power point voltage of any supplied module string (series connected modules) shall not vary by + 2% from the respective arithmetic means for all modules and/or for all module strings (connected to the same MPPT), as the case may be.
- viii. All PV modules should have a nominal power output of >90% at STC during the first 10 years, and >80% during the next 15 years. Further, module shall have nominal power output of >97% during the first year of installation—degradation of the module below 0.7 % per annum. If module(s) fail(s) to exhibit such power output in the prescribed time span, the Contractor will either deliver additional PV Module(s) to compensate the missing power output with no change in area of

- rooftop used or replace the PV Module(s) with no change in area of rooftop used at Owner's sole option
- ix. Solar PV modules of minimum capacity **500 Wp** to be used.
 - x. The PV Module efficiency should be minimum 20%.
 - xi. All electrical parameters at STC shall have to be provided.
 - xii. The PV modules shall be equipped with IP 65 or better protection level junction box with required numbers of bypass diodes of appropriate rating and appropriately sized output power cable of symmetric length with MC4 or equivalent solar connectors.
 - xiii. The bidder should get material warranty from the manufacturer for 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 commissioning.
 - a) Defects and/or failures due to manufacturing.
 - b) Defects and/or failures due to quality of materials.
 - c) Nonconformity 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.
 - xiv. Modules deployed must use a RF identification tag laminated inside the glass.
- The following information must be mentioned in the RFID used on each module:
- 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.
 - j) Nominal wattage +3%
 - k) Brand Name, if applicable.
- xv. Unique Serial No, Model No, Name of Manufacturer, Manufacturing year, Make in India logo and module wattage details should be displayed inside the laminated glass.
 - xvi. The modules shall be fitted with water syphoning arrangement wherever necessary to prevent water stagnation on the bottom modules.

2. Inverter/PCU

- i. The Solar Photovoltaic Inverters must comply with the Quality Control Order dated 30.08.2017 for Solar Photovoltaic Inverters and its amendments thereof.
- ii. Inverters/PCU should comply with applicable IEC/equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683, IS 16221 (Part 2), IS 16169 and IEC 60068-2(1,2,14,30)/Equivalent BIS Std.
- iii. Maximum Power Point Tracker (MPPT) shall be integrated in the inverter/PCU to maximize energy drawn from the array. Charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/enclosures should be IP 65 or better (for outdoor)/ IP 54 or better (indoor) and as per IEC 529 Specifications.
- iv. All inverters/PCUs shall be IEC 61000 compliant for electromagnetic compatibility, harmonics, Surge, etc. PCU/inverter should also be DG set interactive. The PCU should also have provision of charge controller in case of systems. The PCU shall have a minimum comprehensive warranty of 10 years.
- v. The PCU/ inverter shall have overloading capacity of minimum 20%.
- vi. Typical technical features of the inverter shall be as follows-
 - a. Switching devices: IGBT/MOSFET
 - b. Control: Microprocessor/DSP
 - c. Nominal AC output voltage and frequency: as per CEA/State regulations
 - d. Output frequency: 50 Hz
 - e. Grid Frequency Synchronization range: as per CEA/State Regulations
 - f. Ambient temperature considered: -20°C to 60°C
 - g. Humidity: 95 % Non-condensing
 - h. Protection of Enclosure: IP-54 (Minimum) for indoor and IP-65 (Minimum) for outdoor.
 - i. Grid Frequency Tolerance range: as per CEA/State regulations
 - j. Grid Voltage tolerance: as per CEA/State Regulations
 - k. No-load losses: Less than 1% of rated power
 - l. Inverter efficiency (minimum): > 90%
 - m. THD: < 3%
 - n. PF: > 0.9 (lag or lead)
 - o. Should not inject DC power more than 0.5% of full rated output at the interconnection point and comply to IEEE 519.
 - p. The inverter should have the inbuilt facility to communicate system related data through SIM/dongle. The inverter may also be enabled for Wi-Fi based communication.

- vii. The output power factor of inverter should be suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustained fault in feeder line and against the lightning on feeder.
- viii. All the Inverters should contain the following clear and indelible Marking Label & Warning Label as per IS16221 Part II, clause 5. The equipment shall, as a minimum, be permanently marked with:
 - a. The name or trademark of the manufacturer or supplier;
 - b. A model number, name or other means to identify the equipment,
 - c. A serial number, code or other marking allowing identification of manufacturing location and the manufacturing batch or date within a three-month time period.
 - d. Input voltage, type of voltage (a.c. or d.c.), frequency, and maximum continuous current for each input.
 - e. Output voltage, type of voltage (a.c. or d.c.), frequency, maximum continuous current, and for a.c. outputs, either the power or power factor for each output.
 - f. The Ingress Protection (IP) rating
- ix. Marking shall be located adjacent to each fuse or fuse holder, or on the fuse holder, or in another location provided that it is obvious to which fuse the marking applies, giving the fuse current rating and voltage rating for fuses that may be changed at the installed site.
- x. In case the consumer is having a 3- ϕ connection, 3- ϕ inverter shall be provided by the bidder as per the consumer's requirement and regulations of the State.
- xi. Inverter/PCU shall be capable of complete automatic operation including wakeup, synchronization & shutdown.
- xii. The Inverter should have a provision of remote monitoring of inverter data through sim card. Required website/mobile app platform, where NHPC REL and the user (Consumer) can access the data, should be provided/explained to NHPC REL and consumer while installation. Additionally, if inverter has the facility of in-built wi-fi module, that should also be explained to the consumer. On demand, Inverter should also have provision to feed the data to the remote monitoring server using relevant API/ protocols. All the inverter data should be available for monitoring by giving web access. Charges for internet and website/mobile app platform shall be borne by the bidder throughout the contract period.
- xiii. Integration of PV system with Grid & Grid Islanding:
 - a. The output power from SPV would be fed to the inverters/PCU which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization.
 - b. 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, if not available in inverter.

- c. MCB/MCCB or a manual isolation switch, besides automatic disconnection to grid, would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

3. Module Mounting Structure (MMS)

- i. Supply, installation, erection, and acceptance of module mounting structure (MMS) with all necessary accessories, auxiliaries and spare part shall be in the scope of the work.
- ii. The design calculations shall be supplemented with neat sketch and reference to various clauses of technical specification and Indian standards. For MMS design analysis and determination of forces, where computer program (preferably STAAD) is used, the contractor shall submit a write- up on computer program used and its input and output data for review and approval of NHPC REL. It may be ensured that the design has been certified by a recognized Lab/ Institution/chartered Engineer in this regard and submit wind loading calculation sheet to NHPC REL.
- iii. Module mounting structures can be made from three types of materials. They are Hot Dip Galvanized Iron, Aluminium and Hot Dip Galvanized Mild Steel (MS). However, MS will be preferred for raised structure.
- iv. MMS Steel shall be as per latest IS 2062:2011 and galvanization of the mounting structure shall be in compliance of latest IS 4759. MMS Aluminium shall be as per AA6063 T6. For Aluminium structures, necessary protection towards rusting need to be provided either by coating or anodization.
- v. All bolts, nuts, fasteners shall be of stainless steel of grade SS 304 or hot dip galvanized, panel mounting clamps shall be of aluminium and must sustain the adverse climatic conditions. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts.
- vi. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame and associated fasteners, nuts & bolts.

- vii. The module mounting structures should have angle of inclination as per the site conditions to take maximum insolation and complete shadow-free operation during generation hours. However, to accommodate more capacity the angle of inclination may be reduced until the plant meets the specified performance ratio requirements.
- viii. 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. The PV array structure design shall be appropriate with a factor of safety of minimum 1.5.
- ix. The upper edge of the module must be covered with wind shield so as to avoid build air ingress below the module. Slight clearance must be provided on both edges (upper & lower) to allow air for cooling.
- x. Suitable fastening arrangements such as grouting and calming should be provided to secure the installation against the specific wind speed. The bidder shall be fully responsible for any damage to SPV System caused due to high wind velocity within guarantee period as per technical specification.
- xi. The structures shall be designed to allow easy replacement, repairing and cleaning of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Necessary testing provision for MMS to be made available at site.
- xii. Adequate spacing shall be provided between two panel frames and rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.
- xiii. The structure shall be designed to withstand operating environmental conditions for a period of minimum 25 years.
- xiv. Module Mounting Structures shall be designed to withstand the extreme weather conditions in the area (as per National Building Code 2016). The Mounting structure shall be so designed to withstand the wind speed of 180 km/hour or cyclonic winds in coastal area. Further structure shall designed for be painted with marine paint.
- xv. Aluminium frames should be avoided for installations in coastal areas.
- xvi. No welding is allowed on the mounting structure.
- xvii. The Bidder is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project throughout the Project installation period and Comprehensive O&M period. The Bidder should immediately take necessary action to repair any damage to the waterproofing.
- xviii. The Rooftop Structures maybe classified in 3 broad categories.

a. Ballast structure

- i. For flat RCC Roofs, the mounting structure must be Non-invasive ballast type and any sort of penetration of roof to be avoided.
- ii. The minimum clearance of the structure from the roof level should allow ventilation for cooling, also ease of cleaning and maintenance of panels as well as cleaning of terrace.
- iii. The structures should be suitably loaded with reinforced concrete blocks of appropriate weight with Nominal Mix 1:1.5:3 with 20mm nominal size having compressive strength of 25MPa after 28 days of curing.

b. Structure with Anchor fastener

- i. For inclined/ Dome type RCC Roofs, the mounting structure shall be fixed on the roof with proper fasteners/bolts along with chemical grouting and sealing.
- ii. The roof should remain waterproof after erection of the structure.

c. Metallic roof structure

- i. The structure design should be as per the slope of the metallic roof.
- ii. Minimum thickness of the structural members shall be 2mm
- iii. Fixing of module mounting structures shall not cause any damage to the roof. The roof should remain waterproof.
- iv. Proper walk way and life line shall be provided.
- v. The inclination angle of structure can be done in two ways:
 - a. With same tilt angle based on the slope of roof to get the maximum output.
 - b. The base of structure should be connected on the Purlin of roof with the proper fastening arrangement.

4. Metering

- i. The specifications net meter/smart meter shall be as per the latest technical specifications issued by the Central Electricity Authority (CEA) and its amendment thereof.
- ii. A Roof Top Solar (RTS) Photo Voltaic (PV) system shall consist of following energy meters:
 - a) Net meter: To record import and export units.
 - b) Generation meter(s): To keep record for total generation of the plant at each termination.
- iii. The installation of meters including CTs & PTs, wherever applicable, shall be carried out by the bidder as per the terms, conditions and procedures laid down by the concerned SERC/DISCOMs.

- iv. In case access to the generation meter is not available for remote monitoring, another energy meter shall be provided for remote metering.

5. Array Junction Boxes:

- i. The junction boxes are to be provided in the PV array for termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP/FRP/Powder Coated aluminum /cast aluminum alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands. Suitable markings shall be provided on the bus-bars for easy identification and cable ferrules will be fitted at the cable termination points for identification.
- ii. Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP 65 or better standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry, Single /double compression cable glands should be provided.
- iii. Polyamide glands and MC4 Connectors may also be provided. The rating of the junction box shall be suitable with adequate safety factor to interconnect the Solar PV array.
- iv. Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.
- v. Junction boxes shall be mounted on the MMS such that they are easily accessible and are protected from direct sunlight and harsh weather.

6. DC Distribution Box (DCDB):

- i. May not be required for small plants, if suitable arrangement is available in the inverter.
- ii. DC Distribution Box are to be provided to receive the DC output from the PV array field.
- iii. DCDBs shall be dust & vermin proof conform having IP 65 or better protection, as per site conditions.
- iv. The bus bars are made of EC grade copper of required size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the inverter along with necessary surge arrestors. MCB shall be used for currents up to 63 Amperes, and MCCB shall be used for currents greater than 63 Amperes

7. AC Distribution Box (ACDB):

- i. AC Distribution Panel Board (DPB) shall control the AC power from inverter, and should have necessary surge arrestors, if required. There is interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- ii. All switches and the circuit breakers, connectors should conform to IEC 60947:2019, part I, II and III/ IS 60947 part I, II and III.
- iii. The isolators, cabling work should be undertaken as part of the project.
- iv. All the Panels shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on 1- ϕ /3- ϕ , 415 or 230 volts, 50 Hz (or voltage levels as per CEA/State regulations).
- v. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- vi. All indoor panels will have protection of IP 54 or better, as per site conditions. All outdoor panels will have protection of IP 65 or better, as per site conditions.
- vii. Should conform to Indian Electricity Act and CEA safety regulations (till last amendment).
- viii. All the 415 or 230 volts (or voltage levels as per CEA/State regulations) AC devices / equipment like bus support insulators, circuit breakers, SPDs, Voltage Transformers (VTs) etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions.
 - a. Variation in supply voltage: as per CEA/State regulations
 - b. Variation in supply frequency: as per CEA/State regulations
- ix. The inverter output shall have the necessary rated AC surge arrestors, if required and MCB/ MCCB. RCCB shall be used for successful operation of the PV system, if inverter does not have required earth fault/residual current protection.

8. Protections:

The system should be provided with all necessary protections like earthing, Lightning, and Surge Protection, as described below:

i. Earthing Protection

- a. The earthing shall be done in accordance with latest Standards.
- b. Each array structure of the PV yard, Low Tension(LT) power system, earthing grid for switchyard, all electrical equipment, inverter, all junction boxes, etc. shall be grounded properly as per IS 3043-2018.

- c. All metal casing/ shielding of the plant shall be thoroughly grounded in accordance with CEA Safety Regulation 2010. In addition, the lightning arrester/masts should also be earthed inside the array field.
- d. Earth resistance should be as low as possible and shall never be higher than 5 ohms.
- e. For 10 KW and above systems, separate three earth pits shall be provided for individual three earthing viz.: DC side earthing, AC side earthing and lightning arrester earthing.

ii. Lightning Protection

- a. The SPV power plants shall be provided with lightning & over voltage protection, if required. The main aim in this protection shall be to reduce the overvoltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. Lightning arrester shall not be installed on the mounting structure.
- b. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors (LAs). Lightning protection should be provided as per NFC17-102:2011/IEC 62305 standard.
- c. The protection against induced high-voltages shall be provided by the use of Metal Oxide Varistors (MOVs)/Franklin Rod type LA/Early streamer type LA.
- d. The current carrying cable from lightning arrester to the earth pit should have sufficient current carrying capacity according to IEC 62305. According to standard, the minimum requirement for a lightning protection system designed for class of LPS III is a 6 mm² copper/ 16 mm² aluminum or GI strip bearing size 25*3 mm thick). Separate pipe for running earth wires of Lightning Arrester shall be used.

iii. Surge Protection

- a. Internal surge protection, wherever required, shall be provided.
- b. It will consist of three SPD type-II/MOV type surge arrestors connected from +ve and –ve terminals to earth.

9. CABLES

- i. All cables should conform to latest edition of IEC/equivalent BIS Standards along with IEC 60227/IS 694, IEC 60502/IS 1554 standards.
- ii. Cables should be flexible and should have good resistance to heat, cold, water, oil, abrasion etc.

- iii. Armored cable should be used and overall PVC type 'A' pressure extruded insulation or XLPE insulation should be there for UV protection.
- iv. Cables should have Multi Strand, annealed high conductivity copper conductor on DC side and copper/FRLS type Aluminum conductor on AC side. For DC cabling, multi-core cables shall not be used.
- v. Cables should have operating temperature range of -10°C to +80°C and voltage rating of 660/1000V.
- 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 less than 2% (DC Cable losses).
- vii. The size of each type of AC cable selected shall be based on minimum voltage drop. However; the maximum drop shall be limited to 2%
- viii. The electric cables for DC systems for rated voltage of 1500 V shall conform to IS 17293:2020.
- ix. All cable/wires are to be routed in a RPVC pipe/ GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable is easily identified.
- x. All cable trays including covers to be provided.
- xi. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25 years.

10. DRAWINGS & MANUALS:

- i. Operation & Maintenance manual/user manual, Engineering and Electrical Drawings shall be supplied along with the power plant.
- ii. The manual shall include complete system details such as array lay out, schematic of the system, inverter details, working principle etc.
- iii. The Manual should also include all the Dos & Don'ts of Power Plant along with Graphical Representation with indication of proper methodology for cleaning, Operation and Maintenance etc.
- iv. Step by step maintenance and troubleshooting procedures shall also be given in the manuals.
- v. Bidders should also educate the consumers during their O&M period.

11. TRANSFORMERS (if required)

- i. Dry type appropriate kVA, of transformer Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work. Dry Type Transformer shall be constructed in accordance to IS: 2026, IS: 11171, Indian Electricity Act 2003, BEE Guideline & CEA notifications and equivalent to any other international standard. Transformers shall be complete & functional in all respects. The other important construction particulars shall be as below.
 - a. The transformers shall be housed in metal protective housing, having a degree of ingress protection. The enclosure shall be provided with suitable hardware (as required).
 - b. The conductors shall be of electrolytic grade copper free from scales & burrs.
 - c. Dry Type Transformer windings shall be of class F insulation or better.
 - d. The core shall be constructed from non-ageing, cold rolled, grain oriented silicon steel laminations.
 - e. The maximum losses for dry type transformer shall not be more than the values specified in latest energy conservation building code (ECBC) of BEE.
 - f. The fittings/accessories, including protection/monitoring device generally required for satisfactory operation of the transformer, are to be provided.
 - g. Suitable rain shed arrangement shall be provided to keep transformer under that arrangement.
 - h. Painting shall be as per employer's requirement (will be finalized during detailed engineering) Type and routine test shall be conducted as per IS11171.
 - i. In case the bidder/contractor has conducted such specified type test(s) within last ten years as on the date of bid opening, he may submit the type test reports to the owner for waiver of conductance of such type test(s). These reports should be for the test conducted on the equipment similar to those proposed to be supplied under this contract and test(s) should have been either conducted at an independent laboratory or should have been witnessed by Owner. In case the bidder is not able to submit report of the type test(s) conducted within last ten years from the date of bid opening, or in case the type test report(s) are not found to be meeting the specification requirements the bidder shall conduct all such tests under this contract at no additional cost to the employer at an independent laboratory or in presence of the Owner's representative and submit the test reports.

12. Data Monitoring:

- i. Remote monitoring of the generation of Solar Power shall be done through appropriate app which shall be provided by bidder. Provision for mobile app-

based display shall be made for all the data display with a provision to interact with NHPC REL and Central Ministry /State Psu's/ Government Institutions and other stakeholders.

- ii. Remote Monitoring and data acquisition through Remote Monitoring System software with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and Comprehensive O&M/control to be ensured by the supplier. Provision for interfacing these data on any other Agency server and portal in future shall be kept. The Contractor must ensure the yearly availability and connectivity of the RMS system to be at least 99%.
- iii. Measurement of Solar PV parameters at Inverter level: These Inverter parameters shall have provision of data logging through Mod Bus (RS-485) protocol.
- iv. Solar Irradiance: An integrating Pyranometer (Class II or better) shall be provided, with the sensor mounted on a Horizontal plane at a shadow free suitable location near solar arrays at one of the Roof Top within premises.
- v. Temperature: Temperature probes for recording the PV Cell temperature shall be provided at one of the modules at shadow free area at one of the Roof Top within premises.
- vi. Regarding the generated power consumption, priority needs to be given for internal consumption first and thereafter any excess power can be exported to the distribution licensee network.
- vii. The bidder is also required to fetch the real time generation data from the solar meter for remote metering and billing. In case the solar meter is not accessible due to DISCOM restrictions, the bidder shall install an additional smart meter just before the solar meter for this purpose within the quoted price.

13. Miscellaneous:

- i. Connectivity: The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the SERC regulation for Grid connectivity and norms of DISCOM and amended from time to time. The Bidder must take approval/NOC from the concerned DISCOM for the connectivity, technical feasibility, and synchronization of Project with DISCOM network and submit the same to NHPC REL before Commissioning Project. Reverse power relay shall be provided by Bidder (if necessary), as per the DISCOM's requirement.
- ii. Safety measures: Electrical safety of the installation(s) including connectivity with the grid must be taken into account and all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA Safety Regulation 2023 etc. or its latest amendments must be followed.

- iii. Danger boards should be provided as and where necessary as per IE Act /IE rules as amended up to date.
- iv. Shadow analysis: The shadow analysis report with the instrument such as Solar Pathfinder or professional shadow analysis software of each site should be provided and the system shall be installed only in shadow free space.
- v. Firefighting system – Portable fire extinguishers/sand buckets shall be provided wherever required as per norms.
- vi. Bidder should dispose off the packing material, surplus items, unused materials, waste etc. generated during construction, as per applicable Rules and standards. Concrete wastes and dead mortar if any are to be removed and the area is to be cleaned immediately.
- vii. The bidder shall take fully responsible for safety of manpower, materials and premises. The contractor shall take special care for safe working at height, electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003, CEA guidelines and other applicable standard practices.
- viii. The bidder shall provide a display board mentioning the details of the project.
- ix. Stickers as per NHPC REL requirements e.g. instructions/ guidelines/ danger mark.

14. PERFORMANCE GUARANTEE TEST FOR ROOFTOP SOLAR PV

For determining the Annual CUF, the annual module degradation shall be taken as 0.7% cumulative from 2nd operational year. The duration for which the Generation was interrupted due to non-availability of Grid during solar hours or any other reasons not attributable to Bidder shall not be taken into account for calculation of Annual CUF. The Delivery Point shall be a location mutually agreed by Bidder and NHPC REL in line with applicable policy/ regulation/ rules, where solar power is delivered from the Project to the Procurer, in such a way as to enable measurement of gross energy generated by Project.

Annexure-A**Quality Certification, Standards and Testing for Grid-Connected Solar PV Systems/Power Plants**

The applicable codes and standards are as mentioned below:

Solar PV Modules/Panels	
Solar PV modules	Description
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-Part1/IS 16170: Part 1	Photovoltaic(PV) module performance testing and energy rating:-Irradiance and temperature performance measurements, and power rating
IEC 62176/IS 16664	Photovoltaic(PV) Modules-Ammonia (NH ₃) corrosion testing
IS 16077 : 2013 / IEC 61646 : 2008	Thin - Film terrestrial photovoltaic (PV) modules - Design qualification and type approval
IEC61730-1,2	Photovoltaic(PV) Modules Safety Qualification-Part 1: Requirements for construction, Part2:Requirements for Testing
IS 17210 (part 1) or IEC TS 62804-1	Photovoltaic (PV) modules – Test method for detection of potential induced degradation. IEC 62804-1: Part 1: Crystalline Silicon
Solar PV Inverters	
IEC 62109 or IS : 16221	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 or better for outdoor mounting, IP 54 or better for indoor mounting)
IS/IEC 61683 latest (as applicable)	Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions)
IEC 60068-2 /IEC 62093 (as applicable)	Environmental Testing of PV System – Power Conditioners and Inverters
IEC 62116:2014/ IS16169	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
Fuses	
IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): 1) Low-voltage Switchgear and Control-gear, Part 1:

	<p>General rules</p> <p>2) LowVoltage Switchgear and Control-gear, Part 2: Circuit Breakers</p> <p>3) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors switch-disconnectors and fuse-combination units</p> <p>4) EN 50521: Connectors for photovoltaic system-Safety requirements and tests.</p>
IS/IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements for fuse Links for the protection of solar photovoltaic energy systems
Solar PV Roof Mounting Structure	
IS 2062/IS 4759/ AA6063 T6	Material for the structure mounting
Surge Arrestors	
BFC 17-102:2011/ NFC 102:2011/ IEC 62305	Lightening Protection Standard
IEC 60364-5-53/ IS 15086-5 (SPD) IEC 61643- 11:2011	Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods
Cables	
IEC 60227/IS 694, IEC 60502/IS 1554 (Part 1& 2)/ IEC69947 (as applicable)	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and resistant for outdoor installation)
IS 17293:2020	Electric Cables for Photovoltaic Systems for Rated Voltage 1500 V DC
Earthing /Lightning	
IEC 62561/IEC 60634 Series (Chemical earthing) (as applicable)	<p>IEC 62561-1: Lightning protection system components (LPSC) - Part: Requirements for connection components</p> <p>IEC 62561-2: Lightning protection system components (LPSC) – Part 2:Requirements for conductors and earth electrodes</p> <p>IEC 62561-7: Lightning protection system components (LPSC) - Part 7:Requirements for earthing enhancing compounds</p>
Junction Boxes	
IEC 60529	Junction boxes and solar panel terminal boxes shall be of the thermo-plastic type with IP 65 or better protection for outdoor use, and IP 54 or better protection for indoor use

Annexure-B**INSPECTION AND MAINTENANCE SCHEDULE**

Component	Activity	Description	Interval	By
Module Mounting structure	Inspection	Check whether the MMS are properly in tightened position and check for corrosion.	Quarterly.	Site in charge
PV Module	Cleaning	Clean any bird droppings/ dark spots on module	Immediately	Site in charge
	Cleaning	Clean PV modules with plain water or mild dishwashing detergent. Do not use brushes, any types of solvents, abrasives, or harsh detergents	As per the site conditions and at least once a week	Site in charge
	Inspection (for plants > 100 kWp)	Use infrared camera to inspect for hot spots; bypass diode failure	Annual	Site in charge
PV Array	Inspection	Check the PV modules and rack for any damage. Note down location and serial number of damaged modules.	Annual	Site in charge
	Inspection	Determine if any new objects, such as vegetation growth, are causing shading of the array and move them if possible.	Quarterly	Site in charge
Junction Boxes	Inspection	Inspect electrical boxes for corrosion or intrusion of water or insects. Seal boxes if required. Check position of switches and breakers. Check	Annual	Site in charge

		operation of all protection devices.		
Wiring	Inspection	Inspect cabling for signs of cracks, defects, loose connections, overheating, arcing, short or open circuits and ground faults.	Annual	Site in charge
Spare Parts	Management	Manage inventory of spare parts. to ensure that the amount of power being generated is typical of the conditions. Inspect Inverter housing or shelter for physical Maintenance, if required.	As needed	Site in charge
Inverter	Service	Clean or replace any air filters	As needed	Site in charge
Instruments	Validation	Spot-check monitoring instruments (pyranometer etc.) with standard instruments to ensure that they are operational and within specifications.	Annual	Site in charge
Transformer	Inspection	Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc.	Annual	Site in charge
Tracker (if	Inspection	Inspect gears, gear boxes, bearings as	Annual	Site in charge

present)		required.		
	Service	Lubricate tracker mounting bearings, gearbox as required	Bi-annual	Site in charge
Plant	Monitoring	Daily Operation and Performance Monitoring	Daily	Site in charge
Log Book	Documentation	Document all O&M activities in a workbook available to all service personnel	Continuous	Site in charge

Monthly O & M Report

Month and year:

Name of the Bidder:

LOA No:

Project Capacity:

Address of the site:

Part A

Component	Activity	Description	Remarks
PV Array	Inspection	Check the PV modules and rack for any damage.	
	Inspection	If any new objects, such as vegetation growth etc., are causing shading of the array. Remove if any.	
	Vermin Removal	Remove bird nests or vermin from array and rack area.	
Junction Boxes	Inspection	<ul style="list-style-type: none"> Inspect electrical boxes for corrosion, intrusion of water or vermin. Check position of switches and breakers. Check status of all protection devices. 	
Wiring	Inspection	Inspect cabling for signs of cracks, defects, loose connections, corrosion, overheating, arcing, short or open circuits, and ground faults	
Inverter	Inspection	<ul style="list-style-type: none"> Observe instantaneous operational indicators on the faceplate. Inspect Inverter housing or shelter for any physical 	
Inverter	Service	Clean or replace any air filters.	
Instruments	Validation	Verify monitoring instruments (pyranometer etc.) with standard instruments to verify their operation within tolerance limits.	

Transformer	Inspection	Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc.	
Plant	Monitoring	Daily Operation and Performance Monitoring.	
Spare Parts	Management	Manage inventory of spare parts.	
Log Book	Documentation	Maintain daily log records.	
Tracker (if any)	Inspection	Inspect gears, gear boxes, bearings, motors.	
	Service	Lubricate bearings, gear as required.	

Signature of the Authorized signatory of the Contractor

Part B

Date	Generation kWh	Grid outage (hh:mm)	Inverter down period (hh:mm)	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

31				
----	--	--	--	--

Total generation for the month in kWh:

Cumulative generation since commissioning in kWh:

CUF for month in %:

Cumulative CUF since commissioning in %: Date:

Signature of the Authorized
signatory of the Contractor

Signature of the Authorized
signatory of the custodian of the
Building

Annexure-C

Sample Project Completion Report for Grid-Connected Rooftop			
Financial year :			
Approval No.:			
Proposal Title :			
Installed by agency :			
Project initiated by :			
Title of the Project :		Capacity	
Category of the organization / beneficiary:		Name of the contact person:	
Address of contact person :			
State :		District/City :	
Mobile:		Email:	
Telephone No. :		Website :	
Other info			
Electricity Distribution Company Name :			
Electricity consumer account no. as per electricity bill :		as on Date	
Technology Description & System Design /Specification			
Compliance to BIS/IEC Standards is mandatory)			
1. Module			
Capacity/Power of each PV	1.		1. Nos.

Module(Wp) :			2. Nos.
Cumulative Capacity of Modules (KWp):			
Solar cell technology :			
Module efficiency (in Percentage) :			
2. Inverters			
Type of inverter :			
Make of inverter :			
Capacity/Power of each PCU/inverters (VA) :	Capacity / Power Nos.		
Inverter efficiency (Full load) :			
3. Metering Arrangement			
Any other details:			
Make and Type of Meter :			
Metering Details:			
4. Other informations			
Units of electricity generated by the solar plant as per meter (in KWh):			
Monitoring Mechanism :			
No. of personnel to be trained in O&M			
Grid connectivity level			
Grid connectivity level phase		Grid connectivity level Voltage :	

VOLUME-4
FORMS & PROCEDURES (FP)

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25.	Form of Joint Venture/Consortium Agreement.
26.	Parent/ Holding Company Agreement (In case of Joint Venture/Consortium)

1. Format of Covering Letter

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

Date: _____

From : _____ *[Insert Name and Address of Bidding Company]*

Tel. #:

Fax #:

E-mail address:

To

NHPC/ NHPC REL

NHPC OFFICE COMPLEX,

Sector-33, Faridabad-121003, Haryana, India

Sub: Response to RfS No. _____ for Selection of Roof Top Developer for Setting up Solar Roof Top Plants at Various location of SREDA and its departments/Bodies in RESCO Mode through Tariff-Based Competitive Bidding *[Insert capacity of projects applied for]*.

Dear Sir,

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 Client Organization, hereby submit our response to RfS.

We confirm that neither we nor any of our 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.

We are submitting application for the development of solar projects in the following category (s):

Category	Tick applicable category
Category 1	
Category 2	
Category 3	
Category 4	
Category 5	
Category 6	

1. We give our unconditional acceptance to the **RfS, No. _____** and PPA attached thereto, issued by NHPC/ NHPC REL. In token of our acceptance to the RfS & PPA, the same have been digitally signed by us and submitted with the response to RfS. We confirm and undertake that the PPA shall be executed as per the provisions of the RfS and provisions of PPA shall be binding on us. Further, we confirm that the Project(s) shall be commissioned within the schedule stipulated in the RfS of the effective date of PPA for Projects.

2. **Earnest Money Deposit (EMD) :** - (Please read the EMD clause in the RfS carefully before filling)

We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee/Payment on Order Instrument (POI)/ Insurance Surety Bond no. dated as per Format available in RfS from [Insert name of bank providing Bank Guarantee/POI/ Insurance Surety Bond] and valid up to... in terms of relevant Clause of this RfS. The total Project capacity offered by us is kW [Insert cumulative project capacity proposed]. (Strike off whichever is not applicable)

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI/Insurance Surety Bond of the requisite value(s) towards PBG, Service charge /PMC Charge for the Projects, within due time as mentioned in this RfS on issue of LoA by NHPC REL/Government Client Organization for the selected Projects and/ or we are not able to sign PPA with Government Client Organization within the timeline as stipulated in the RfS for the selected Projects, NHPC REL 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 Formats of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats. We hereby withdraw any deviation, conditions whether mentioned explicitly or not in our response to this RfS without any cost to NHPC/NHPC REL.

5. **Acceptance**

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

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 Govt. Client Organization or supply of solar power in the event of our selection as Successful Bidder.

7. We are enclosing herewith our response to the RfS with formats duly digitally signed as desired by you in the RfS for your consideration.
8. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from the NHPC/ NHPC REL.
9. 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.

We confirm that all the terms and conditions of our Bid are valid for a period of upto and including **One Hundred Twenty (120) days** from the technical bid opening date unless extended by us on your request and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

10. We hereby understand and confirm that NHPC/NHPC REL reserves its right to verify the documents furnished by us at the time of submission of RfS including availability of the Net Worth to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of PPA.

We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, NHPC/NHPC REL shall be free to take appropriate action including forfeiture of EMD and blacklisting us for an appropriate period decided by NHPC/NHPC REL.

11. We, hereby, declare that only the persons or firms interested in this bid as named here and that no other persons or firms other than those mentioned herein have any interest in this bid or in the PPA to be entered into. We confirm that this bid is made without any connection with any other person, firm or party likewise submitting a bid. We further confirm that this bid is submitted in good faith and without collusion or fraud.

12. Contact Person

Details of the contact person are furnished as under:

Name:....
 Designation:....
 Company :....
 Address :....
 PhoneNos.:....
 Fax Nos. :....

E-mail address:

13. We confirm that we have understood that we shall approach concerned authorities/departments directly for allotment of land, timelines for availability,

possession and connectivity for the Project(s) allotted to us, if any and that NHPC/NHPC REL shall not in any way, directly or indirectly, be responsible and liable for these matters. We also confirm that we shall be overall responsible to complete all the activities related to Project Development at our own risk and cost.

14. We have neither made any statement nor provided any information in this Bid, 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 a Seller's event of default under PPA, and consequent provisions of PPA shall apply.
15. We confirm that we shall sign the Integrity pact with NHPC/ NHPC REL as per Format and submit certificates for compliance as per format of RfS document.
16. We hereby undertake that we shall pay the requisite Service / PMC charges prior to signing of PPA as per provision of RfS to NHPC REL in the payment of monthly bills to be made by NHPC REL, as part of payment security mechanism charges under the PPA, to avail the benefits under the payment security mechanism as per PPA.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board)

2. Bid Security Forms
Bank Guarantee
(Refer ITB Clause 14)

(To be executed on Non-Judicial stamp paper of appropriate value)

Bank Guarantee No. _____

Date: _____

(Name of Contract)

To: (Name and address of NHPC/ NHPC REL)

WHEREAS (name of Bidder) (hereinafter called “the Bidder”) has submitted its bid dated (date of bid) for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE (name of Bank) of (address of bank) (hereinafter called “the Bank”), are bound unto NHPC Limited (A Government of India Enterprises) for the sum of: (amount), for which payment well and truly to be made to the said NHPC/NHPC REL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under the Integrity pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the NHPC/ NHPC REL during the period of bid validity
 - a) fails or refuses to sign the PPA when required, or
 - b) fails or refuses to submit the performance security in accordance with the RFS documents .

WE undertake to pay to the NHPC/ NHPC REL up to the above amount upon receipt of its first written demand, without the NHPC/ NHPC REL having to substantiate its demand, provided that in its demand the NHPC/ NHPC REL will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Bank declares that this Bank Guarantee is issued by the bank, utilizing the credit limit of M/s---
----- (Name of Contractor)

This guarantee will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank _____

in the capacity of Common Seal of the Bank _____

Common Seal of the Bank with complete address including Tel/Fax Nos

Staff Authority No. of the officer of the Bank /Signatory

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the NHPC/ NHPC REL (Name of NHPC/ NHPC REL) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the NHPC/ NHPC REL. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the NHPC/ NHPC REL.
6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee to the NHPC/ NHPC REL (authority inviting tenders) with a forwarding letter.

3. Bid Security Forms

Bank Guarantee

(Refer ITB Clause 14)

(To be submitted by the Partners of Joint Venture/ Consortium)

(To be executed on Non-Judicial stamp paper of appropriate value)

Bank Guarantee No.

Date: _____

(Name of Contract)

To: (Name and address of NHPC/ NHPC REL)

WHEREAS (name of Joint venture/ Consortium) (hereinafter called “the Bidder”) has submitted its bid dated (date of bid) for the performance of the above-named Contract (hereinafter called “the Bid”) and (name of partner of the Joint venture/ Consortium) is a partner of the Joint venture/ Consortium with participation share of

KNOW ALL PERSONS by these present that WE (name of Bank) of (address of bank) (hereinafter called “the Bank”), are bound unto NHPC Limited (A Government of India Enterprises) for the sum of: (amount), for which payment well and truly to be made to the said NHPC/NHPC REL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under the Integrity pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the NHPC/ NHPC REL during the period of bid validity
 - c) fails or refuses to sign the PPA when required, or
 - d) fails or refuses to submit the performance security in accordance with the RFS documents .

WE undertake to pay to the NHPC/ NHPC REL up to the above amount upon receipt of its first written demand, without the NHPC/ NHPC REL having to substantiate its demand, provided that in its demand the NHPC/ NHPC REL will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Bank declares that this Bank Guarantee is issued by the bank, utilizing the credit limit of M/s-----
----- (Name of Contractor/ Partner of JV/Consortium)

This guarantee will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank _____

in the capacity of Common Seal of the Bank _____

Common Seal of the Bank with complete address including Tel/Fax Nos

Staff Authority No. of the officer of the Bank /Signatory

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
6. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the NHPC/ NHPC REL (Name of NHPC/ NHPC REL) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the NHPC/ NHPC REL. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the NHPC/ NHPC REL.
6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee to the NHPC/ NHPC REL (authority inviting tenders) with a forwarding letter.

4. Format for POI for Earnest Money Deposit

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

No.

Date

NHPC/ NHPC REL

**Reg: M/s _____ (insert name of the Bidder) – Issuance of Payment on
Order Instrument for an amount of Rs.**

Dear Sir,

1. It is to be noted that M/s. _____ (*insert name of the POI issuing Agency*) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. ____ (Rupees only) to M/s _____ under the Loan Agreement executed on ____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (*insert name of the Bidder*), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Setting up of Setting up Solar Roof Top Plants at Various location of SREDA and its departments/Bodies in RESCO Mode through Tariff-Based Competitive Bidding of the cumulative capacity of.....kW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. ____ datedissued by NHPC/NHPC REL (hereinafter referred to as NHPC/NHPC REL) and NHPC/NHPC REL considering such response to the RfS of [*Insert the name of the Bidder*] as per the terms of the RfS, the[*Insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to NHPC/NHPC REL at [*Insert Name of the Place from the address of NHPC/NHPC REL*] forthwith without demur on demand in writing from NHPC/NHPC REL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees-----only, on behalf of M/s

[*Insert name of the Bidder*].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____

lakhs (in words.....) to NHPC/NHPC REL on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from NHPC/NHPC REL within the validity period of this letter as specified herein;
- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against NHPC/NHPC REL;
- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
- (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (NHPC/NHPC REL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
- (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
- (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NHPC/NHPC REL made in any format within the validity period. IREDA/REC/PFC shall not require NHPC/NHPC REL to justify the invocation of the POI against the SPV/RTD, to make any claim against or any demand against the SPV/RTD or to give any notice to the SPV/RTD;
- (g) The POI shall be the primary obligation of IREDA/REC/PFC and NHPC/NHPC REL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/RTD;
- (h) Neither NHPC/NHPC REL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NHPC/NHPC REL in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other

documents, this POI is and shall remain valid up to _____ and

IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.

and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____
(Name of the POI issuing agency).

()

General Manager (TS)

Copy to:-

M/s.

As per their request

()

General Manager (TS)

5. Format for POI for Earnest Money Deposit

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

(To be submitted by the Partners of Joint Venture/Consortium)

No. _____

Date _____

NHPC/ NHPC REL

**Reg: M/s(insert name of Joint Venture/Consortium) – Issuance of Payment on
Order Instrument for an amount of Rs.**

Dear Sir,

2. It is to be noted that M/s. _____ (*insert name of the POI issuing Agency*) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (*insert name of the partner of Joint Venture/Consortium*), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the [*Insert name of the Partner of Joint Venture/Consortium*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for “ [*Insert Name of Work*] through Tariff-Based Competitive Bidding of the cumulative capacity of.....kW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by NHPC/NHPC REL (hereinafter referred to as NHPC/NHPC REL) and NHPC/NHPC REL considering such response to the RfS of [*Insert the name of the Bidder*] as per the terms of the RfS, the[*Insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to NHPC/NHPC REL at [*Insert Name of the Place from the address of NHPC/NHPC REL*] forthwith without demur on demand in writing from NHPC/NHPC REL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees-----only, on behalf of M/s

[*Insert name of Partner of the Joint Venture/Consortium*].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to NHPC/NHPC REL on the following conditions:-

- (b) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from NHPC/NHPC REL within the validity period of this letter as specified herein;
- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against NHPC/NHPC REL;
- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
- (i) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (NHPC/NHPC REL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
- (j) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
- (k) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NHPC/NHPC REL made in any format within the validity period. IREDA/REC/PFC shall not require NHPC/NHPC REL to justify the invocation of the POI against the SPV/RTD, to make any claim against or any demand against the SPV/RTD or to give any notice to the SPV/RTD;
- (l) The POI shall be the primary obligation of IREDA/REC/PFC and NHPC/NHPC REL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/RTD;
- (m) Neither NHPC/NHPC REL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NHPC/NHPC REL in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and

IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.

and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____
(Name of the POI issuing agency).

()

General Manager (TS)

Copy to:-

M/s.

As per their request

()

General Manager (TS)

**6. Format of Insurance Surety Bond for Earnest Money Deposit
(Refer ITB Clause 14)**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date: _____

(Name of Contract)

To: (Name and address of NHPC/ NHPC REL)

WHEREAS (name of Bidder) (hereinafter called “the Bidder”) has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that We (name of Insurance Company) of (address of Insurance Company) (hereinafter called “the Surety”), are bound unto NHPC Limited (a Govt. of India Enterprises) (hereinafter called “the NHPC/ NHPC REL”) for the sum of (amount), for which payment well and truly to be made to the said NHPC/ NHPC REL, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the NHPC/ NHPC REL during the period of bid validity.
 - a) fails or refuses to sign the PPA when required, or
 - b) fails or refuses to submit the performance security in accordance with the RFS Documents.

We undertake to pay to the NHPC/ NHPC REL up to the above amount upon receipt of its first written demand, without the NHPC/ NHPC REL having to substantiate its demand, provided that in its demand the NHPC/ NHPC REL will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company), as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNST
MONEY DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

7. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the NHPC/ NHPC REL (Name of NHPC/ NHPC REL) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the NHPC/ NHPC REL.
6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the NHPC/ NHPC REL (authority inviting tenders) with a forwarding letter.

7. Format of Insurance Surety Bond for Earnest Money Deposit
(Refer ITB Clause 14)

(To be submitted by the partners of Joint Venture/Consortium)

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date: _____

(Name of Contract)

To: (Name and address of NHPC/ NHPC REL)

WHEREAS (name of Joint Venture/Consortium) (hereinafter called “the Bidder”) has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called “the Bid”) and (name of partner of the Joint venture/ Consortium) is a partner of the Joint venture/ Consortium with participation share of

KNOW ALL PERSONS by these present that We (name of Insurance Company) of (address of Insurance Company) (hereinafter called “the Surety”), are bound unto NHPC Limited (a Govt. of India Enterprises) (hereinafter called “the NHPC/ NHPC REL”) for the sum of (amount), for which payment well and truly to be made to the said NHPC/ NHPC REL, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the NHPC/ NHPC REL during the period of bid validity.
 - a) fails or refuses to sign the PPA when required, or
 - b) fails or refuses to submit the performance security in accordance with the RFS Documents.

We undertake to pay to the NHPC/ NHPC REL up to the above amount upon receipt of its first written demand, without the NHPC/ NHPC REL having to substantiate its demand, provided that in its demand the NHPC/ NHPC REL will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company), as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNST
MONEY DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

8. Performance Security Forms

(To be submitted by the RTD)

Bank Guarantee Format for Performance Security

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No.....

Date.....

To,

[NHPC/ NHPC REL Name & Address]

Dear Sirs,

In consideration of the ... [NHPC REL]..... (hereinafter referred to as the 'NHPC REL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[RTD's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'RTD, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a RFS by issue of NHPC REL Letter of Acceptance No..... dated..... and the same having been acknowledged by the RTD, resulting in a Power Purchase Agreement (PPA) to be entered into with _____[Insert name of the Client Organization], hereinafter referred to as "Client", for purchase of Power [from selected Roof Top Developer (RTD), M/s _____]

As per the terms of the RfS, the _____ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to NHPC REL at _____[Insert Name of the Place from the address of the NHPC REL Organization] forthwith on demand in writing from NHPC REL 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 Roof Top Developer/Solar Power Developer/Project Company]

We[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the HPC REL, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the RTD. Any such demand made by the NHPC REL on the Bank shall be conclusive and binding notwithstanding any difference between the NHPC REL and the RTD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the NHPC REL and further agrees that the guarantees herein contained shall continue to be enforceable till the NHPC REL discharges this guarantee or till(+)...... [days/month/year] whichever is earlier.

(**)

The NHPC REL shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The NHPC REL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the RTD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHPC REL and the Contractor or any other course or remedy or security available to the NHPC REL. The Bank shall not be released of its obligations under these presents by any exercise by the NHPC REL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NHPC REL or any other indulgence shown by the NHPC REL or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank declare that this Bank Guarantee is issued by the bank, utilizing the credit limit of M/s ---- (Name of RTD) also agrees that the NHPC REL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the RTD and notwithstanding any security or other guarantee the NHPC REL may have in relation to the RTD's liabilities.

i) Our liability under this Bank Guarantee shall not exceed _____(*)_____.

ii) This Bank Guarantee shall be valid upto _____(+)_____.

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if NHPC REL serves upon Bank a written claim or demand on or before ---- (@)_____

Dated thisday of 20.....at.....

WITNESS

.....

(Signature)

(Signature)

.....

.....

(Name)

(Name).

(Official Address) (Designation with Bank Stamp)/with staff Authority no.

Complete Address of the Bank with Tele-Fax

Notes :

1. (*) This sum shall be as per Clause 31.1 ITB of RfS.

(@) This date will be 12(Twelve) months beyond the Commissioning Date of the Project.

(+) This date will be 9 (Nine) months beyond the Scheduled Commencement of Supply Date of the Project.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value; such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.
3. Bank Guarantee is required to be submitted directly to the NHPC REL by the issuing bank (on behalf of RTD) The RTD can submit an advance copy of Bank Guarantee to the NHPC REL.
4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

9. Format for POI for Performance Bank Guarantee

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

No.

Date

NHPC REL _____

Reg: M/s _____ (insert name of the PPA signing entity) (Project No.

**(insert project ID issued by NHPC REL) – Issuance of Payment on Order
Instrument for an amount of Rs.**

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) **(‘IREDA/REC/PFC’)** has sanctioned a non-fund based limit loan of Rs. ____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on ____ to execute Renewable Energy Projects.
2. At the request of M/s _____, this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [Insert name of the RTD] (hereinafter referred to as Selected Roof Top Developer) submitting the response to RfS inter alia for selection of Categories ____ kW, at [Insert name of the place] under RfS for (insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated ____ issued by NHPC REL (hereinafter referred to as NHPC REL) and NHPC REL considering such response to the RfS of ____ [insert the name of the selected Roof Top Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Roof Top Developer (RTD) and issuing Letter of Award No ____ to (Insert _____ Name _____ of selected Roof Top Developer) as per terms of RfS and the same having been accepted by the selected RTD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Roof Top Developer. As per the terms of the RfS, the [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to NHPC REL at [Insert Name of the Place from the address of the NHPC REL] forthwith on demand in writing from NHPC REL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees- [Total Value] only, on behalf of M/s [Insert name of the selected Roof Top Developer / Project Company].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to NHPC REL on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from NHPC REL within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against NHPC REL;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (NHPC REL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NHPC REL made in any format within the validity period. IREDA/REC/PFC shall not require NHPC REL to justify the invocation of the POI against the SPV/RTD, to make any claim against or any demand against the RTD or to give any notice to the RTD;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and NHPC REL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the RTD;
 - (h) Neither NHPC REL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NHPC REL in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____
(name of the POI issuing agency).

()

General Manager (TS)

Copy to:-

M/s.

As per their request

()

General Manager (TS)

10. FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[NHPC REL's Name & Address]

Dear Sirs,

In consideration of the ... *[NHPC REL]*..... (hereinafter referred to as the 'NHPC REL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s*[RTD's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'RTD, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of NHPC REL's Letter of Acceptance No..... dated..... and the same having been acknowledged by the RTD, for -----[Contract sum in figures and words] for*[Name of the work]* and the RTD having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid work under the Contract to the NHPC REL.

We*[Name & Address of the Insurance Company]*.....having its Head Office at.....(hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the NHPC REL, on demand any and all monies payable by the RTD to the extent of(*)..... as aforesaid at any time upto(@)..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the RTD. Any such demand made by the NHPC REL on the Insurance Company shall be conclusive and binding notwithstanding any difference between the NHPC REL and the RTD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the NHPC REL and further agrees that the guarantees herein contained shall continue to be enforceable till the NHPC REL discharges this guarantee or till(+)...... *[days/month/year]* whichever is earlier.

The NHPC REL shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the RTD. The NHPC REL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the RTD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHPC REL and the RTD or any other course or remedy or security available to the NHPC REL.

The Insurance Company shall not be released of its obligations under these presents by any exercise by the NHPC REL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NHPC REL or any other indulgence shown by the NHPC REL or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(Name of Insurance Company), as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the NHPC REL at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the RTD and notwithstanding any security or other guarantee the NHPC REL may have in relation to the RTD's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed ____ (*). ____.
- ii) This Insurance Surety Bond shall be valid upto ____ (+) ____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if NHPC REL serves upon Surety a written claim or demand on or before ____ (@) ____.

Dated thisday of20_.....at.....

WITNESS

.....
(Signature)

(Signature).....

.....
(Name)

(Name).....

.....
(Official Address)

.....
(Designation with Stamp of Insurance Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes :

1. (*) This sum shall be as per Clause 31.1 of RfS.
(@) This date will be 12(Twelve) months beyond the Commissioning Date of the Project.
(+) This date will be 9 (Nine) months beyond the Scheduled Commencement of Supply Date of the Project.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the

purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the NHPC REL by the issuing Insurance Company (on behalf of RTD) under registered post (A.D.). The RTD can submit an advance copy of Insurance Surety Bond to the NHPC REL.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Surety Bond from that branch/ Head office, if so required.

11. FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be submitted by the Partners of Joint Venture)

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[NHPC REL's Name & Address]

Dear Sirs,

In consideration of the ... *[NHPC REL]*..... (hereinafter referred to as the 'NHPC REL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s*[RTD's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'RTD', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of NHPC REL's Letter of Acceptance No..... dated..... and the same having been acknowledged by the RTD, for -----[Contract sum in figures and words] for*[Name of the work]* and the RTD having agreed to provide a Contract Performance Guarantee in the name of individual partner of JV in proportion of their participation share in JV for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid work under the Contract to the NHPC REL.

We*[Name & Address of the Insurance Company]*.....having its Head Office at.....(hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the NHPC REL, on demand any and all monies payable by the RTD to the extent of(*)..... as aforesaid at any time upto(@)..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the RTD (individual partners in case of JV). Any such demand made by the NHPC REL on the Insurance Company shall be conclusive and binding notwithstanding any difference between the NHPC REL and the RTD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the NHPC REL and further agrees that the guarantees herein contained shall continue to be enforceable till the NHPC REL discharges this guarantee or till(+)..... *[days/month/year]* whichever is earlier.

The NHPC REL shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the RTD (individual partners in case of JV). The NHPC REL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might

have against the RTD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHPC REL and the RTD or any other course or remedy or security available to the NHPC REL. The Insurance Company shall not be released of its obligations under these presents by any exercise by the NHPC REL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NHPC REL or any other indulgence shown by the NHPC REL or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(Name of Insurance Company)as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the NHPC REL at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the RTD (individual partners in case of JV) and notwithstanding any security or other guarantee the NHPC REL may have in relation to the RTD's (individual partners in case of JV) liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed _____(*)_____.
- iii) This Insurance Surety Bond shall be valid upto _____(+)______.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if NHPC REL serves upon Surety a written claim or demand on or before _____(@)_____

Dated thisday of(month).....20_.....at.....

WITNESS

.....
(Signature)

(Signature).....

.....
(Name)

(Name).....

.....
(Official Address)

.....
(Designation with Stamp of Insurance Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes: 1. (*) 1. (*) This sum shall be as per Clause 31.1 (Instruction of Bidder) of R f S. @)
This date will be 12(Twelve) months beyond the Commissioning Date
of the Project.

(+) This date will be 9 (Nine) months beyond the Scheduled Commencement of Supply Date of the
Project.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

5. Insurance Surety Bond is required to be submitted directly to the NHPC REL by the issuing Insurance Company (on behalf of RTD (individual partners in case of JV)) under registered post (A.D.). The RTD (individual partners in case of JV) can submit an advance copy of Insurance Surety Bond to the Engineer.
6. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Security from that branch/ Head office, if so required.

{Ref:ITB Cl.34}

12. 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. #: Fax#:

E-mail address#

To

(Enter Address of NHPC/NHPC REL)

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

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 34 of ITB 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, NHPC/NHPC REL 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 List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 and 9th December, 2024 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable 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,

Yours faithfully,

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

Annexure to Format for Disclosure

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#:

Fax#:

E-mail address#

To

NHPC/ NHPC REL,

NHPC OFFICE COMPLEX,

Sector-33, Faridabad-121003,

Haryana, India.

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

Dear Sir/ Madam,

This is with reference to attached order No. OM No. F.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 Person in whose name Power
of Attorney/ Board Resolution/ Declaration.

Encl: OM dated 23.07.2020, as referred above.

**13. CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RfS
DOCUMENT**

(Certificate of Compliance to All Provisions of RfS Document / "NIL" Deviation Certificate)

[To be submitted offline in a separate sealed envelope along with EMD and others]

Bidder's Name and Address :

To,

General Manager (Civil Contracts-I)

NHPC Limited, Room No.218,

2nd Floor, Jyoti Sadan

NHPC OFFICE COMPLEX,

Sector-33, Faridabad-121003,

Haryana, India

Dear Sir,

1. With reference to our Bid dated for **"Selection of Roof Top Developer for Setting up Solar Roof Top Plants at Various location of SREDA and its departments/Bodies in RESCO Mode through Tariff-Based Competitive Bidding , RfS**

No. _____ , we hereby confirm that we have read the provisions of RfS document along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Technical Bid and Financial Bid) are strictly in conformity with the provisions of the RfS Document including its Amendments / Clarifications / Errata / Revisions thereof and we have **not taken any deviation** to any of the provisions of the aforesaid RfS document.

2. Further, we agree that the entire work for development of Solar Power Project(s) shall be performed as per the provisions of RfS document including Technical Requirements as per the RfS document.
3. We confirm that any deviation/ variation / additional conditions to the provisions of RfS Document read in conjunction with its Amendment(s)/Clarification(s)/ Addenda / Errata found anywhere in our Technical Bid and Financial Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the NHPC/NHPC REL, failing which the EMD be forfeited.
4. We hereby confirm that our Technical Bid does not contain any Financial/Price content entry. However if anything is contained, we shall be solely responsible for any implication.

5. Further, we confirm that our Financial Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Financial Bid.

Date :

Signature of Authorized signatory.....

(Name of Authorized Signatory).....

Place

(Designation)

(Company Seal)

14. DECLARATION REGARDING INSOLVENCY PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016

Subject: Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against (name of the bidder / partner of JV / Parent Holding Company / Sub-Contractor) under the IBC 2016”.

Further, it is declared that after submitting the bid till the time of award of work, (name of the bidder / partner of JV / Parent Holding Company / Sub-Contractor) shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against (Name of the bidder / partner of JV / Parent Holding Company / Sub-Contractor) and any suppression of such fact shall render the (name of the bidder / partner of JV / Parent Holding Company / Sub-Contractor) liable for rejection of our bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

(To be submitted on letter head duly signed by the authorized representative of bidder/each partner of JV/Consortium/ Parent Company/Sub-contractor)

{REFER Clause 37 OF ITB}

15. Self-Certificate for Cyber Security

We declare that cyber security/ safety of the equipment/ process to be supplied / services to be rendered as safe to connect.

Note:

1. All the items/components/services specified under the Contract shall be supplied in compliance to cyber security policies/guidelines of the buyer organisation/GoI guidelines..
2. We shall strictly follow the order from Ministry of Power (Government of India) Circular No.25-l 1/6/2018-PG Dated 02.07.2020 and Circular No. 12/34/2020-T&R dated 08.06.2021 (along with its ammendments issued from time to time) during procurement of any equipments / hardware to be used in power supply system, network and/or associated IT / OT/ IoT infrastructure.

(Seal & Signature of Bidder)

Date:

16. PRICE SCHEDULES

PRICE SCHEDULE FOR CATEGORY-1

NAME OF WORK- Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.

Tender Reference No.- NH/CCW/CC-I/CO-362/PR61324/10, **Tender ID-** 2025_NHPC_865410_1

CATEGORY-1

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Notes:

1. Indicative Tariff in Rupees upto two decimal place per kWh (unit).
2. The Price quoted in this schedule shall be inclusive of all Taxes, Duties, Levies , Charges etc.
3. The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years.

Name of the Bidder/ Bidding Firm / Company :			
S.No.	Description (1)	Indicative Tariff (Rs./kWh)	Indicative Tariff (in Words)
1	Category-1 for Mangan District		

PRICE SCHEDULE FOR CATEGORY-2

NAME OF WORK- Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.

Tender Reference No.- NH/CCW/CC-I/CO-362/PR61324/10, **Tender ID-** 2025_NHPC_865410_1

CATEGORY-2

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Notes:

1. Indicative Tariff in Rupees upto two decimal place per kWh (unit).
2. The Price quoted in this schedule shall be inclusive of all Taxes, Duties, Levies , Charges etc.
3. The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years.

Name of the Bidder/ Bidding Firm / Company :			
S.No.	Description (1)	Indicative Tariff (Rs./kWh)	Indicative Tariff (in Words)
1	Category-2 for Namchi District		

PRICE SCHEDULE FOR CATEGORY-3

NAME OF WORK- Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.

Tender Reference No.- NH/CCW/CC-I/CO-362/PR61324/10, **Tender ID-** 2025_NHPC_865410_1

CATEGORY-3

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Notes:

1. Indicative Tariff in Rupees upto two decimal place per kWh (unit).
2. The Price quoted in this schedule shall be inclusive of all Taxes, Duties, Levies , Charges etc.
3. The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years.

Name of the Bidder/ Bidding Firm / Company :			
S.No.	Description (1)	Indicative Tariff (Rs./kWh)	Indicative Tariff (in Words)
1	Category-3 for Gangtok District		

PRICE SCHEDULE FOR CATEGORY-4

NAME OF WORK- Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.

Tender Reference No.- NH/CCW/CC-I/CO-362/PR61324/10, **Tender ID-** 2025_NHPC_865410_1

CATEGORY-4

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Notes:

1. Indicative Tariff in Rupees upto two decimal place per kWh (unit).
2. The Price quoted in this schedule shall be inclusive of all Taxes, Duties, Levies , Charges etc.
3. The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years.

Name of the Bidder/ Bidding Firm / Company :			
S.No.	Description (1)	Indicative Tariff (Rs./kWh)	Indicative Tariff (in Words)
1	Category-4 for Soreng District		

PRICE SCHEDULE FOR CATEGORY-5

NAME OF WORK- Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.

Tender Reference No.- NH/CCW/CC-I/CO-362/PR61324/10, **Tender ID-** 2025_NHPC_865410_1

CATEGORY-5

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Notes:

1. Indicative Tariff in Rupees upto two decimal place per kWh (unit).
2. The Price quoted in this schedule shall be inclusive of all Taxes, Duties, Levies, Charges etc.
3. The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years.

Name of the Bidder/ Bidding Firm / Company :			
S.No.	Description (1)	Indicative Tariff (Rs./kWh)	Indicative Tariff (in Words)
1	Category-5 for Gyalshing District		

PRICE SCHEDULE FOR CATEGORY-6

NAME OF WORK- Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.

Tender Reference No.- NH/CCW/CC-I/CO-362/PR61324/10, **Tender ID-** 2025_NHPC_865410_1

CATEGORY-6

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Notes:

1. Indicative Tariff in Rupees upto two decimal place per kWh (unit).
2. The Price quoted in this schedule shall be inclusive of all Taxes, Duties, Levies , Charges etc.
3. The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years.

Name of the Bidder/ Bidding Firm / Company :			
S.No.	Description (1)	Indicative Tariff (Rs./kWh)	Indicative Tariff (in Words)
1	Category-6 for Pakyong District		

17. ECS FORM

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

1.	BIDDER'S NAME	No. :																		
	Address	:	<div style="border-bottom: 1px solid black; height: 15px;"></div>																	
		:	<div style="border-bottom: 1px solid black; height: 15px;"></div>																	
		:	<div style="border-bottom: 1px solid black; height: 15px;"></div>																	
	Phone/Mobile No.	:	<div style="border-bottom: 1px solid black; height: 15px;"></div>																	
2.	PARTICULARS OF BANK ACCOUNT	:	<div style="border-bottom: 1px solid black; height: 15px;"></div>																	
A.	BANK NAME	:	<div style="border-bottom: 1px solid black; height: 15px;"></div>																	
B.	BRANCH NAME																			
	Address	:	<div style="border-bottom: 1px solid black; height: 15px;"></div>																	
	Telephone No.	:	<div style="border-bottom: 1px solid black; height: 15px;"></div>																	
C.	IFSC code of the Bank (For payments through RTGS)	:	<table border="1" style="border-collapse: collapse; width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																	
D.	ACCOUNT TYPE (S.B. Account/Current Account or Cash Credit with Code 10/11/13)	:	<table border="1" style="border-collapse: collapse; width: 100%; text-align: center;"> <tr> <td style="width: 50%; height: 40px;"></td> <td style="width: 50%; height: 40px;"></td> </tr> </table>																	
E.	ACCOUNT NUMBER (As appearing on the Cheque Book)	:	<div style="border-bottom: 1px solid black; height: 15px;"></div>																	

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Company responsible.

(.....)

Date:

Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

$$(\dots)$$

Date:

Signature of the Authorised
Official from the Bank

18. PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING COMPANY.

To
General Manager (Civil Contracts-I), NHPC Ltd.,
Room No.218, 2nd Floor, Jyoti Sadan,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
Tele No :+91 (129) 2270596

Subject: Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.

TENDER ID:

Dear Sirs,

1.0 I, Mr (CEO of the Company / CFO of the Company)*
declare that M/s. (Name of the Holding Company) is the
Holding Company of M/s. (Name of the Bidder).

2.0 I hereby confirm and undertake that the unaudited unconsolidated financial
statements submitted in respect of the bidder as part of the bid reference no.
..... dated have been considered for the
purposes of the finalisation of Consolidated Financial Statements of the
Holding Company as part of the Annual Reports.

3.0 I further, certify that the figures in the unaudited unconsolidated financial
statements are true and correct and same have been duly reflected in the audited
consolidated financial statements and / or Annual Report of the
Holding Company.

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Holding Company)
.....

(Seal of Holding Company)
.....

Note : *Strike off whichever is not applicable.

19. PROFORMA OF UNDERTAKING

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

(To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder alongwith the Bid, Applicable to the Bidder for meeting the stipulated Financial Qualifying Requirement as per clause 3.2.B of Eligibility Criteria)

To
General Manager (Civil Contracts-I), NHPC Ltd.,
Room No.218, 2nd Floor, Jyoti Sadan,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
Tele No :+91 (129) 2270596

Subject: **Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding**

Dear Sirs,

1.0 We, M/s..... declare that we are the holding company of M/s (Name of the Bidder) and have controlling interest therein.

M/s.....(Name of the Bidder) proposes to submit the bid for Development of Solar Project having reference no.....datedand have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause No. 3.2.B.1 of Eligibility requirement.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s.(Name of the Bidder), in case they are awarded the Contract for the said package. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by Employer.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully

(Signature of Authorised
Signatory on behalf of
the Holding Company)

Witness :

(1).....	(Name &Designation).....
	(Name of the HoldingCompany).....
(2).....	(Seal of the HoldingCompany).....

Date:

Place:

**20. PROFORMA OF CERTIFICATE FROM THE CEO/CFO IN ACCORDANCE WITH ITEM CLAUSE
3.2.B OF ELIGIBILITY CRITERIA**

To
General Manager (Civil Contracts-I), NHPC Ltd.,
Room No.218, 2nd Floor, Jyoti Sadan,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
Tele No :+91 (129) 2270596

**Subject: Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top
Plants at Various locations on government buildings in the state of Sikkim on RESCO
Mode through Tariff-Based Competitive Bidding.**

Dear Sirs,

I, Mr. (CEO/ CFO of the Company) of.....(Name of
theCompany) Declare that the financial results of M/s.(Nameof
theBidder)are under audit as on.....(Date of applications
for bid) and the Certificate from the practicing
Chartered Accountant certifying the financial parameters is also not available.

Yours faithfully

(Signature)

Date : (Name &Designation).....

Place : (Name of the Company).....

(Seal of Company)

Note : *Strike off if not applicable.

21. JOINT LETTER OF UNDERTAKING BETWEEN THE CEO OF THE HOLDING COMPANY / GROUP COMPANY OR SUBSIDIARY COMPANY & CEO OF THE BIDDER COMPANY IN ACCORDANCE WITH CLAUSE NO. 3.2.A OF ELIGIBILITY CRITERIA / QUALIFYING REQUIREMENTS.

(To be submitted by Bidder alongwith the bid)

To
General Manager (Civil Contracts-I), NHPC Ltd.,
Room No.218, 2nd Floor, Jyoti Sadan,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
Tele No :+91 (129) 2270596

Subject: “ Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding.”

Dear Sirs,

I,Mr./Mrs(CEO of the Holding Company/Group Company)* declare thatM/s. (Name of the Holding Company/Group Company)* is theHolding Company/Group Company* of M/s. (Name of the Bidder Company) I hereby confirm that we meet qualifying requirement specified at **Clause 3.2.A.1* / 3.2.A.2 * / 3.2.A.3 of Eligibility Requirement** prior to the last date of submission of bid. Furthermore, I confirm to extend full support for complete performance of the contract in case of award .
OR

I, Mr./Mrs (CEO of the Subsidiary Company)* declare that M/s.....(Name of theS ubsidiary company) is the Subsidiary Company of M/s. (Name of the Bidding Company) I hereby confirm that we meet qualifying requirement specified at **Clause 3.2.A.1* / 3.2.A.2 */ 3.2.A.3*of Eligibility Requirement** prior to the last date of submission of application for enlistment. Further more, I confirm to extend full support for complete performance of the contract in case of award.

1.0

Yours faithfully (Signature)	Yours faithfully (Signature)
(Name& Designation).....	(Name& Designation).....
(Name of the Subsidiary Company)	(Name of the Holding Company/Group Company)
(Seal of Subsidiary Company)	(Seal of Holding Company)

Date:

Place:

**Strike off whichever is not applicable.*

22. Bidders undertaking (on Letter head of the Company) mentioning the requisite Category for which Rfs(s) are submitted

To
General Manager (Civil Contracts-I), NHPC Ltd.,
Room No.218, 2nd Floor, Jyoti Sadan,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
Tele No :+91 (129) 2270596

Subject: Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding

Dear Sirs,

We, M/s..... declare that we have submitted the bid(s) for the following zone(s):

Sl. No.	Category	District	Tentative Capacity (kW)	Tick the Applicable Category
1	Category-1	Mangan	682	
2	Category-2	Namchi	1217	
3	Category-3	Gangtok	1790	
4	Category-4	Soreng	366	
5	Category-5	Gyalshing	735	
6	Category-6	Pakyong	270	
TOTAL=			5060	

Yours faithfully

(Signature of Authorised
Signatory on behalf of
the Company)

23. UNDERTAKING FROM PARENT/ HOLDING COMPANY

(On the letter head of Parent/Holding Company)

No:

Date:.....

Name & address of the Employer

Sub: ” Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding

Tender ID:

Dear Sirs,

We, M/s..... (Name of the Parent/Holding Company) having registered office at(Address of the Parent/Holding Company) do hereby undertake that in case work(Name of work) is awarded to M/s (Name of the Bidder) who is participating in your subject Tender as a Sole Bidder/ Consortium in JV, which is our subsidiary company, we on our strength/ strength (name of group company (ies)) under our control shall provide the full support for technical and financial requirements for the work “.....” (the scope of work of subsidiary company) and we shall be responsible for the successful completion of the scope of works of M/s..... (Name of the Bidder subsidiary company).

In case the Bidder, M/s(Name of Subsidiary company) gets qualified and awarded the work, We do hereby undertake:

- i) to enter into a separate agreement with the Employer as per the Employer’s approved format included in the Bid documents.

We do hereby also confirm that we are not participating either as a sole Bidder or in another way against the above Invitation for Bids.

Yours faithfully,

For & on behalf of M/s.
(Name & Address of the Parent/Holding Company)

(Office Seal)

Station:

Date:

Note: 1. This Letter of undertaking should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of Attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so together with the authority of its executant be enclosed with this Letter of Undertaking.

2. In line with ITB clause if bidder is qualifying on the strength of Subsidiary company / Group Company under the same Apex/Parent company, then a commitment/ undertaking from such

Subsidiary / Group Company for assured support and unhindered access to its assets and resources to the Bidder is also required to be submitted. This Letter of undertaking should be on the letterhead of the Subsidiary company/ Group Company and should be signed by a person competent and having the Power of Attorney to bind the Subsidiary company/ Group Company. Power of Attorney in favour of this person to do so together with the authority of its executant be enclosed with this Letter of Undertaking

24. PARENT/ HOLDING COMPANY AGREEMENT

THIS AGREEMENT IS MADE on this the..... th day of between the NHPC, a company incorporated under the laws of India and having its Registered Office at Faridabad India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and(name of Parent/Holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/Holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/Holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the works being awarded to M/s..... (name of Subsidiary Company) and further agreeing to enter into a separate agreement with the Employer, the Employer has entered into a Contract with M/son(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for the execution of (name of work package) for NHPC Limited in the state of Haryana , India (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/Holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to the Contractor and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Contractor for the execution of the Work described as above.
- 3.(a) The Parent/Holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by the Contractor under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to the Contractor for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/Holding Company.
3. (b) In the event of breach and/ or failure on the part of the Contractor to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/Holding Company and the Parent/Holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Contractor under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).

- 3(c) The Parent/Holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Parent/Holding Company and the Parent/Holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Contractor for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/Holding Company was the Contractor for successful completion of the works.

In the event, qualification of the Bidder/ Subsidiary Company is considered on the credentials of another Subsidiary/ Group Company under the same apex 'Parent Company' and due to any reason whatsoever, 'Parent Company' or any other group company wants to divest its investment in the direct or indirect subsidiary(ies) as a result of which any of these companies may not remain subsidiary(ies) of the 'Parent Company' then the 'parent Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Applicant subsidiary Company.

- 3(e) However, where the Bidder disputes the occurrence of a breach under the Contract and if such dispute is referred to Settlement of Disputes under General Conditions for the Contract Clause 6.0, the Contractor is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Contractor does not carry on the work satisfactorily, the Employer by notice to the Parent/Holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
- 4. It is agreed that the obligations undertaken by the Parent/Holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Contractor pending before any court, tribunal, arbitration or any other authority or forum.
- 5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the date of expiry of the Defects Liability Period by the Employer pursuant to the Conditions for the Contract.
- 6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Contractor to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Contractor by operation of any law or insolvency/ bankruptcy / winding up/dissolution of the Contractor.
- 7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Contractor and to extend time for performance thereunder by the Contractor or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Contractor and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Contractor and the Parent/Holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Contractor or any other act

of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/ Holding Company from its obligations and liabilities hereunder.

8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Contractor from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/ Particular / Special Conditions of Contract. The venue of arbitration shall be New Delhi, India and the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996. The courts of Faridabad/Chandigarh shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO
ON THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT
FARIDABAD.

For and on behalf of the Employer For and on behalf of the Parent/ Holding Company
Employer
(through authorized (through duly authorized representative)
representative)

Witnesses:

- 1
- 2.

Witnesses:

25. FORM OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be executed on Non Judicial stamp paper of appropriate value)

This Joint Venture/Consortium Agreement made and entered into on this ----- day of --
-----, -----.

BY AND BETWEEN

-----**(Name of the Lead Partner)** a Company incorporated under the laws of ----
----- **(Name of the Country)** with its Head/registered office at -----
(Address of the Head/Registered Office)* and a place of business in -----
----- **(Address of place of business)** hereinafter referred to as “**The Lead Partner**” which
expression unless otherwise repugnant hereto includes its successors, administrators, and
permitted assigns thereof, represented by Mr. ----- **(Name of Authorized
signatory(ies))**.

AND

-----**(Name of the other Partner)**a Company incorporated under the laws of ----
----- **(Name of the Country)** with its Head/registered office at -----
(Address of the Head/Registered Office)* and a place of business in -----
----- **(Address of place of business)** hereinafter referred to as **Partner-1** which expression
unless otherwise repugnant hereto includes its successors, administrators, and permitted
assigns thereof, represented by Mr. ----- **(Name of Authorized signatory
(ies))**.

AND

-----**(Name of the other Partner)**a Company incorporated under the laws of ----
----- **(Name of the Country)** with its Head/registered office at -----
(Address of the Head/Registered Office)* and a place of business in -----
----- **(Address of place of business)** hereinafter referred to as **Partner-2** which expression
unless otherwise repugnant hereto includes its successors, administrators, and permitted
assigns thereof, represented by Mr. ----- **(Name of Authorized signatory
(ies))**.

All and/or each of them hereinafter referred to as “the Parties”.

WITNESSETH

WHEREAS NHPC LIMITED (hereinafter referred to as “The NHPC REL”) has issued a
Domestic Invitation vide NIT No. ----- dated -----

for the execution of “**Selection of Roof Top Developer for Setting up Grid Connected Solar
Roof Top Plants at Various locations on government buildings in the state of Sikkim on
RESCO Mode through Tariff-Based Competitive Bidding**”. The NHPC REL intends to invite
bids from eligible Bidders for Domestic Competitive Bidding (DCB) in respect of the above works.

WHEREAS the Parties are interested in jointly preparing and submitting a Bid to qualify, for the Project as a loose knit Joint venture/Consortium.

Article 1.0 PURPOSE OF THIS AGREEMENT

1.1 The purpose of this Agreement is to define the principles of collaboration among the Parties to:

** Strike out which is not applicable.*

- Submit a Bid jointly to qualify for the execution of **“Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive Bidding”** as a loose-knit Joint venture/Consortium.
- Prepare and submit technical and commercial proposals to the NHPC REL, if invited by NHPC REL.
- Negotiate and sign Contract in case of award.
- Provide and perform the Works in accordance with the Contract.

1.2 NAME

For the purpose of participating in the Bid, the name of the Consortium/Joint Venture shall be “_____”.

Article 2.0 LEGAL RELATIONSHIP OF THE MEMBERS

- 2.1** This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the NHPC REL for **“Selection of Roof Top Developer for Setting up Grid Connected Solar Roof Top Plants at Various locations on government buildings in the state of Sikkim on RESCO Mode through Tariff-Based Competitive”** and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- 2.2** The Parties shall be jointly and severally responsible and bound towards the NHPC REL for the performance of the works in accordance with the terms and conditions of the Bid document and/or Contract.

Article 3.0 LEADERSHIP

----- **(Name of the Lead Partner)** shall act as Leader of the Joint Venture/Consortium. As such, it shall act as the coordinator of the Party’s combined activities and shall carry out the following functions:

- 3.1 To ensure the technical, commercial and administrative co-ordination of the Project.
- 3.2 To lead the contract negotiations of the Works with the NHPC REL.
- 3.3 The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of any or all Parties.
- 3.4 In case of an award, act as channel of communication between the NHPC REL and the Parties to execute the Contract
- 3.5 Responsible for overall performance of the contract.

Article 4.0 SCOPE OF WORKS AND SERVICES OF EACH PARTY

The Scope of works to be performed by each Party shall be as herein below:

4.1 Scope of Works and Services:

The Scope of Work and services for each Party shall be defined as follows:

4.1.1 (**Name of Lead Partner**) shall be responsible for the following (Define the scope of works):-

-
-
-

4.1.2 (**Name of Partner-1**) shall be responsible for the following (Define the scope of works):-

-
-
-

4.1.3 (**Name of Partner-2**) shall be responsible for the following (Define the scope of works):-

-
-
-

Each partner of the Joint Venture/Consortium shall be responsible for execution of that item of work for which they claims to have specific construction experience.

4.2 Participation Share of each Partner

Lead Partner %
Partner-1 %
Partner-2 %

4.3 Capital Contribution to be made by each Party for the Works

Lead Partner %
Partner-1 %
Partner- 2%

4.4 Financial Commitment of each Party in terms of Contract Value

Lead Partner %
Partner-1 %
Partner-2%

4.5 Sharing of Profit and Loss by each Party

Lead Partner %
Partner-1 %
Partner-2%

The payments shall be made in the name of _____ (Name of Joint Venture/ Consortium as appearing in Article 1.2 above).

OR

The payments shall be made in the name of each Party proportionate to the financial commitment of each Party as defined under Article 4.4 above.

(Strike out whichever is not applicable)

Article 5.0 SECURITIES

Securities in the form of Bank Guarantees, required under the Bid document and/or Contract shall be provided in the name of individual partner of Joint Venture/Consortium in proportion of its participation share. In case of foreign JV partner or foreign contractor, the Bank Guarantee shall be acceptable only if these are issued by Bank of International repute situated in home country of foreign JV partner/ contractor to be confirmed by an authorized Bank in India, as per guidelines of RBI.

Article 6.0 LIABILITY

6.1 LIABILITY OF THE PARTIES WITH RESPECT TO CLAIMS OF THE NHPC REL

The Parties shall be jointly and severally liable to the NHPC REL for the Performance of the work under the terms of the Contract.

6.2 In case there is dispute between the parties to the Joint Venture; the same shall not affect the work of the NHPC REL.

Article 7.0 DURATION OF THE AGREEMENT

7.1 This Agreement is valid until end of Defect Notification Period of the Contract and full and final settlement of all accounts and disputes, if any, between the Parties and the NHPC REL, except

- a) if the NHPC REL has decided previously not to award the Contract to the Parties, or
- b) if one of the parties is declared bankrupt,

in which case the Parties are free from any obligation under this Agreement.

7.2 The Joint Venture Agreement shall not be terminated or modified by the parties without the written consent of the NHPC REL.

IN WITNESS WHEREOF, this agreement executed on the _____ day of _____
(month) 20____ by the duly authorized representatives of the parties hereto.

For and on behalf of M/s _____
(Lead Partner)

Name:

Seal:

For and on behalf of M/s _____
(Partner-1)

Name:

Seal:

For and on behalf of M/s _____
(Partner-2)

Name:

Seal:

NOTARY

* Joint Venture/Consortium Agreement (attested by Notary Public) and signed between the Partner(s) of JV/C as per above format shall be submitted alongwith the Bids of the Bidders.

FORM – 26

PARENT/ HOLDING COMPANY AGREEMENT (In case of Joint Venture/Consortium)

THIS AGREEMENT IS MADE on this the..... th day of between the NHPC Limited, a company incorporated under the laws of India and having its Principal Office at Sector 33, Faridabad, Haryana, India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and(name of Parent/Holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/Holding Company" of the Joint Venture Partner M/swhich expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/Holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the scope of works of M/s(name of Subsidiary Company) being awarded to Joint Venture of M/s..... (name of Joint Venture) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 3% of the Contract Price to the portion of work of M/s of Joint Venture, the Employer has entered into a Contract with the Joint Venture comprising M/s and M/son(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the subject or context or meaning thereof include their successors, administrators, executors and permitted assigns) for the execution of (name of work package) for H.E. Project in the State of, India (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/Holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to its Subsidiary M/s and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Contractor for the execution of the Work described therein of the Solar Project in the State of in India.
- 3.(a) The Parent/Holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by M/s (name of Subsidiary Company) under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to M/s (name of Subsidiary Company) for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/Holding Company.

3. (b) In the event of breach and/ or failure on the part of M/s (name of Subsidiary Company) to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/Holding Company and the Parent/Holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Contractor under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).
- 3(c) The Parent/Holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Parent/Holding Company and the Parent/Holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Contractor for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/Holding Company was the Contractor for successful completion of the works.

In the event, qualification of the Bidder/ Subsidiary Company is considered on the credentials of another Subsidiary/ Group Company under the same apex 'Parent Company' and due to any reason whatsoever, 'Parent Company' or any other group company wants to divest its investment in the direct or indirect subsidiary(ies) as a result of which any of these companies may not remain subsidiary(ies) of the 'Parent Company' then the 'parent Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Applicant subsidiary Company.

- 3(e) However, where the Contractor disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of of General Conditions for the Contract, the Contractor is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Contractor does not carry on the work satisfactorily, the Employer by notice to the Parent/Holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/Holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Contractor pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the date of expiry of the Defects Liability Period by the Employer pursuant to the Conditions for the Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Contractor to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Contractor by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Contractor.
7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Contractor and to extend time for performance thereunder by the Contractor or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Contractor and either to enforce or forebear from enforcing any of the

terms and conditions of the Contract and/or the securities available to the Employer from the Contractor and the Parent/Holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Contractor or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/Holding Company from its obligations and liabilities hereunder.

8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Contractor from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular/Special Conditions of Contract. The venue of arbitration shall be New Delhi, India and the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendments, if any. The courts of Faridabad/Chandigarh shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON
THE..... DAY MONTH ANDYEAR FIRST ABOVE WRITTEN AT
FARIDABAD.

For and on behalf of the Employer
(through authorized representative)

For and on behalf of the Parent/ Holding
Company
(through duly authorized representative)

Witnesses:

1

2.

Witnesses: