



VIVEKANAND EDUCATION SOCIETY

Information Memorandum

For

**Design, Engineering, Erection, Operation &
Maintenance of Grid Connected Roof-Top Solar Power
Plant of approximately 400 Kwh (Phase 1) and 210
Kwh (Phase 2) under a 15 year Power Purchase
Agreement (PPA), at VES institutions**

Issued by

VIVEKANAND EDUCATION SOCIETY

Sindhi Society, Chembur, Mumbai 400 071

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Glossary

Abbreviations and Acronyms	Description
AMC	Annual Maintenance Contract
BEC	Bid Evaluation Committee
BOM	Bill Of Material
CA	Contract Agreement
EMD	Earnest Money Deposit
FMS	Facilities Management Service Provider
IA	Implementation Agency
ISO	International Organization of Standardization
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
RFP	Request For Proposal

E-Tender Notice

VIVEKANAND EDUCATION SOCIETY

No. 001 Dated 30.03.2022

Vivekanand Education Society (VES) invites Bids for above mentioned work. The Information Memorandum copy can be downloaded from VES portal (<http://ves.ac.in>) under “Tenders” section.

All interested vendors, whether already registered or not registered in VES, are mandated to get registered with VES for Tendering process and obtain Login Credentials to participate in the Online bidding process. The details of the same are available on the above mentioned portal under 'Tenders'.

The vendors can get digital signature from any one of the certifying Authorities (CA's) licensed by the Controller of Certifying Authorities namely Safe srypt, IDRBT, National Informatics Centre, TCS, Customs, MTNL GNFC and e-Mudhra.

The technical and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. No.	Description	EMD	Start date & Time for online Bid Downloading	End date & Time foronline Bid Submission
1	Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions Bid no.: <u>BN001</u>	INR Five Lakhs/-	30.03.2022 at 12:00 hrs	07.04.2022 at 16:00 hrs

Note: Last date for online payment of Earnest money Deposit (EMD) is on or before due date & time prescribed.

The prospective tenderer(s) should submit their suggestions/observations, if any, in writing / email till 01/04/2022 16:00 hrs. Only suggestions / observations received in writing/email will be discussed and clarified by email and any modification of the tendering documents, which may become necessary as a result of such replies, shall be made by VES exclusively through the issue of an addendum/corrigendum. The Information Memorandum uploaded shall be read along with any modification.

The Authority (VES) shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

VES reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage.

Tenderers shall note that any corrigendum issued regarding this Information Memorandum (IM) will be published on the VES portal only.

Secretary,

Vivekanand Education Society

For detailed bid document please scroll down

2. Invitation of Bid

VES invites Tender for “Power Purchase Agreement (PPA) For Installation, Power Purchase Agreement (PPA) For Installation, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of 400 Kw (Phase 1) and 210 Kw (Phase 2) at VES Institutions” as per the terms and conditions attached with this document.

Note: Bidder/ Agencies are advised to study this Information Memorandum (IM) document carefully before submitting their proposals in response to the Bid Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Project Objective

The purpose of this document is to finalize, Power Purchase Agreement (PPA) For Installation, Power Purchase Agreement (PPA) For Installation, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of 400 Kw (Phase 1) and 210 Kw (Phase 2) at VES Institutions mentioned below:

Sr. No.	Name of the Institute	Approx. Usable Area (Sq. Mtr.)	Plant Capacity expected (in kWp)	Phase
1	VES Institute of Technology, HAMC, Collectors Colony, Chembur, Mumbai -74.	2190	220	I
2	VES College Of Pharmacy, HAMC, Collectors Colony, Chembur, Mumbai -74.	556	48	I
3	VES Swami Vivekanand Vidyalaya & Kanishtha Mahavidyalaya, Kurla East, Mumbai-24	1500	130	I
3	VES College of Arts, Science And Commerce, Sindhi Society, Chembur, Mumbai- 71.	2200	210	II
4	VES Polytechnic, Sindhi Society, Chembur, Mumbai- 71.			II

The bidder has to propose the list of hardware as per project requirement of VES. Also bidder to ensure the location should not be isolated at any point of time.

Information Memorandum Notice

1. This Information Memorandum is being published by VES.
2. Bidder agencies are advised to study this document carefully before submitting their bids in response to the Bid Notice. Submission of a bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
3. The complete document has been published on <https://ves.ac.in> for the purpose of downloading. It is valid for participation in the electronic bidding process subject to the submission of required bidding document fee and EMD.
4. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class - III).

5. Bidder (Authorized Signatory) shall submit their offer online in electronic formats of technical and financial proposal.

6. For technical queries related to Email: etender.ves@ves.ac.in

3. Pre-Qualification Criteria

The qualification criteria shall be met by the bidder.

Sr. No	Qualification Criteria	Documentary Evidence	Document produced by Bidder
1.	The bidder should be a company registered under Indian Companies Act, 1956 and 2013, or, a Partnership Firm registered under Indian Partnership Act, 1932, or, a Proprietorship firm, or, Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder/ certified deed of partnership	Bidder
2.	The Bidder must have established high quality, environment management system, and information security standards in place and must have ISO 9001, ISO 14001 and ISO 27001 certifications for the solar photovoltaic modules and inverters.	Copy of the Valid Certificate(s) signed and stamped by the Authorized Signatory of the Bidder.	Bidder
3.	The Bidder should have an average annual turnover of at least INR 10 crores over the last three financial years (i.e. 2018-19, 2019-20, 2020-21)	Certificate from Chartered Accountant clearly stating average turnover from Business. As per Form 2 and form 5	Bidder
4.	The Bidder should have positive net worth for last three audited financial year as on 31st March 2021.	Certificate from the Chartered Accountant clearly stating the net worth.	Bidder
5.	The Bidder should have executed or currently executing project/s for 3 financial year (i.e. 2018-19, 2019-20, 2020-21) in India 1. At least one project having power generation capacity of 1MW, or, 2. At least two projects having power generation capacity of 0.6MW each, or, 3. At least three projects having power generation capacity of 0.5MW each.	Copy of Work Order & Work Completion certificate of the project from respective client clearly stating the scope, current status and the contact details of the authority. Only completed project will be considered.	Bidder
6.	The Bidder should have executed or currently executing project/s for 3 financial year (i.e. 2018-19, 2019-20, 2020-21) in India 1. At least one project with a value of Rs 4.5 Crores, or, 2. At least two projects with a value of Rs 2.7 Crores each, OR, At least three projects with a value of Rs 2.25 Crore each.	Copy of Work Order & Work Completion certificate of the project from respective client clearly stating the scope, current status and the contact details of the authority. Only completed project will be considered	Bidder
7.	The Bidder shall demonstrate that the above plants have generated solar power at efficiency levels of not less than 97% of installed capacity. Consistently in past 3 years.	Monthly solar Power generation reports duly certified by the client.	Bidder

8.	The Bidder should have or shall be ready to set up a project office in Mumbai Metropolitan Region (MMR).	Rental Agreement/ Utility Bill in the name of the company/Sale Deed, OR, Declaration that the office will be set-up within a period of 30 days from the date of issuance of Letter of Award.	Bidder
9.	Bidder should have provided the proof that the OEM has successfully installed 1GW of solar panels in India in past 10 years.	Letter from OEM giving details of installations of its panels.	Bidder
10.	The Bidder should have valid documentary proof of GST registration number and PAN Card.	Copy of GST registration number and PAN card	Bidder
11.	The Bidder should not have been blacklisted by any Central/State Government Organization or Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document	Bidder

4. Instructions to Bidder

Section 4.1 Bid Data Sheet

0	Information	Details
A. Introduction		
1.	Project Name	Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions
2.	Bid Submission Due Date	30.03.2022 from 12:00 hrs. to 07.04.2022 up to 16:00 hrs.
3.	EarnestMoneyDeposit(EMD)	INR Rs 5 lakh rupees. To be released after 6 months of successful commissioning
4.	EMD Submission Due Date & Time	07.04.2022 up to 16:00 hrs.
5.	Addressee and Address for the EMD to be submitted	Vivekanand Education Society. Sindhi Society, Chembur, Mumbai-400 071
6.	Performance Bank Guarantee	5% of Bidders contribution in the project. This will be Released after 6 months of successful commissioning and sustained power generation.
B. Preparation of Bids		
7.	Language of Bid	English
8.	Bid Validity Period	30 Calendar Days from the Date of Opening of Bid
9.	Performance Security Validity Period	Valid up to 6 months of successful commissioning and sustained power generation.
C. Bid Presentation		
10.	Last date for submission of written queries for clarifications	1.04.2022 upto 16:00 hrs
11.	Query Submission	To be submitted via e-mail only
12.	Contact Person for clarification of Queries	Vikrant Joshi
13.	Contact Information	E-mail: ves.solarplant@ves.ac.in
14.	Last date (deadline) for receipt of proposals in response to Bid Document notice	07.04.2022
D. Evaluation of Bids and Awarding of Contract		
16.	Signing of Contract Agreement with VES	Within 7 days after the declaration of results

Purpose of Information Memorandum

VES reserves the right to reject all or any of the e-Tender(s) without assigning any reason at any stage. The dates and time for submission and opening the tenders are as mentioned in Section 4.1. If there are any changes in the dates the same will be displayed on the VES Portal (<https://ves.ac.in>).

Bid Preparation Cost

1. The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by VES to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. VES will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. This bid does not commit VES to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of VES and may be returned at its sole discretion.

Amendment of Bid Document

1. At any time before the deadline for submission of bids, VES, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by an amendment. All the amendments made in the document would be informed to all the participating bidders through email.

2. The bidders are advised to visit the VES website (<https://ves.ac.in>) on regular basis for checking necessary updates. VES also reserves the rights to amend the dates mentioned in this bid for bid process. It will be assumed that the amendments have been taken into account by the Bidder in its bid.

3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, VES may, at its discretion, extend the last date for the receipt of Bids.

Rights to Terminate the Process

1. VES may terminate the bid process at any time and without assigning any reason. VES makes no commitments, express or implied, that this process will result in a business transaction with anyone.

2. This bid document does not constitute an offer by VES. The Bidder's participation in this process may result in VES selecting the Bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by VES to execute a contract or to continue negotiations. VES may terminate negotiations at any time without assigning any reason.

Earnest Money Deposit (EMD) and Refund

1. Bidders shall pay, along with their Bids, EMD amount as mentioned in Section 4.1, and it shall be paid online.

Bank Details:

Payable at: Vivekanand Education Society

Name of the Bank: INDUSIND BANK

Account No: 100122111117

IFSC Code: INDB0000053

Branch: Chembur

2. The bidders shall pay the EMD through online only and should not be paying the EMD in person or physically.

3. In case a bid is submitted without the EMD as mentioned above then VES reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.

4. The EMD shall be denominated in Indian Rupees only. No interest shall be paid by VES towards the deposited EMD.

5. EMD of the successful bidder will be discharged at the end of 6 months of successful commissioning of the plants. EMD of other bidders shall be refunded immediately after issue of Letter of Acceptance to the successful bidder. In case the successful bidder becomes non-responsive or successful bidder withdraws the bid or is unwilling to extend the bid validity period, in such circumstances, if other bidder is agreeable to extend the bid validity period, VES will process further as per normal procedure.

6. The EMD may be forfeited in any of the following cases:

i. If a Bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any

ii. In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in this bid document

iii. During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization

iv. During the bid process, if any information is found wrong / manipulated / hidden in the bid.

7. The decision of VES regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.

Submissions of Bids

1. Complete bidding process will be online. All the notification and details regarding terms and conditions related to this bid notice hereafter will be published online on web site <https://ves.ac.in>.

2. Bidding documents can be seen, downloaded and submitted in electronic format on the VES website. The deadline for submission of bid is specified in section 4.1 of this document.

3. Technical bids will be opened as per the details found in section 4.1 of this document.

4. Bidder may be requested to submit original documents for verification during evaluation of technical bids as and when required.
5. Time and date of opening of financial bid will be informed by email to technically qualified bidders.
6. An authorized representative of the Bidder should have valid class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authority. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.
7. VES reserves the right to accept or reject any or all the Bids without assigning any reason. Moreover, if no intimation is provided by VES then the documents submitted cannot be deemed as accepted.

Language of Bids

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

Bid Submission Format

1. The entire bid shall strictly be as per the format specified in this bid.

Documents Comprising of Bids

1. Following table is provided as the guideline for submitting various important documents along with the bid.

Table No. 4.1 Documents Comprising of Bids

#	Type of Envelope	Documents to be submitted
01	Pre-Qualification Folder (Packet A)	<ul style="list-style-type: none"> ✓ Cover Letter ✓ Board Resolution authorizing the Bidder to sign/ execute the bid as a binding document and also execute all relevant agreements forming part of bid or Power of Attorney (form 3) executed by the Bidder in favour of the VES or the duly Authorized Representative, certifying him/her as an authorized signatory for the purpose of this bid ✓ Bidder's Particulars as per specified format ✓ All the documentary evidence required as per pre-qualification criteria mentioned in section 3 (Pre-Qualification Criteria) of this bid ✓ Certified copy of Memorandum of Association/ Article of Association ✓ Company Registration Certificate
02	Technical Bid Folder (Packet B)	<ul style="list-style-type: none"> ✓ Letter from OEM giving details of Installations of its panels. ✓ OEM declaration by Authorized Signatory to certify that the products offered will not have end of life for the next 25 years or end of sale products ✓ Compliance sheet of all hardware proposed in the bid along with Data sheet (clear highlighting the compliance in datasheet) ✓ Technical Bill of Material with make and model of hardware (to be provided by the Bidder without commercial)
03	Commercial Bid Cover Letter	<ul style="list-style-type: none"> ✓ To be submitted online

2. Bidders shall furnish the required information on their Pre-Qualification, technical and financial bids in enclosed formats only. Any deviations in format may make the bid liable for rejection. Disclosure of Commercial information of the bid in Pre-Qualification or Technical Envelope shall be sufficient grounds for rejection of the bid.

3. The bidders shall categorically provide their Email-ID in packet 'A'.

Withdrawal of Bids

1. A Bidder wishing to withdraw its bid shall notify to VES by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids. The notice of withdrawal shall

a. be addressed to VES at the address named in the Bid Data Sheet, and

b. Bear the Contract name, the <Title> and < Bid No.>, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a valid submitted bid.

2. No bid should be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the Bid Data Sheet. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

Evaluation Process

1. The evaluation process of the bid proposed to be adopted by VES is indicated in this section. The purpose of this section is to provide the Bidder an idea of the evaluation process that VES may adopt.

2. VES will appoint a Bid Evaluation Committee (BEC) to scrutinize and evaluate the technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, responsive and whether the bid format conforms to the bid requirements. VES may waive any informality or non-conformity in a bid which does not constitute a material deviation according to VES.

3. The bid prices should not be mention in any part of the bid other than the Commercial Bid.

4. Any attempt by a bidder to influence the bid evaluation process may result in the rejection of Bid.

5. Evaluation of Technical Bids

1. The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause, by the Bid Evaluation Committee (BEC) appointed by VES.

2. The BEC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in VES's interest).

Opening of Technical Bid

1. VES shall open the Technical Bids, in the presence of Bidders' designated representatives at the address, and at the date and time specified in Section 4.1.
2. Only bids that are opened and read out at the bid opening and whose EMD has been paid online through the Online EMD Application shall be considered further.
3. All the bids shall be opened one at a time, reading out the name of the Bidder, the presence of an EMD, and any other details as VES may consider appropriate.
4. VES shall prepare a record of the bid opening that shall include, at a minimum: the name of the Bidder and the presence or absence of EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
5. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the format specified in the bid document.
6. Once the bids are opened each bid will be checked for pre-qualification criteria.

Selection Method

- A. Solar Power rate quoted for 15 years. The total payout for the solar power generation capacity (in KWh), by VES, for 15 years will be calculated. The Net Present Value (NPV) will be calculated at discount rate of 11% per annum. This number will be in Rs.Crs.
- B. Capital cost to be invested by VES. This number will be in Rs. Crs.

A total of (A) + (B) will be calculated and L1 Bidder shall be declared.

Rights to Accept/Reject any or all Bids

Notwithstanding anything contained in this document, VES reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

VES reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a misrepresentation is made or uncovered, or,
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including the concession thereby granted by VES, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made any misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder either by issue of the LOA (Letter of Approval) or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this document, be liable to be terminated, by a communication in writing by VES to the Bidder, without Bidder being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which VES may have under this Documents or under applicable law. VES reserves the right to verify all statements, information and documents submitted by the Bidder in response to this bid. Any such verification or

lack of such verification by VES shall not relieve Bidder of its obligations or liabilities hereunder nor will it affect any rights of VES there under.

The bid shall be rejected if the bidder:

- a. Stipulates the validity period less than 60 days.
- b. Stipulates own condition/conditions.
- c. Does not fill and (digital) sign undertaking forms, which are incorporated, in the document.

Clarification

Bidder requiring any clarification on the tender may notify VES in writing or e-mail. They should send in their queries before the date specified in Section 4.1. VES shall endeavor to respond to the queries within the period specified therein. The responses will be sent by e-mail. VES will forward all the queries and its responses thereto, to all bidders.

VES shall endeavor to respond to the questions raised or clarifications sought by the Bidder. However, the VES reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the VES to respond to any question or to provide any clarification, but not later than the date provided in Section 4.1.

VES may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidder. All clarifications and interpretations issued by VES shall be deemed to be part of the tender. Verbal clarifications and information given by VES or its employees or representatives shall not in any way or manner be binding on the VES.

Amendment of Bid Document

At any time prior to the deadline for submission of Application, VES may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the tender by the issuance of Addendum.

Any Addendum thus issued will be sent in writing Email to all bidders.

In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, VES may, in its sole discretion, extend the Submission Due Date.

Notifications of awards and Signing of Contract

1. Prior to the expiration of the period of bid validity, the Bidder will be notified in writing by email that their bid has been accepted.
2. At the time VES notifies the successful Bidder that its bid has been accepted, VES will send the Bidders the proforma for Contract, incorporating all clauses/agreements between the parties. The successful Bidder shall sign and date the Contract and return it to VES. Draft Format of the contract has been included in this document.

Performance Bank Guarantee

1. The Bidder shall at his own expense, deposit with VES, section 4.1 of within thirty (30) working days of the notification of award of the contract an unconditional and irrevocable Performance Bank Guarantee (PBG) from the list of approved banks (specified in the bid document) as per the format given in this bid, payable on demand, for the due performance and fulfilment of the contract by the Bidder.
2. This Performance Bank Guarantee will be for an amount equivalent to 5% of Bidders contribution in

the project. This will be released after 6 months of successful commissioning and sustained power generation. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.

3. Details on validity of the performance bank guarantee are specified under this document. The Performance Bank Guarantee format can be found in this document.
4. The Performance Bank Guarantee may be discharged/ returned by VES upon being satisfied that there has been due performance of the obligations of the Bidder under the contract.
5. In the event of the Bidder being unable to service the contract for whatever reason, VES would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of VES under the Contract in the matter, the proceeds of the PBG shall be payable to VES as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. VES shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
6. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.
7. VES shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to the Bidder, the equivalent value of any payment made to the Bidder due to inadvertence, error, collusion, misconstruction or misstatement.

Failure to agree with the Terms and Conditions of the Bid/Contract

Failure of the Bidder to agree with the Terms and Conditions of the bid/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive Bidder, at the rates of the selected bidder.

In such a case, VES shall invoke the PBG of the most responsive Bidder.

Terms and Conditions of the Bid

1. Bidder is required to refer to the draft Contract Agreement, provided in this bid, for all the terms and conditions (including project timelines) to be adhered by the successful Bidder during Project Implementation and Post implementation period. Please note that one needs to read the Contract Agreement as a whole document.

Stamp Duty

1. The stamp duty payable for the contract shall be borne by the Implementation Agency IN WITNESS whereof the parties hereto have signed this on the day, month and year written as part of the agreement.

2. As per the provision made in Article 63, Schedule I of Bombay Stamp Act 1958, stamp duty is payable for "works contract" that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its execution and includes a sub-contract, as under

(a)	Where the amount or value set forth in such contract does not exceed rupees ten lakh.	Five Hundred rupees stamp duty
(b)	Where it exceeds rupees ten lakhs	Five hundred rupees plus 0.1% of the amount Above rupees ten lakh subject to the maximum of rupees twenty-five lakh stamp duty.
(c)	Stamp Duty on BG	0.5% for the amount secured by BG subject to maximum of Rupees Ten lakh.

3. The successful Bidder shall enter into a contract agreement with VES within 30 days from the date of issue of Work Order and the same should be adjudicated for payment of Stamp Duty by the successful

Bidder.

4. Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Mumbai City and Mumbai Suburban District be recovered from the successful bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favour of “Superintendent of Stamp, Mumbai” within 15 days from intimation thereof.

5. All legal charges and incidental expenses in this respect shall be borne and paid by the successful Bidder.

Scope of Work

Project Objective

The VES wishes to engage an agency (hereafter referred to as “Service Provider”, “Selected Agency”, “Vendor”, and “Bidder”) for “Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions”.

Project Management Plan

The success of the project depends on the proper project planning and management. At the onset, the Service Provider shall survey VES location and plan the project implementation in great details and should provide a micro level view of the tasks and activities required to be undertaken in consultation with VES. Initial list of planning related tasks and procedures (along with corresponding documentation) that the Service Provider should be submitted at the onset is as follows:

- **Project Schedule:** A detailed timeline indicating various activities to be performed along with completion dates and resources required for the same.
- **Transition Plan:** Bidder to provide the detailed approach & plan for replacement of the hardware.
- **Communication Plan:** Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
- **Progress Monitoring Plan:** Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The bidder has to take the approval of the report format before start of the project.
- **Standard Operating Procedures:** Detailed procedures for installation, commissioning.
- **Risk Mitigation Plan:** List of all possible risks and methods/procedure to mitigate them.
- **Escalation Matrix & Incident Management:** A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems. This has to be via an Incident Management system
- The bidder shall be responsible for documenting configuration of all devices so as to enable quick recovery in case of failure of devices.
- The selected bidder shall document all the installation and commissioning procedures and provide the same to VES within 15 days of the commissioning.

Support & Annual Maintenance Contract (AMC)

All the hardware products should carry a minimum warranty of 10 years and for solar panels of 25 years.

The AMC shall be:

- On-site, comprehensive, back-to-back from Bidder for all hardware from the end of PPA Contract period i.e. 15 years till life of the plant i.e. 25 years.
- Replacement of failed hardware within 1 week from the time call is logged for critical location. There should be standby/temporary arrangement system provision against failure of equipment.
- Comprehensive on-site support from bidder for operational issues as and when arises.

- Any other hardware required to complete the solution / achieve functionality to be provided by the bidder, without any additional cost

Annexure I: Instructions for Pre-Qualification Bid

Pre-Qualification Cover Letter

Date: dd/mm/yyyy

To

Vivekanand Education Society
Sindhi Society,
Chembur, Mumbai - 400071

Sub: Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions.

Dear Sir,

Having examined the Information Memorandum (IM) (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the IM for the Appointment of Implementation Agency for Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions.

We attach hereto our responses to pre-qualification requirements and technical & proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to VES is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection processor termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 30 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/we are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone :

E-mail address :

Check-list for the documents to be submitted

Pre-Qualification (Packet A)

Note: A table of content as mentioned in Table No.: 4.1

Technical Proposal (Packet B)

Note: A table of content as mentioned in Table No.: 4.1

BIDDER'S GENERAL INFORMATION (To be submitted on the Letter Head of the Bidding Company)

Sr. No.	Description	Remarks
1	Name of the Bidder	
2	Mailing Address of Registered Office	
3	Mailing Address of Operational Office	
4	E-mail	
5	Web site	
6	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., Email address / Fax No. to whom all references shall be made	
7	Year of Incorporation	
8	Number of Years in Operation	
9	ISO Certification Yes/No	
10	Name of the Banker	
11	Branch Details of Bank	
12	Type of Account with Account Number	
13	IFSC Code	
14	Permanent Account Number (PAN) of the Bidder	<i>(Copy of PAN Card to be enclosed)</i>
15	Whether the Vendor is registered/ Likely to be registered under GST	Yes or No : If Yes, then customer will be treated as registered customer & he will have to provide further details as stated on the below left hand side
16	GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
17	GSTN Address	
18	PF Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
19	ESI Registration Number with Details	<i>(Copy of Registration to be enclosed)</i>
20	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No <i>(If answer is YES, please providedetails)</i>
21	Reference of any document information attached by the Bidder other than specified in the tender.	
22	Bidding company is listed in India	Yes/No

(Signature of Authorized Signatory)
With Stamp

Format for Declaration by the Bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the responding firm)

(On Stamp Paper of Rs 500)

(Duly Notarized)

DECLARATION CUM-INDEMNITY BOND

Date: dd/mm/yyyy

I, _____ of _____,
do hereby declared and undertake as under.

1) I declared that I _____ in capacity as Manager / Director / Partners / Proprietors of _____ has not been charged with any prohibitory and /or penal action such as demotion, suspension, black listing / de-registration or any other action under the law by any Government and / or Semi Government and/ or Government Undertaking.

2)I declared that, I have perused and examined the tender document including addendum, condition of contract, specification, drawings, bill of quantity etc. forming part of tender and accordingly, I submit my offer to execute the work as per tender documents at the rates quoted by me in capacity as _____ of _____.

3)I further declared that if, I am allotted the work and I failed to carry out the allotted work in accordance with the terms and conditions and within the time prescribed and specified, VES is entitled to carry out the work allotted to me by any other means at my risk and cost, at any stage of the contract.

4)I also declared that I will not claim any charge / damages / compensation for non-availability of site for the contract work at any time.

5)I Indemnify VES for any Damages, Loss, or Injury, any legal suit, proceeding or legal action whatsoever that may be caused at any time by me or any other staff of _____ company, for the work undertaken and all such damage, damages, injury or loss, legal suit, legal action, I shall be solely responsible in individual as well as official capacity and such loss, damages, injury shall be made good and/ or as the case may be shall be paid immediately by me / Company to the satisfaction of the VES.

Dated _____ day of _____, 20 _____

Identified by me

Before me

Advocate

Performance Bank Guarantee Format

(For a sum of 5% of Bidders contribution in the project.) (With Stamp duty of 0.5 % on the total amount)

Ref. No.:

Date:

Bank Guarantee No.:

To

<Insert complete postal address>

THIS INDENTURE made this ----- day of -----20---- BETWEEN THE -----
-BANK incorporated under the English / Indian Companies Acts and carrying on business in Mumbai
(hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and
assigns) of the first part .. Inhabitants carrying on business at .. in Mumbai under the style and name of
Messer.. (hereinafter referred to as 'the contractors'), and, of the second part Secretary, VIVEKANAND
EDUCATION SOCIETY (hereinafter referred to as 'VES' which expression shall be deemed, also to
include his successor or successors for the time being in the said office of VES) WHEREAS the
contractors indemnify and keep indemnified the VES against any loss or damage that may be caused to
or suffered by the VES by reason of any breach by the contractors of any of the terms and conditions of
the contract that will be entered subsequently (within 15 days) and/or in the performance thereof
against Letter of Award number----- dated-----for Design, Engineering,
Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately
400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES
institutions, having Bid no.award amount Rs.and the terms of such tender / contract require that the
contractors shall deposit with the VES as performance security a sum of Rs.----- (Rupees)

AND

WHEREAS if and when any such tender is accepted by the VES, the contract to be entered into in
furtherance thereof by the contractors will provide that such deposit shall remain with and will be
appropriated by the VES towards the Performance Security to be taken under the contract and be
redeemable by the contractors, if they shall duly and faithfully carry out the terms and provisions of
such contract and shall duly satisfy all claims properly chargeable against them thereunder AND
WHEREAS the contractors are constituents of the Bank and in order to facilitate the keeping of the
accounts of the contractors, the Bank with the consent and concurrence of the contractors has requested
the VES to accept the undertaking of the Bank hereinafter contained, in place of the contractors
depositing with the VES the said sum as earnest money and/or the security as aforesaid

AND

WHEREAS accordingly the VES has agreed to accept such undertaking.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the contractors (hereby testified) UNDERTAKES WITH the VES to pay to the VES upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs. _____ under the terms of the said tender and/or the contract. The B.G. is valid _____. We agree that the decision of the VES, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the VES shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the VES. Notwithstanding anything what has been state above, our liability under the above guarantee is restricted to Rs. _____ and guarantee shall remain in force 6 months from date of commissioning unless the demand or claim under this guarantee is made on us in writing on or before----- all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter.

IN WITNESS WHEREOF

WITNESS (1)

Name and _____ Address.

WITNESS (2)

Name and----- the duly constituted Attorney Manager
Address ----- the Bank and the said Messrs.

(Name of the bank) WITNESS (1)

Name and Address.

WITNESS (2) _____ for Messrs. _____ Name and (Name of the contractor)

Address

Have here into set their respective hands the day and year first above written.

Annexure II: Instructions and Technical Bid Document Formats

General Instructions for the Technical Bid

Bidders have to submit a very structured and organized technical bid, which will be analyzed by the Bid Evaluation Committee (BEC) for different compliances with regards to the requirements of the project.

Bidder is expected to divide its Bid in following sections / documents:

A) Bidder's Competence to execute the project

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Financial Capability of the Bidder in required formats and supporting documents
- Experience of Bidder of implementing similar/same applications or in supply of similar/same hardware components
- Experience of Bidder in India in required formats and supporting documents

B) Proposed Team for the Project

As specified in the Technical Bid Evaluation Framework, VES would like to give importance to the right people proposed for the project. Bidder may propose different people for different skill-sets required and different responsibilities (during Project Implementation and Post-Implementation). Following documentation is expected in this section:

- Overall Project Team (for both Project Implementation and Support phases)
- Escalation Chart for the entire Project Duration

C) Technical Solution Proposed for the Project

Broad areas to be covered in the Technical Solution documentation are given below:

1. **Bill of Material:** This document should give details of all the proposed solar Panel, Inverter, Mounting Structure material, earthing Pit, Lightning Protection, Wiring components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.

2. Describe the proposed Technical Solution in a structured manner. Following should be captured in the same:

- Clear articulation and description of the design and technical solution and various components
- Reasoning for selection of the proposed technology over other options.
- Extent of compliance to technical requirements specified in the scope of work

3. Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients

4. Clearly articulate the Strategy and Approach and Methodology for Installation, Configuration and Implementation of the project.

5. Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.

6. Detailed Project Plan with timelines, milestones etc. for supply, installation and commissioning of the various project components.

TECHNICAL CAPACITY OF THE BIDDER

Project Code	Name of Project	Cost/Other Details	Date of Completion

(Add more rows if necessary)

Refer following form for Details of Eligible Projects

Provide details of only those projects that have been undertaken by the Bidder.

DETAILS OF ELIGIBLE PROJECTS

Project Code:Entity: Self/Members:

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was constructed	
Location	
Project cost	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity shareholding (with period during which equity was held)	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this form. The projects cited must comply with the eligibility criteria specified in the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Proposal. Bidder should also refer to the Instructions below.
2. The Project Codes would be a, b, c, d etc.
3. A separate sheet should be filled for each Eligible Project.
4. Project particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to concession, etc.) may be provided.
5. Provide the estimated capital cost of Eligible Project.
6. In case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
7. Experience for any activity relating to an Eligible Project shall not be claimed twice. In other words, no double counting in respect of the same experience shall be permitted in any manner whatsoever.
8. Certificate from the Bidder's statutory auditor or its respective clients must be furnished for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
9. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

Note: The Bidder is required to use above format for all the projects referenced by the Bidder for the pre-qualification criteria and technical bid evaluation.

Technical Bill of Material and Bill of Quantity (To be provided by the Bidder)

Notes:

1. Bidder should not share any bid price information in the technical bid
2. Bidder to provide Ticketing, Logging, Reporting and Monitoring Tool with no extra cost to VES
3. The proposed equipment should have the capability to support features like 540Wp Panel
4. Bidder shall avail all the required cable and module required to install, connect, Erect, Test and commissioning the hardware in VES environment.

Refer Annexure VIII

Sr. No.	Description	Unit	Quantity	Make & Model
1				
2				
3				
4				
5				
6				
7				

Note: It is mandatory to fill up complete information in above table.

Annexure III: Commercial Bid Formats
COVERING LETTER

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

Ref. No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

Sub: Bid for “Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions”.

Dear Sir / Madam,

1. We, the undersigned.... [insert name of the ‘Bidder’] having read, examined and understood in detail the RFP Document for “Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions” hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliate / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.
2. We give our unconditional acceptance to the RFP conditions, datedand Documents attached thereto, issued by VES, as amended. As a token of our acceptance to the RFP document, the same have been initialed by us and enclosed to the Bid. We shall ensure that we execute such documents as per the provisions of the RFP and provisions of RFP document shall be binding on us.
3. Bid Capacity - We have bid for the Total capacity of 400 Kw (Phase 1) and 210 Kw (Phase 2).
4. Earnest Money Deposit - We have paid Earnest Money Deposit of INR.....*Insert Amount*) through _____ payment gateway and receipt of payment of EMD is attached herewith.
5. We have submitted our Price Bid strictly as per the RFP conditions, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).
6. In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the affect that neither we have availed nor we shall avail in future any Incentive other than that to be received from VES for implementation of the project.
7. Acceptance - We hereby unconditionally and irrevocably agree and accept that the decision made by VES in respect of any matter regarding or arising out of the tender process shall be binding on us. We hereby expressly waive any and all claims in respect of tender process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of the capacity offered by us.

8. Familiarity with Relevant Indian Laws & Regulations - We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the works as per terms and conditions of the RFP, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting our Bid.

9. Contact Person

Details of the contact person are furnished as under:

Name:

Designation:

Company:

Address:

Phone Nos.:

Fax Nos.:

E-mail address:

10. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Authority. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in Bid Data Sheet from the Bid due date.

We confirm that we have not taken any deviation so as to be deemed non-responsive. Dated the day of _____, 2022

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

Commercial Bid Format and Instructions

The Bidder has to quote as in the below format considering the project period for 15 years + 10 Years O&M. (The price shall be inclusive of Goods & Services Tax as applicable under the relevant Laws of India as on date of Bid submission.)

Option1: 50% Capex - 50% Opex

Sr. No	Description	Cost		NPV of Solar Power at Discount rate of 11% per annum for a period of 15 years (Rs. Cr.) (B)	Total Commercial Cost for 15 years (A + B) (Rs. Cr.)	Comprehensive AMC cost per annum (Rs. L.)
		Capital cost (Rs. Cr.) (A)	Solar Power Rate (Rs./Kwh)			
1	Initial Capital cost investment by VES					
2	Solar power Rate payable by VES for 15 Years					
3	Comprehensive AMC for solar power plant from end of contract period of 15 years till life of plant i.e. 25 years.					

Option 2: 30% Capex - 70% Opex

Sr. No	Description	Cost		NPV of Solar Power at Discount rate of 11% per annum for a period of 15 years (Rs. Cr.) (B)	Total Commercial Cost for 15 years (A + B) (Rs. Cr.)	Comprehensive AMC cost per annum (Rs. L.)
		Capital cost (Rs. Cr.) (A)	Solar Power Rate (Rs./Kwh)			
1	Initial Capital cost investment by VES					
2	Solar power Rate payable by VES for 15 Years.					
3	Comprehensive AMC for solar power plant from end of contract period of 15 years till life of plant i.e. 25Years.					

Note:

1. The bidders may visit the site and obtain additional information at their own cost and responsibility.
2. The bidder will quote both for implementation cost and the operations and Maintenance cost, the details of which are given in the Bid Document.
3. VES to scale up and scale down resources based on requirements. Any line items may be removed from the scope based on VES's discretion.
4. All the prices are to be entered in Indian Rupees only.
5. Prices indicated in the schedules shall be inclusive of all taxes, levies, duties etc. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
6. During the payment stage, VES reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
7. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. No additional/separate payment shall be made regarding the same.
8. For the purpose of evaluation of Commercial Bids, VES shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
9. The Contract Price shall be firm and not subject to any alteration.
10. The Implementation agency should be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
11. Please note invitation of price discovery rate for future requirements does not imply guarantee of any additional work or any increase in scope. The price discovery rates are being invited to meet any exigency requirements if a need emerges during the period of contract with respect to deployment of additional manpower resources.
12. No advance payment shall be made towards any activity

Annexure IV: CONTRACT AGREEMENT

Issued by VES (On Stamp Paper of Rs. 500)

(Duty Notarized)

Bid No.: _____

Sanction No.& Date: _____

Contract Value: _____

This Contract Agreement, hereinafter referred to as "CA" is made on this day of _____ 2022 [office address]

BETWEEN

Vivekanand Education Society, a Trust registered at Sindhi Society, Chembur, Mumbai – 400 071 having Trust registration number F-1029 (BOM) "VES". (Which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s _____, a company registered as per The Companies Act 1956 or Partnership Act 1932 having its registered office at _____ and place of business at _____ Hereinafter referred to as "**Implementation Agency**" or "**Service Provider**" (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part.

And Whereas VES intends to solarize its institutions and has published the bid for "VES" till the end of the contract period as agreed by and between the parties.

And Whereas M/s ----- has submitted its bid to VES;

And Whereas, VES and M/s ----- have deemed it fit to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

Definitions, Interpretations and Other Terms

1. **“Arbitrator”** means the person or persons appointed by agreement between VES and the Bidder to make a decision on or to settle any dispute or difference between the VES and the Bidder
2. **“Approved”** and **“Approval”**, where used in the Contract shall mean respectively, approved by and the approval of the Employer/Engineer-in-charge in writing. When the words 'Approved', 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like import are used, the approval, judgment, direction etc., is understood to be a function of the Employer/Engineer-in charge.
3. **“Bid”** means the bid process conducted by VES and the technical and commercial bids submitted by the successful Bidder, along with the subsequent clarifications and undertakings, if any;
4. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS);
5. The **“Bidder”** shall mean a person or corporate body who has desired to submit a Bid to carry out the Works, including routine maintenance till the tender process is concluded. The same shall also be referred to as **“Implementation Agency”**, or, **“Service Provider”**
6. **“Commencement Date”** means the date upon which the Bidder receives the notice to commence, issued by VES.
7. **“Certificate of Taking – Over / Take - over Certificate”** shall mean the certificate issued by VES after completion of Works in all respects.
8. **“Cost”** means all expenditure properly incurred or to be incurred whether on or off the site including overheads and other charges properly allocable thereto but does not include any allowance for profit.
9. **“Confidential Information”** means all information including VES Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know – how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
10. **“Customers”** mean all citizens and business organization and users who use VES services.
11. The **“Contract”** shall mean the tender and acceptance thereof and the formal Agreement if any, executed between the Bidder, & VES.
12. **“Contract Cost”** means the Contract Sum plus Price Variation. This cost shall be included in the letter of acceptance.
13. **“CA”** means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the bid (as may be amended, supplemented or modified in accordance with the provisions hereof) and the bid. In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail, with overriding effect;
14. **“Capacity Utilization Factor”** (CUF) shall mean the ratio of actual energy generated by Solar Photovoltaic project at the point of interconnection with the grid and recorded in the solar generation meter.
15. **“Country”** means the country in which the Site is located.
16. **“CAPEX”** shall mean Capital Expenditures.

17. **“CAPEX model”** shall mean where the roof/facility owner hires an EPC company to install solar Roof Top PV system and invests the entire capital expenditure of the Project. The entire system will be owned by roof/facility owner; however, responsibility of O&M including safety & security of the system during the O&M period shall be of the EPC Contractor.
18. The **OPEX** or the **operating expenses model** is a system where the developer owns the solar project, and the consumer only has to pay for the energy generated. This model is also called the **Renewable Energy Service Company (RESCO) model**.
19. **“Commissioning”** means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in Bid.
20. **“Competent Authority/VES”** shall mean the Authority Vivekanand Education Society,
21. **“Completion”** are broadly categorized into the following:
 - a. Physical Completion shall mean that the works related to the execution and installation of project (Roof Mounted) (or a specific part thereof where specific parts are specified in the Contract Agreement Document) have been completed operationally and structurally, commissioned, put in a tight and clean condition, power evacuation system functional and start generating power to the satisfaction of Engineer-In-Charge, and physical completion certificate has been issued by Engineer-In-Charge.
 - b. Final Completion/Operational Acceptance shall mean that the O&M of the project (Roof Mounted projects has been undertaken and completed as described in the relevant sections of the Bid document for the entire tenure 15 Years + 10 Years O&M, with the plant performance and state in accordance with the parameters set out in the Bid Document and the project is handed over to the VES in excellent and healthy condition without any pending defect/s to the satisfaction of Engineer-In-Charge
22. **“Completion Certificates”** shall mean the following:
 - a. Physical Completion Certificate shall mean the certificate to be issued/ issued by the Engineer-in-charge, when the works under the project are physically completed to his satisfaction.
 - b. Final Completion/ Operational Acceptance Certificate shall mean the certificate to be issued/issued by the Engineer-in-charge on completion of O&M tenure of the contractor, demonstration of plant performance in accordance with parameters set out in Bid document and handing over of project to the Authority in excellent and healthy working condition to his satisfaction.
23. **“Compliance with Laws”** shall mean the Contractor shall in performing the Contract, comply with all applicable Laws related to all actions of its obligations under the Contract.
24. **“Contract”** shall mean the agreement entered into between the Authority and the Contractor for execution of Works including therein all contract documents like Conditions of Contract, Specifications, Drawings, Prices, Bill/ Schedule of quantities, Schedule of rates and prices (if any), Bid document, the correspondence exchanged between the Authority and the Contractor and shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
25. **“Contract Documents”** shall mean collectively the Bid document, Designs, Drawings, Specifications, Notification of Award/ Letter of Intent/ Letter of Acceptance and agreed variations (if any), such other documents constituting the tender and acceptance thereof.
26. **“Contract Period”** shall mean the period from the date of project commencement as specified in the

work order up to and including the last day of the comprehensive operation and Maintenance Period.

27. **“Contractor’s Equipment”** shall mean all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for completion of Works 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 Project.
28. **“Contractor’s Representative”** shall mean any person nominated by the Contractor and approved by the Authority/Engineer-In-Charge in the manner provided in the Contract Documents (Contractor’s Representative – Project Engineer/Manager) hereof to perform the duties delegated by the Contractor.
29. **“Contractor’s Works”** or **“Manufacturer’s Works”** shall mean the places including land which are used by the Contractor or any of its Sub-vendor or Sub-Contractor for the manufacture of equipment for the Plant or performance of Work.
30. **“Day”** means Calendar day.
31. **“Deliverables”** means all the activities related to the setting up and operations of the infrastructure, technical documents, Software Applications, customized Source Codes, as defined in the bid and subsequent Corrigendum (if any), based on which the technical bid and commercial bid was submitted by the Bidder and as required as per this CA;
32. **“Defect Liability Period”** or **“Period of Liability”** shall mean in relation to the work means the specified periods from the date of issue of Physical Completion Certificate up to the date of issue of the Final Completion Certificate during which any defects that may appear in the works shall be made good by the Contractor without any financial implications to the Authority. If defects are not removed till the last day of contract, DLP will be extended till such rectification of the work is completed to the satisfaction of the Engineer-In-Charge. No additional charges for such delay in curing the defects will be paid.
33. **“Drawings”** means all the drawings, calculations and technical information of a like nature provided by VES to the Service Provider under the Contract and all drawings, calculations, samples, patterns, models, operation & maintenance manual and other technical information of like nature submitted by the Service Provider and approved by VES.
34. **“Excepted risks”** are risks due to riots (otherwise than among Bidder’s employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of government, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which the Bidder has no control. (also referred to as Force Majeure)
35. **“Effective Date”** means the date on which the Purchase Order or Letter of Intent is issued to the Implementation Agency;
36. **“Facility”** shall mean the entire system to be designed and constructed in accordance with the provisions hereof, including the equipment, structures, fencing, lighting, testing and analysis equipment, tools, safety equipment, plant machinery, supplies, instruments and inventory incorporated therein, as well as all open areas within the site, and including any additions, modifications, alterations, adjustments, replacements and repairs as may be made thereto from time to time.
37. **“Functional Warrantee/ Guarantee Test(s)”** shall mean the test(s) specified in the Contract to be carried out to ascertain whether the Work(s) or a specified part thereof is able to attain the functional guarantees specified in the Contract.

38. **"GCC"** means General Conditions of Contract.
39. **"IEC"** shall mean specifications of International Electro-technical Commission;
40. **"Indian Rupee"/"Rupee"** shall mean the Indian National Rupees (INR).
41. **"Installation Services"** shall mean all those services ancillary to the supply of the material, Plant and Equipment for the Works, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Construction Equipment and the supply of all construction materials required), fabrication, erection/installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.
42. **"Instructions"** shall mean any instructions, drawings, specifications, details, directions and explanations and/or instructions in writing issued by the Engineer-in-charge/ Director-In-Charge from time to time during the subsistence of the Contract for execution of the Works during the entire period of contract.
43. **"kWp"** shall mean kilo-Watt Peak or the module capacity of rooftop solar PV plant.
44. **"kWh"** shall mean kilo-Watt-hour;
45. **"Letter of Acceptance"** means the letter of formal acceptance, signed by VES, of the Letter of Bid, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression "Letter of Acceptance" means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
46. **"Manufacturer"** shall mean any entity or firm who is the producer and furnisher to the Contractor of any material or designer and fabricator of any goods/equipment/ systems/facilities which is to be incorporated in or forms part of the Works.
47. **"Material"** shall mean all supplies, including consumables used by the Contractor for incorporating in the Works.
48. **"Month"** means Calendar month of the Gregorian calendar.
49. **"VES"** shall mean Vivekanand Education Society;
50. **"Operational Acceptance"** shall mean the acceptance by the Engineer-In-Charge of the Works (or any part of the Works where the Contract provides for acceptance of the Works in parts), certifying the Contractor's fulfillment of the Contract in respect of Functional Guarantees of the Works (or the relevant part thereof) in accordance with the provisions the Contract hereof.
51. **"O&M"** shall mean Comprehensive Operation & Maintenance of Solar Power Projects for 25 years after issuance of Final Completion certificate;
52. **"Project capacity"** means Capacity of rooftop solar PV projects in kWp as mentioned in this Bid installed at the locations specified in the Bid. The project capacity specified for solar PV projects means the PV module capacity only.
53. **"Proprietary Information"** means processes, methodologies and technical and business information Including drawings, designs, formulae, flow charts, data by either Party or granted by third parties to a Party hereto prior / subsequent to the execution of this CA;
54. **"Performance Tests"** shall mean such tests as are prescribed in the Bid Document to be carried out

by the Contractor before the Plant and the Equipment are taken over by the Engineer-In-Charge/the Authority.

55. **“Point of Common Connection/PCC”** the electrical boundary between the project and the electrical network of the utility.
56. **“Preliminary Operation”** shall mean all activities undertaken as part of commissioning and shall include mechanical and electrical checkouts, calibration of instrument and protection devices, commissioning of sub and supporting systems and chemical cleaning of the plant, system and equipment covered under the Contract.
57. **“PV”** shall mean Photovoltaic
58. **“Required Consents”** means the written consents, clearances and licenses, rights and other authorization as may be required to be obtained by the Implementation Agency, for all tasks / activities / Hardware and communication technology for this project; from all the concerned departments / agencies, etc., as the case may be.
59. **“Services”** shall mean all the work and obligations of Contractor under the Contract including without limitation to the works and services briefly described in the Specification.
60. **“Service Level Requirement(s)”** means the timelines and the quality levels to be adhered to by the Implementation Agency for delivering various services under the contract;
61. **“Site”** shall mean the land and other places upon which the Roof mounted solar projects are to be installed.
62. The **“Start Date / Commencement Date”** is given in the Contract Data. It is the date when the Service Provider shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
63. **“Specification”** shall mean collectively all the terms and stipulations contained in those portions of the Contract known as Conditions of Contract, Special conditions, the technical Specifications and such Amendments, Revisions, Deletions or Additions, as may be made in the Contract agreement and all written Agreements made or to be made pertaining to the method and manner of performing the Work or to the quantities and qualities of the materials to be furnished under this 'Contract'. Further in absence of any specific reference in B.I.S., the standards and specifications of VES as the case may be, will be followed as per the consent of Engineer-In-Charge.
64. **“Temporary Works”** shall mean all temporary works of every kind required for execution, completion or maintenance of the Works under the contract, which shall be constructed, installed and removed by the Contractor.
65. **“Tender”** shall mean the tender submitted by the Contractor for acceptances by the Authority.
66. **“Tendered Capacity”** shall mean the Total aggregate capacity in kWp/ MWp proposed and allocated by VES to the Contractor through this bidding process as per terms and conditions specified herein;
67. **“Tender”** means the Bidder’s priced offer to VES for the execution and completion of the Works and the remedying of any defects therein in accordance with the provision of the Contract, as accepted by the Letter of Acceptance.
68. **“Time for Completion”** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract calculated from the Commencement Date.
69. **“Variation”** means a change to the:-

- a. Specification and/or Drawings (if any) which is instructed by the VES.
- b. Scope in the Contract which is instructed by VES.
- c. Price in the Contract which is instructed by VES

70. **“Wp”** shall mean Watt Peak.

71. **“Works”** means & includes Temporary & the permanent works to be executed and installation of machineries in accordance with the Contract at specified required site and location.

72. **“Writing”** means any handwritten, type-written, or printed communication including telex and facsimile transmission, electronic and digital media.

Interpretations

a. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;

b. Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice-versa;

c. Unless otherwise expressly stated, the words “herein”, “hereof”, “hereunder” and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words “include” and “including” shall not be construed as terms of limitation. The words “day” and “month” mean “calendar day” and “calendar month” unless otherwise stated. The words “writing” and “written” mean “in documented form”, whether electronic or hard copy, unless otherwise stated;

d. The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;

e. The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;

f. Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied ,supplemented ,modified or suspended at the time of such reference;

g. References “rollout” includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and “construct” or “rollout” shall be construed accordingly;

h. Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;

i. The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;

j. This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Implementation Agency;

k. VES may nominate a technically competent agency / individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out the set asks itself;

l. The agency/individual will establish appropriate processes for notifying the Implementation Agency of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Implementation Agency to take corrective action;

m. Such an involvement of and guidance by the agency / person will not, however, absolve the Implementation Agency of the fundamental responsibility of designing, installing, testing and commissioning the application and the infrastructure for efficient and effective delivery of services as contemplated under this bid.

n. The following documents forming this Agreement are to be taken as mutually explanatory of one another:

i. This Agreement;

ii. Purchase Order or Letter of Award (LoA) issued by VES to the successful Bidder and Clarification and Corrigendum Documents published by VES subsequent to the bid for this work

iii. Bid Document of VES for this work

iv. Detail Commercial bid of the Implementation Agency accepted by VES

v. Successful Bidder's 'Technical Bid' submitted in response to the bid and responses /clarifications provided in response to queries raised by Bidder.

Terms of the Contract Agreement

The term of this CA shall be for a period of 15 years under PPA and another 10 years Comprehensive O&M from the date of execution of this Agreement. This includes the time required for implementation and Operations and Maintenance support.

In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Implementation Agency, VES reserves the right to extend the term of the Agreement by a suitable period with mutual consensus to allow validity of contract from the date of operational acceptance.

VES's Decision

Except where otherwise specifically stated, the VES representative will decide contractual matters between VES and the Bidder in the role representing the VES. However, if VES representative is required under the rules and regulations and orders of the VES to obtain prior approval of some other authorities for specifications, he will so obtain the approval, before communicating his decision to the Bidder.

Except as expressly stated in the Contract, VES representative shall not have any authority to relieve the Contractor of any of his obligations under the contract.

Delegation

VES representative, with the approval of the VES Authority, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Bidder, and may cancel any delegation after notifying the Bidder.

Communication

All certificates, notices or instructions to be given to the Bidder by VES shall be sent on the address / mail addresses or contact details given by the Bidder of Bid. The address and contact details for communication with the VES shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as under taken by the postal service.

Personnel

The Service Provider's personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. VES shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently.

If VES asks the Service Provider to remove a person who is a member of the Service Provider 's staff or workforce, stating the reasons, the Service Provider shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

VES's and Service Provider's Risks

The VES carries the risks which this Contract states are VES's risks, and the Service Provider carries the risks which this Contract states are Service Provider's risks.

VES's Risks

The VES is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or

military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Service Provider's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Service Provider's design.

Service Provider's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, are the responsibility of the Service Management Meetings Provider.

Management Meetings

VES may require the Service Provider to attend a management meeting. The business of a management meeting shall be to review the plans for progress of the Works.

VES shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by VES either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

Tests

The Service Provider will have to perform the mandatory tests as prescribed in the specifications.

If VES instructs the Service Provider to carry out a test not specified in the Specification/ Quality Assurance Handbook to check whether any work has a Defect and the test shows that it does, the Service Provider shall pay for the test and any samples. If there is no defect, the test shall be a compensation event.

The cost of testing shall be borne by the Service Provider even if the result of the sample confirm or do not confirm to the relevant specifications.

All expenditure required to be incurred in testing shall be borne by the Service Provider himself/herself/ itself.

Variations

VES shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Contract. Such Variations shall form part of the Contract and the Service Provider shall carry them out and include them in updated Programs produced by the Service Provider. Oral orders of VES for variations, unless followed by written confirmation, shall not be taken into account.

Payment for Variations

If rates for Variation items are specified in the Bill of Quantities, the Service Provider shall carry out such work at the same rate.

Operation and Maintenance Manuals

If Drawings and/or operating and maintenance manuals are required, the Service Provider shall supply them by the date as stated in the Contract Data.

If the Service Provider does not supply the Drawings and/or manuals by the dates stated in the contract Data, or they do not receive the VES's approval, VES shall withhold the amount stated in the Contract Data from payments due to the Service Provider.

Compliance with Labour Regulations

During continuance of the Contract, the Service Provider and its sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

Furthermore, the Service Provider shall keep VES indemnified in case any action is taken against the VES by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If VES is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / byelaws / Acts / Rules / regulations including amendments, if any, on the part of the Service Provider, VES shall have the right to deduct any money due to the Service Provider including his amount of performance guarantee. The VES shall also have right to recover from the Service Provider any sum required or estimated to be required from a king good the loss or damage suffered by VES.

The Service Provider shall require his employees to obey all applicable laws, including those concerning safety at work.

The employees of the Service Provider and its Sub-Contractor in no case shall be treated as the employees of the VES at any point of time.

Format & Signing of Application

The Bidder shall provide all the information sought under this Bid. VES will evaluate only those applications that are received in the required formats and complete in all respects. Incomplete and / or conditional Bids shall be liable to rejection.

The Bidder will upload application in One Folder in electronic form which shall contain the scanned certified copies of the documents given below and the documents uploaded has to be digitally signed by the bidder. These copies shall be certified by Practicing Notary approved by the Government of Maharashtra or Government of India with his/her stamp, clearly stating his/her name & registration number, except where original documents are demanded

Marking of Application

The Bidder shall submit the application in the format specified in the Bid Document, together with the documents, upload in folder as “Bidder” together with the respective enclosures. Applications submitted by fax, telex, telegram shall not be entertained and shall be rejected outright.

Clarification of Financial Bids

To assist in the examination, evaluation and comparison of Bids, VES may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post / facsimile/e-mail. Any effort by the Bidder to influence the VES officials in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder’s bid.

Official Secrecy (NDA)

The Service Provider shall of all the persons employed in any works in connection with the contract that the India Official Secrets Act 1923 (XIXof1923) applies to them and will continue to apply even after execution of the said works and they will not disclose any information regarding this contract to any third party. The Service Provider shall also bring into notice that, any information found to be leaked out or disclosed the concern person as well as the Service Provider will be liable for penal action; further the VES will be at liberty to terminate the contract without notice.

Subsequent Legislation

If on the day of submission of bids for the contract, there occur changes to any National or State, Statute, Ordinance, Decree or other law or any regulation or By-laws or any local or other duly constituted authority or the introduction of any such National or State Statute, Ordinance, decree or by which causes additional or reduced cost to the Service Provider, such additional or reduced cost shall, after due consultation with the Service Provider, be determined by the concerned authority of VES and shall be added to or deducted from the Contract Price with prior approval of competent authority and VES shall notify the Service Provider accordingly. VES reserve the right to take decision in respect of addition / reduction of cost in contract.

Patent, Rights & Royalties

The Service Provider shall save harmless and indemnify VES from and against all claims and proceedings for or on account of infringement of any Patent rights, design trademark or name of other protected rights in respect of any constructional plant, machine work, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Service Provider shall pay all tonnage and other royalties, rent and other payments or compensation, if any, required for the works.

Payment, Taxes & Claims

➤ **The limit for unforeseen risks**

Under no circumstances whatever the Service Provider shall be entitled to any compensation from VES on any account unless the Service Provider shall have submitted a claim in writing to VES within 15 days of the case of such claim occurring.

➤ **No interest for delayed payments due to disputes, etc**

It is agreed that VES or its representative or Officer shall not be liable to pay any interest or damage with respect of any moneys or balance which may be in its or its representative's or officer's hands owing to any dispute or difference or claim or misunderstanding between the VES or its representative or Officer on the one hand and the Service Provider on the other, or with respect to any delay on the part of the VES or representative or Officers in making periodical or final payments or in any other respect whatever.

Proprietary data

All documents and other information supplied by the Authority or submitted by a Service Provider to VES shall remain or become the property of VES. Service Provider must treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. VES will not return any Application or any information provided along therewith.

Correspondence with the Service Provider

Save and except as provided in this Tender, VES shall not entertain any correspondence with any Service Provider in relation to the acceptance or rejection of any Application.

Taxes

GST and other state levies/ cess which are not subsumed under GST, will be applicable. The tenderer shall quote inclusive of all taxes. It is clearly understood that VES will not bear any additional liability towards payment of any Taxes & Duties. Wherever the services to be provided by the Tenderer falls

under Reverse Charge Mechanism, the price quoted shall be exclusive of GST, but inclusive of Taxes/ Duties / Cess other than GST, if any.

Rates accepted by VES shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/ any other levies/tolls etc.

Contract Execution

All required documents for execution of the contract shall be submitted within 30 days from the date of issue of the letter of acceptance. If the documents are not submitted within the stipulated time a penalty of Rs 5000/- per day will be applicable to the Bidder. All contract documents need to be duly affixed with stamp duty properly signed along with evidence / proof of payment of security/contract deposit/ within 30 days from the date of letter of acceptance received by him.

If the amount of the Contract Deposit to be paid above is not paid within 30 days from the date of issue of Letter of Acceptance, the Tender / Contractor already accepted shall be considered as cancelled and legal steps are taken against the Bidder for recovery of the amounts.

The amount of Performance Bank Guarantee (PBG) retained by the VES shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. In the event of the contractor failing or neglecting to complete the rectification work within the period up to which the contractor has agreed to maintain the work in good order, the amount of Performance Bank Guarantee (PBG) retained by VES shall be adjusted towards the excess cost incurred by VES on rectification work. The release of the PBG shall be done by VES, after 6 months of successful commissioning and sustained power generation. Contract may be rescinded and Performance Bank Guarantee (PBG) forfeited for bribing a VES employee or if contractor becomes insolvent

If the contractor assigns or sublets his/her/its contracts or attempt so to do, or become insolvent or commence any proceeding to get himself/herself/itself adjudicated as insolvent or make any composition with his/her/its creditors, or attempts to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his/ her/ its servants or agents through any public officer, or person in the employ of VES in any way relating to his/ her/ its office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, VES may there upon, by notice in writing rescind the contract and the Performance Bank Guarantee (PBG) of the Contract or shall thereupon stand forfeited and be absolutely at the disposal of VES and the same consequences shall ensure as if the contract had been rescinded; and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Fees

The fees shall be inclusive of Goods & Service Tax, Income Tax, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Work Completion Timelines and Payment Terms

VES shall issue purchase order specific to the location. Payments for equipment and support services are based on purchase order that shall be issued by VES.

T1= On Delivery of panels at site

T2= On Delivery of Balance of System (BOS)

T3 = On Installation

T4 = On Commissioning

T1+T2+T3+T4 Should not exceed 120 days.

Sr. no.	System/Item	Time Required in days	Payment Terms
1	Delivery of panels at site	T1 + 7 days	40% of cost as per PO, signing of contract agreement, against submission of Proforma Invoice.
2	Delivery of Balance of System (BOS)	T2 + 7 days	40% of the cost as per PO. Bidder shall submit delivery challan signed by VES authority and SLA reports with penalty, if any need to be submitted along with the invoice and PBG of 5% (Post submission of invoice by the bidder)
3	Installation	T3 + 10 days	10% of the cost as per PO. Bidder shall submit installation certificate signed by VES authority and SLA reports with penalty if any need to be submitted along with the invoice. (Post submission of invoice by the bidder)
4	Commissioning	T4 + 10 days	10% of the cost as per PO. Bidder shall submit installation certificate signed by VES authority and SLA reports with penalty if any need to be submitted along with the invoice. (Post submission of invoice by the bidder)

Disbursement of payment to the Implementation Agency is based on completion of tasks indicated in the implementation plan. Operations and Maintenance support plan and final handing over of O&M to VES on completion of the contractual period.

Notes:

- Adherence to timelines is critical for the success of the project.
- No advance payment shall be made.
- It is mandatory for the successful bidder to open a bank account in any of the banks approved by VES (Specified in Annexure V of the bid document) for easy and quick payments. All payments under the contract will be made only in this bank account through Electronic Clearing System / RTGS / NEFT / CMS.

Service Level Agreement

Sr. No.	Service Metric Parameter	Metric	Frequency	Penalty
1.	Performance warranty of > 99% during the first year of installation.	12 Months from the Date of Commissioning	Per Occurrence	For any shortfall in Deemed Generation against the Generation Guarantee, penalty will be as per below formula Penalty = (Shortfall in Deemed Generation)*(Grid Tariff) Grid Tariff shall be as per prevailing grid charges payable by VES as on the date of occurrence.
2	Performance warranty of >95% during second to 15 th year.	15 years from the Date of Commissioning	Per Occurrence	
3	Performance warranty of > 90% during 16 th to 25 th year.	16 th to 25 th year from the Date of Commissioning	Per Occurrence	Rs. 5000/- Per occurrence
B. Timelines				
1.	Delivery of panels at site	30 days	Per Occurrence	Rs. 5000/-
2.	Delivery of Balance of System (BOS)	30 days	Per Occurrence	Rs. 5000/-
3.	Installation	30 days	Per Occurrence	Rs. 5000/-
4.	Commissioning	30 days	Per Occurrence	Rs. 5000/-

- a. Implementation Agency shall make efforts to maintain 100 % serviceability of complete Plant including all other associated infrastructure developed by the Implementation Agency, during execution of project as its scope of work & the respective report of the same shall be submitted to VES.
- b. Implementation Agency shall maintain a Complaint log book, which shall include the timing of logging of complaint including unique Complaint number, time of closure of complaint & its Root Cause Analysis.
- c. Implementation Agency will be responsible for maintaining the Insurance Policy for the complete Plant and Facilities during the O&M period also. They shall maintain seamless insurance cover during Construction and O&M phases. Copy of policies shall be given to the VES.
- d. Any rectification work carried out by VES doesn't exempts/relieves Implementation Agency from its responsibility towards subsequent operation, maintenance, repair & replacement of such component/ infrastructure of the Plant or meeting the performance parameters of the Plant.
- e. O&M Routine & Manpower: Implementation Agency shall provide Preventive / Routine Maintenance schedule based on Original Equipment Manufacturer's guidelines and good engineering practices. The team deployed for the O&M must have the sufficient experience of executing the similar tasks. However, Implementation Agency shall engage additional manpower as and when need arise.
- f. Implementation Agency is requested to provide the list of all the spares required to maintain the facility for O&M period. Implementation Agency agrees to supply such spare parts, as recommended or otherwise

required for the effective and hassle-free operation and maintenance of the Facilities. However, the Implementation Agency, with its previous experience, is to provide a list of spares including specifications, supplier details and indicative price, as recommended by them and the OEM. The Implementation Agency shall keep and maintain the inventory of such spares for the hassle-free operation during the complete O&M period without additional cost to Owner. Also, at the end of penultimate year of the O&M contract, Implementation Agency shall supply a list of all recommended spares as per the operational requirement of the plant and with reference to the mean time between failures (MTBF), along with detailed specifications, supplier details and tentative cost for future purchase. The price of such spare parts shall include the breakup of taxes and duties as applicable towards purchase and supply of spare parts. VES, at its discretion, will purchase the spare as required for future operation. However, the Implementation Agency shall replenish the mandatory spares at his cost prior to the completion of the O&M period

- g. Monthly checks of the Modules, PCUs and BoS (Balance of Systems) shall be carried out as a part of routine preventive and breakdown maintenance
- h. 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. The security of the projects will rest with the contractor till such time operation and maintenance of the project is not handed over to the VES. Any theft, damage, manhandling, etc at the site of project components will be addressed and fixed by the contractor at its own cost.
- i. All the components should be kept clean. It should be ensured that all the components are fastened well at their due place Maintenance guidelines for various components viz. solar panels, inverter, wiring etc. are discussed below:
 - a. Solar PV Modules:
 - 1. The panels are cleaned at least once every fifteen days.
 - 2. Any bird droppings or spots should be cleaned immediately
 - 3. Use water for cleaning
 - 4. Do not use detergent or any abrasive material for panel cleaning
 - 5. Isopropyl alcohol may be used to remove oil or grease stains
 - 6. Do not spray water on the panel if the panel glass is cracked or the back side is perforated
 - 7. Check if there are any shading problems due to vegetation or new building. If there are, make arrangements for removing the vegetation or moving the panels to a shade-free place
 - 8. Ensure that the module terminal connections are not exposed while cleaning; this poses a risk of electric shock
 - 9. Never use panels for any unintended use, e. g. drying clothes, chips etc.
 - b. Cables & Connection Boxes
 - 1. Check the connections for corrosion and tightness
 - 2. Check the connection box to make sure that the wires are tight, and the water seals are not damaged
 - 3. There should be no vermin inside the box
 - 4. Check the cable insulating sheath for cracks, breaks or burns. If the insulation is damaged, replace the wire
 - 5. If the wire is outside the building, use wire with weather-resistant insulation
 - 6. Make sure that the wire is clamped properly and that it should not rub against any sharp edges or

corners

7. If some wire needs to be changed, make sure it is of proper rating and type

c. Inverter

1. The inverter should be installed in a clean, dry, and ventilated area.
2. Remove any excess dust in heat sinks and ventilations. This should only be done with a dry cloth or brush
3. Check that vermin have not infested the inverter. Typical signs of this include spider webs on ventilation grills or wasps' nests in heat sinks
4. Check functionality, e.g. automatic disconnection upon loss of grid power supply, at least once a month
5. Verify the state of DC/AC surge arrestors, cable connections, and circuit breaker

(*)Note: Replacement and Repair penalty will be waived off, if standby provision is made for failure of each asset. In order to monitor this SLA, the contractor shall provide a ticketing system for incident reporting and resolution. The contractor, during installation of the asset, shall ensure that all the assets supplied are tagged in the system - along with serial numbers.

Other Terms and conditions are mentioned in Annexure IX i.e. Power Purchase Agreement (PPA)

Security and safety

1. The Implementation Agency will comply with the directions issued from time to time by VES and the standards related to the security and safety in so far as it applies to the provision of the Services
2. Adherence to basic governance Guidelines and Standards for data structure (if any) shall be adhered to.
3. Implementation Agency shall also comply with VES / Government of Maharashtra's/ Government of India's information technology security and standard policies in force from time to time as applicable. VES shall share the relevant guidelines and standards to the Implementation Agency upon signing of the CA.
4. Implementation Agency shall use reasonable endeavours to report forthwith in writing to all the partners/ Contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with VES's data, facilities or Confidential Information.
5. The Implementation Agency shall upon reasonable request by VES or his/her/its nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
6. Implementation Agency shall promptly report in writing to VES any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at VES.

Indemnity

The Implementation Agency agrees to indemnify and hold harmless VES, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to or result from

- a. Any mis-statement or any breach of any representation or warranty made by the Implementation Agency or
- b. The failure by the Implementation Agency to fulfil any covenant or condition contained in t

Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Implementation Agency. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Implementation Agency pursuant to this Agreement, or any equipment, information, methods of operation or other intellectual property created by Implementation Agency or sub-contractors pursuant to this Agreement, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issued in India, or, (iii) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights there to) created by:

- (a) Purchasing of servers, Desktop & Laptops for VES by itself or through other persons other than Implementation Agency or its sub-contractors;
- (b) Third Parties (i.e., other than Implementation Agency or sub-contractors) at the direction of VES, or
- (c) Any compensation / claim or proceeding by any third party against VES arising out of any act, deed or omission by the Implementation Agency or
- (d) Claim filed by a workman or employee engaged by the Implementation Agency for carrying outwork related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- (e) Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

Third Party Claims

a. Subject to Sub-clause (b) below, the Implementation Agency (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.

b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

- i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
- iii. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. Implementation Agency hereby indemnify and hold indemnified VES harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- vi. All settlements of claims subject to indemnification under this Article will: (a) be entered in to only

with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings ; and

viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;

ix. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

VES shall provide the Implementation Agency with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim. The Implementation Agency will have adequate opportunity to control the response thereto and the defense thereof.

Further as an exclusion, the Implementation Agency shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable.

Publicity

Any publicity by the Implementation Agency in which the name of VES is to be used should be done with the explicit written permission of VES.

Warranties

a. The Implementation Agency warrants and represents to VES that:

i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;

ii. This Agreement is executed by a duly authorized representative of the Implementation Agency;

b. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement. In the case of the SLAs, the Implementation Agency warrants and represents to VES, that:

i. The Implementation Agency has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;

ii. The SLAs shall be executed by a duly authorized representative of the Implementation Agency;

iii. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;

iv. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;

v. Implementation Agency will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

vi. The Implementation Agency shall ensure defect free operation of the entire solution and shall replace any such components, equipment's, hardware which are found defective and during the entire contract period the Implementation Agency shall apply all the latest upgrades / patches/ releases for the after appropriate testing. No additional costs shall be paid separately for the warranty other than what are the costs quoted by the Implementation Agency and as specified in the contract.

vii. If the Implementation Agency uses in the course of the provision of the Services, components, equipment's, hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through a third party manufacturer's Warranties relating to those components, equipment, to the extent possible.

The Implementation Agency will repair / correct the warranty defect in the Implementation Agency supplied branded hardware, or correct a material non-conformance to specifications in accordance with the terms and conditions mutually agreed between the parties during the agreed warranty period and in accordance with the terms of the respective OEMs. Further, Implementation Agency will not be responsible for any breach of warranty or support resulting from unauthorized changes made to the hardware supplied by it.

Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Implementation Agency is unable to meet the obligations pursuant to the Implementation of the project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, VES will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Implementation Agency.

Force Majeure

The Implementation Agency shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the "reasonable" control of the Implementation Agency, not involving the Implementation Agency's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Implementation Agency include but are not limited to acts of God, war and riot acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labour or material.

For the Implementation Agency to take benefit of this clause it is a condition precedent that the Implementation Agency must promptly notify VES, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. VES, or the consultant / committee appointed by VES shall study the submission of the Implementation Agency and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by VES in writing, the Implementation Agency shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, VES and the Implementation Agency shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of VES shall be final and binding on the Implementation Agency.

Resolution of Disputes

This Contract shall be governed by laws of India. Disputes arising out of this Agreement shall be first

referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto).

Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be Mumbai, India. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts of Mumbai, India.

Risk Purchase Clause

In the event Implementation Agency fails to execute the project as stipulated in the CA, or as per the directions given by VES from time to time, VES reserves the right to procure similar services from the next eligible Bidder or from alternate sources at the cost of the Implementation Agency. Before taking such a decision, VES shall serve a notice period of one month to the Implementation Agency.

The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Implementation Agency to cure the breach. The provision for Risk Purchase shall be evoked in the event the Implementation Agency fails to correct the breach within the 'Cure Period'. Further, the Implementation Agency's liability to pay shall be set as 25% of the value of the undelivered services.

Conflict of Interest

The Implementation Agency shall disclose to VES in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Implementation Agency or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Implementation Agency shall hold VES's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

Data Ownership

All the data created as the part of the project shall be owned by VES. The Implementation Agency shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the Implementation Agency only to the personnel working on the projects and their names and contact details shall be shared with VES in advance. VES / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Implementation Agency to data / system security.

The ownership of the application and the data shall rest with VES.

Fraud and Corruption

VES requires that Implementation Agency must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, VES defines, for the purpose of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of VES in contract executions.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement processor the execution of a contract, to VES, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive VES of the benefits of free and open competition.
- c. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by VES with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest ; and

d. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

e. “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the Implementation Agency has indulged into the Corrupt / Fraudulent / Undesirable /Coercive practices, it will be a sufficient ground for VES for termination of the contract and initiate black-listing of the vendor.

Exit Management

i. Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Implementation Agency. The exit management period ends on the date agreed upon by VES or three months after the beginning of the exit management period, whichever is earlier.

ii. Confidential Information, Security and Data

Implementation Agency will promptly, on the commencement of the exit management period, supply to VES or its nominated agencies the following:

a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project’s customized source code; any other data and confidential information created as part of or is related to this project;

b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.

c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable VES and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to VES or its nominated agencies, or its replacing vendor (as the case may be).

d. The Implementation Agency shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/ purge/ delete all information created or retained as part of this project.

e. Implementation Agency will sign a Non-Disclosure Agreement with VES. The format for the same has been included in Annexure VI.

iii. Rights of Access to Information

At any time during the exit management period, the Implementation Agency will be obliged to provide an access of information to VES and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Active / passive), documentations, manuals, catalogues, archive data, live data, policy documents or any other material related to implementation of the application for VES.

a. Exit Management Plan

Successful Bidder shall provide VES with a recommended “Exit Management Plan” within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA

and Scope of work definition.

a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;

b. Plans for provision of contingent support to the implementation of hosted Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.

c. Exit Management Plan shall be presented by the Implementation Agency to and approved by VES or its nominated agencies.

d. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Implementation Agency complying with its obligation under this Schedule.

e. During the exit management period, the Implementation Agency shall use its best efforts to deliver the services.

f. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

Termination of contract

VES may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Implementation Agency and terminate the contract either in whole or in part:

- If the Implementation Agency fails to deliver any or all of the project requirements/ operationalization/ Operational Acceptance of project within the time frame specified in the contract; or
- If the Implementation Agency fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Implementation Agency, VES shall provide the Implementation Agency with a written notice of 30 days instructing the Implementation Agency to cure any breach/ default of the Contract, if VES is of the view that the breach may be rectified.

On failure of the Implementation Agency to rectify such breach within 30 days, VES may terminate the contract by providing a written notice of 30 days to the Implementation Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to VES. In such an event the Implementation Agency shall be liable for penalty imposed by VES.

In the event of termination of this contract for any reason whatsoever, VES is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Implementation Agency shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/breach, and further allow and provide all such assistance to VES and/ or succeeding vendor, as may be required, to take over the obligations of the Implementation Agency in relation to the execution/continued execution of the requirements of this contract.

Termination for Convenience

a) VES, by notice sent to Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for VES's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

b) The deliverables/ Services that are complete and ready for delivery within twenty-eight (28) days after the Service Provider's receipt of notice of termination shall be accepted by VES at the Contract terms and prices. For the remaining deliverables/services, VES may elect:

I. To have any portion completed and delivered at the Contract terms and prices; and/or

II. To cancel the remainder and pay to the Service Provider an agreed amount for partially completed deliverables and Related Services.

Miscellaneous

a. Confidentiality

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its sub-contractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of VES, the Implementation Agency (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Implementation Agency and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Implementation Agency (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Implementation Agency recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Implementation Agency. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of VES requires the Implementation Agency, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in VES and its nominees receiving a right to seek injunctive relief and damages, from the Implementation Agency.

The restrictions of this Article shall not apply to confidential information that:

- i. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient here under; and
- iii. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- v. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- i. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and

ii. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information to any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

b. Standards of Performance

The Implementation Agency shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Implementation Agency shall always act in respect of any matter relating to this contract. The Implementation Agency shall abide by all the applicable provisions / Acts / Rules / Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The Implementation Agency shall also conform to the standards laid down by Government of Maharashtra or Government of India from time to time. Such standards and guidelines shall be shared with the Implementation Agency by VES up on signing of the Contract.

c. Sub Contracts

Sub-contracting is permitted. The Implementation Agency shall seek prior approval from VES for sub-contracting any work, if not already specified in the bid. However, such sub-contracting shall not relieve the Implementation Agency from any liability or obligation under the Contract. The Implementation Agency shall be solely responsible for the work carried out by subcontracting under the contract.

d. Care to be taken while working at VES Office within the Group at respective sites.

Implementation Agency should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Implementation Agency should ensure that there is no damage caused to any private or public property. In case such damage is caused, Implementation Agency shall immediately bring it to the notice of concerned organization and VES in writing and pay necessary charges towards fixing of the damage.

Implementation Agency shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

e. Compliance with Labour regulations

The Implementation Agency shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum Wages Act and the Contract Labour Act 1970. The salary of the manpower working on VES project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Implementation Agency. Upon request, this record shall be produced to the appropriate authority in VES and/or Judicial Body. If complaints are received by VES (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Black listing, etc.) may be initiated as deemed necessary against the Implementation Agency. The employees of the Implementation Agency in no case shall be treated as the employees of the VES at any point of time. In the event the new labour codes are implemented by the Govt. then said codes will apply automatically without any notice.

f. Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit

of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

g. Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

h. Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below-

VES:

The Secretary,

Vivekanand Education Society

Sindhi Society, Chembur,

Mumbai – 400074.

Tel: 022 - 25237088

Email: ves.solarplant@ves.ac.in

Implementation Agency:

Tel:.....

Email:.....

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) between the hours of 9.30 A.M and 5.30 P.M. at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and seven calendar days from the date of posting (if by letter).

i. Personnel/Employees

i. Personnel/employees assigned by Implementation Agency to perform the services shall be employees of Implementation Agency and/or its sub-contractors, and under no circumstances will such personnel be considered as employees of VES. Implementation Agency shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. VES shall not be responsible for the above issues concerning to personnel of Implementation Agency.

- ii. Implementation Agency shall use its best efforts to ensure that sufficient Implementation Agency personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. VES or its nominated agencies shall have the right to require the removal or replacement of any Implementation Agency personnel performing work under this Agreement. In the event that VES requests that any Implementation Agency personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by VES or its nominated agencies as per defined SLAs. The Implementation Agency shall depute quality team for the project and as per requirements VES shall have the right to ask Implementation Agency to change the team.
- iii. Management (Regional Head / VP level officer) of Implementation Agency needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by Implementation Agency in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Implementation Agency shall not remove such personnel without the prior written consent of VES. For any changes to the proposed resources, Implementation Agency shall provide equivalent or more experienced resources in consultation with VES. The penalty applicable for replacement of 'Key Personnel' within the first six months of the contract shall be Rs.25,000 per change in resource. Maximum one replacement is permissible in the first three months.
- v. Except as stated in this clause, nothing in this Agreement will limit the ability of Implementation Agency freely to assign or reassign its employees; provided that Implementation Agency shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. VES shall have the right to review and approve Implementation Agency's plan for any such knowledge transfer. Implementation Agency shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

j. Variations and Further Assurance

- a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in the Agreement or the SLAs.

k. Survivability and Waiver

- i. If any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision within seven working days.
- ii. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or

enforcement of any other right, remedy or provision.

l. Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come in to effect or continue in effect after such expiry or termination.

m. Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Mumbai courts only.

Stamp Duty Payment

(VES and Implementation Agency undertake to registered document at the initial stage to accord legitimate process to the documents)

The stamp duty payable for the contract shall be borne by the Implementation Agency IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

IN WITNESS WHEREOF the Implementation Agency and VES have hereunto set hands and seal of VES has been hereunto affixed.

SIGNED, SEALED AND DELIVERED

By.....

Of.....

In the presence of

1).....

2).....IMPLEMENTING AGENCY

SIGNED, SEALED AND DELIVERED

By.....

In the presence of

1).....

2).....

The Common Seal of the VES of was

Affixed on this.....day of

SEAL

Two Thousand.....in the presence of

1).....

2).....

Attachments to the Agreement:

i. LoA No. VES/____ dated _____ and its subsequent amendments

ii. Purchase Order No. _____ dated _____

iii. Corrigendum Document published by VES subsequent to the bid for this work

iv. Information Memorandum of VES for this work

Annexure V: List of Approved Banks

The Earnest Money Deposit (EMD) / Performance Bank Guarantee (PBG) issued by remote offices of approved Banks beyond Kalyan and Virar can be accepted only if the said EMD / PBG is countersigned by the Manager of a Remote offices of the same Bank within the Mumbai City limit categorically endorsing thereon that the said EMD / PBG is binding on the endorsing Remote offices of the Bank within Mumbai limits and is liable to be enforced against the said Remote offices of the Bank in case of default by the Implementation Agency furnishing the Banker's guarantee.

State Bank of India and its subsidiary Banks		
State Bank of India.		
Nationalized Banks		
Allahabad Bank.	Andhra Bank.	Bank of Baroda.
Bank of India.	Bank of Maharashtra.	Canara Bank.
Central Bank of India.	Corporation Bank.	United Bank of India.
Indian Bank.	Indian Overseas Bank.	Oriental Bank of Commerce.
Punjab National Bank.	Punjab and Sind Bank.	Syndicate Bank.
UCO Bank.	Union Bank of India.	
Other Public Sector Banks		
Industrial Development Bank of India (IDBI)		
Private Sector Banks		
Axis Bank Ltd.	Bank of Rajasthan Ltd.	Catholic Syrian Bank Ltd.
City Union Bank Ltd.	Development Credit Bank Ltd.	Dhanalakshmi Bank Ltd.
Federal Bank Ltd.	HDFC Bank Ltd.	ICICI Bank Ltd.
IndusInd Bank Ltd.	ING Vysya Bank Ltd.	Jammu and Kashmir Bank Ltd.
Karnataka Bank Ltd.	Karur Vysya Bank Ltd.	Kotak Mahindra Bank Ltd
Lakshmi Vilas Bank Ltd.	Nainital Bank Ltd.	Ratnakar Bank Ltd.
SBI Commercial International Bank Ltd.	South Indian Bank Ltd.	Tamil land Mercantile Bank Ltd.
Yes Bank Ltd.		
Scheduled Urban Co-op. Banks Licensed to issue Bankers Guarantee		
Abhyudaya Co-Op. Bank Ltd.	Bassein Catholic Co-Op. Bank Ltd.	Bharat Co-Op. Bank Ltd.
Bombay Mercantile Co-Op. Bank Ltd.	Citizen Credit Co-Op. Bank Ltd.	Dombivli Nagari Sahakari Bank Ltd.
Greater Mumbai Co-Op. Bank Ltd.	Janakalyan Sahakari Bank Ltd.	Janata Sahakari Bank Ltd.
Kalyan Janata Sahakari Bank Ltd.	Kapol Co-Op. Bank Ltd.	Mahanagar Co-Op. Bank Ltd.
Mumbai District Central Co-Op. Bank Ltd.	NKGSB Co-Op. Bank Ltd.	New India Co-Op. Bank Ltd.
Parsik Janata Sahakari Bank Ltd.	Punjab & Maharashtra Co- Op. Bank Ltd.	Rupee Co-Op. Bank Ltd.

Sangli Urban Co-Op. Bank Ltd.	Saraswat Co-Op. Bank Ltd.	Thane Bharat Sahakari Bank Ltd.
Thane Janata Sahakri Bank Ltd.	The Cosmos Co-Op. Bank Ltd.	The Shamrao Vitthal Co-Op. Bank Ltd.
The Zoroastrian Co-Op. Bank.		
State Co-op. Banks		
The Maharashtra State Co- Op. Bank.		
Foreign Banks		
ABN Amro Bank N. V.	Bank of Bahrain and Kuwait BSC.	American Express Banking Corporation.
Antwerp Diamond Bank N. V.	Bank of Tokyo-Mitsubishi Ltd.	Barclays Bank Plc.
Bank of America.	Calyon Bank.	Deutsche Bank.
BNP Paribas.	The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)	J.P. Morgan Chase Bank N.A.
Citi Bank N.A.		Mizuho Corporate Bank Ltd.
DBS Bank Ltd.		
Oman International Bank S.A.O.G.		
Standard Chartered Bank.		

Annexure VI: Non-Disclosure Agreement

(To be submitted on a Rs. 100 Stamp Paper)

This Non-Disclosure Agreement (“Non-Disc”) is made and entered into _____ day of _____ month _____ year (effective date) by and between vivekanand Education Society (“VES”) and _____ (“Implementation Agency”).

Whereas, VES and Implementation Agency have entered into an Agreement (“Agreement”) _____ effective _____ for _____; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, (“CONFIDENTIAL INFORMATION”).

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer and prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, specifications, solar panels, inverters, cables ,other devices related to project and other intellectual property relating to the disclosing party’s data, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the VES’s information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b) The term, “VES” shall include the officers, employees, agents, consultants, contractors and representatives of VES.
- c) The term, “Implementation Agency ” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Implementation Agency , including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Implementation Agency affirms that it shall:

- a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Bids developed by or originating from VES or any of the prospective clients of VES except

as necessary, under prior written intimation from VES, in connection with the Project, and ensure that any such copy is immediately returned to VES even without express demand from VES to do so;

d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and

e) Return to the other party, or destroy, at VES's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) AND/ OR information in electronic form or electronic devices(computer/pen drive or any other devices immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.

f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between VES and Company or the nature of services to be provided by the Implementation Agency to the VES.

3. Onus. Implementation Agency shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4. Exceptions. These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

a) Which is independently developed by Implementation Agency or lawfully received from another source free of restriction and without breach of this Agreement; or

b) After it has become generally available to the public without breach of this Agreement by Implementation Agency ;or

c) Which at the time of disclosure to Implementation Agency was known to such party free of restriction and evidenced by documentation in such party's possession; or

d) Which VES agrees in writing is free of such restrictions.

e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

5. Remedies. Implementation Agency acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Implementation Agency would be a breach of this agreement and may cause immediate and irreparable harm to VES; (b) Implementation Agency affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by VES may be impossible to calculate and remedy fully. Therefore, Implementation Agency acknowledges that in the event of such a breach, VES shall be entitled to specific performance by Implementation Agency of Implementation Agency's obligations contained in this Agreement. In addition Implementation Agency shall indemnify VES of the actual and liquidated damages which may be demanded by VES. Moreover, VES shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Implementation Agency.

6. Need to Know. Implementation Agency shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

7. Intellectual Property Rights Protection. No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

8. No Conflict. The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. Authority. The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10. Dispute Resolution. If any difference or dispute arises between the VES and the Implementation Agency in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to VES or any person appointed by VES.

a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and amendments thereof.

b) The place of arbitration shall be Mumbai.

c) The arbitrator's award shall be substantiated in writing and binding on the parties.

d) The proceedings of arbitration shall be conducted in English language.

e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

11. Governing Law. This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.

12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

13. Amendments. No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

17. Survival. Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years Implementation Agency shall not solicit or attempt to solicit VES's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to VES with any

employee and/or consultant of the VES who has knowledge of the Confidential Information, without the prior written consent of VES. This section will survive irrespective of the fact whether there exists a commercial relationship between Implementation Agency and VES.

18. Term. Subject to aforesaid section 17, this Agreement shall remain valid up to Years from the “effective date”.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For VES

Name:

Title:

WITNESSES:

- 1.
- 2.

For Implementation Agency

Name:

Title:

WITNESSES:

- 1.
- 2.

Annexure VII: Irrevocable Undertaking

(On ₹500/- stamp paper)

I Shri / Smt. aged, years Indian Inhabitant. Proprietor/
Partner /Director of M/s.....resident at do hereby give Irrevocable
undertaking as under;

1. I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to VES by way of commensurate reduction in prices.
2. I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, VES shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
3. I say that above said irrevocable undertaking is binding upon me / my partners / company / other Directors of the company and also upon my / our legal heirs, assignee, Executor, administrator etc.
4. If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty / punishment or both as per the provisions of GST Act.

Whatever has been stated here in above is true & correct to my / our own knowledge & belief.

Solemnly affirmed a

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me.

Annexure VIII: Minimum Technical Specifications

Sr. No	Category	Specification
1	Solar Panel	144 cell Mono Crystalline (> or = 540Wp Panels) 15Yrs Manufacturers Warranty 25 Yrs Guarantee for 90% Performance
2	Inverter	> or = 10 Years Warranty > 98% efficiency
3	Mounting Structure Material	All Main structure will be GI and with all accessories of Approved grade and non rust material.
4	Earthing Pit	Earthing - as per the provisions of IS:3043-2018
5	Lightning Protection	Lightning protection should be provided as per IS/ IEC 62305.
6	Wiring	Polycab wiring - as per IS 732:2019
7	Civil	Inclusion of all civil work + Water connections and any other additional requirememnts to commission the project
8	O and M	Entirely borne by the Vendor

1. PHOTOVOLTAIC MODULES

1. Technical Specs of Solar PV Modules

- a. PV modules containing 144 cell mono-crystalline ($\geq 540\text{Wp}$ panel) to be used.
- b. The efficiency of the PV modules should be 20% or higher.
- c. The Solar PV modules shall have a positive power tolerance.
- d. Power Output Warranty: PV modules must be warranted for output wattage, which should not be less than 95% at the end of 10 years and 90% at the end of 25 years.
- e. Any damage/rejection should be made good or replaced immediately without any extra cost
- f. The PV modules shall be supplied with the suitable GI frame with all accessories of approved grade and non-rust material.
- g. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided
- h. Any damage/ rejection should be made good or replaced immediately without any extra cost.
- i. The certified Bill of Material (BOM) to be used in the PV Modules should be the same as used during the IEC certification of reference PV Module certified by renowned agency like TUV, UL, etc. The Contractor shall furnish a declaration by module manufacturer providing the certified module BOM and establishing the adherence to certified BOM in manufacturing of all PV modules supplied for the project.
- j. The cells used for module making shall be free from all defects like edge chipping, breakages, printing defects, discoloration of top surface etc. Only Class A solar cells shall be used. The modules shall be uniformly laminated without any lamination defects.
- k. PV Modules used in the grid connected solar power projects shall be registered with BIS and bear the Standard Mark as notified by the Bureau of Indian Standards
- l. The PV modules used in the grid connected solar power projects must qualify to the latest edition of the following IEC or IS qualification test or standards.

Sr No.	Code/Standard	Description
1	IEC 61215	Crystallinesiliconterrestrial photovoltaic (PV) modules – Design qualification and type approval
2	IEC 61701	Salt mist corrosion testing of photovoltaic (PV) modules
3	IEC 61853- Part 1/ IS 16170	Part 1 for Photovoltaic (PV) module performance testing and energy rating. Irradiance and temperature performance measurements and power rating
4	IEC 62716	Photovoltaic (PV) Modules – Ammonia (NH ₃) Corrosion Testing
5	IEC61730 Photovoltaic (PV) Module Safety Qualification –	Modules must qualify to Part 1: Requirements for Construction, Part 2: Requirements for Testing
6	IEC 62804	test methods for detection of PID (potential-induced degradation)
7	IEC 60068	Environmental testing

- m. Implementation Agency to submit the entire above requisite latest test certificates of solar PV modules at the time of Acceptance of LoA.
- n. Implementation Agency must submit valid Construction Data Form (CDF) in support of Bill of Material (BoM).

2. Identification and Traceability Each PV module used in the solar power Project must have the following details tag which must be able to withstand harsh environmental conditions:

3.

- a. Name of the manufacturer of PV Module
- b. Name of the Manufacturer of Solar cells
- c. Month and year of the manufacture (separately for solar cells and module)
- d. Country of origin (separately for solar cells and module)
- e. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 250C)
- f. Wattage, Im, Vm and FF for the module
- g. Unique Serial No. and Model No. of the module
- h. Date and year of obtaining IEC PV module qualification certificate
- i. Name of the test lab issuing IEC certificate
- j. Other relevant information on traceability of solar cells and module as per ISO-9000

3.Required Testing

- a. Factory Acceptance Tests (FAT): The Quality Plan/ test program for the Factory Acceptance Tests (FAT) shall be submitted for approval at least 4 weeks prior to commencing tests. The test report shall be submitted prior to shipment of material.

4. Safe Disposal of Solar PV Modules

The Contractor shall ensure that all Solar PV modules from their plant after their end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

5. Material Warranty

The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for the entire contract duration i.e. 25 years from the date of physical completion.

- 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 If the solar Module(s) fails to conform to this warranty, the Contractor shall repair or replace the solar module(s), at the Authority's sole option or as per the instruction of the Engineer-in- Charge (EIC) and the cost shall be borne by the Contractor

6. Performance Warranty

All photovoltaic modules shall carry a performance warranty of >95% during the first 10 years, and >93% during the next 15 years. Further, module shall at least have performance warranty of > 97% during the first year of installation. Degradation of PV module for first year shall be limited to 3% and shall not be more than 0.7% in any subsequent year. In case the module performance degrades beyond the warranted values, the EPC contractor will have to supply additional capacity of solar PV modules making up for the lost capacity due to additional degradation at its own cost.

- a. The material and performance warranty must be backed by suitable third-party insurance.

7. Transportation, Handling, Storage and Installation

- a. Transportation, handling, storage and installation of modules shall be in accordance with the manufacturer manual so as not to breach warranty conditions. The Standard Operating Procedure (SOP) for the same shall be shared by the Implementation Agency prior to dispatch.
- b. It is required to construct a temporary platform (graded) while keeping the modules at least above the highest flood level. If the Implementation Agency scheduled/ planned to mount the modules immediately after the receipt at site, then the module shall be kept in common storage area with proper arrangement.
- c. The stacked modules, in any case, shall be stacked as per the manufacturer's recommendation only and shall be covered with tarpaulin sheet.

8. Inspection

VES reserves the right to test the Solar PV Modules before the dispatch to confirm their standards to the contract specifications. If required, the pre dispatch testing of the Solar PV Modules shall be done at the manufacturer's place. These tested parameters shall match the IEC/ISI/MNRE/BEE standards. If components of the system are not as per the standards, the entire lot has to be replaced with new components which shall conform to the standards mentioned in the tender at Supplier's cost. VES reserves the right to verify flash test reports of Solar PV modules.

2. POWER CONDITIONING UNIT (PCU)

- a. Power Conditioning Unit (PCU)/ Inverter shall consist of an electronic inverter along with associated control, protection and data logging devices.
- b. Central inverter/ String Inverter of appropriate capacity may be used.

- c. The rated power/nameplate capacity of the inverters shall be the AC output of the inverter at 50 degree.
- d. All PCUs should consist of associated control, protection and data logging devices and remote monitoring hardware and compatible with software used for string level monitoring.
- e. Dimension, weight, cooling arrangement etc. of the PCU shall be indicated by the Contractor. Type (in- door & out-door) of installation also to be indicated.
- f. Contractor has to provide sufficient information about the inverter to be installed at the project site to the satisfaction of the VES before placing the final order for PCUs/Inverters. Service center of the PCU manufacturer must be in India.
- g. The minimum European efficiency of the inverter shall be 98% load as per IEC 61683 standard for measuring efficiency.
- h. The inverters shall have minimum protection to IP 65(Outdoor)/IP 21(indoor) and Protection Class II.
- i. Nuts & bolts and the PCU enclosure shall have to be adequately protected taking into consideration the atmosphere and weather prevailing in the area.
- j. Grid Connectivity: Relevant CERC regulations and grid code as amended and revised from time to time shall be complied. The system shall incorporate a unidirectional inverter and should be designed to supply the AC power to the grid at load end. The power conditioning unit shall adjust the voltage & frequency levels to suit the Grid.
- k. All three phases shall be supervised with respect to rise/fall in programmable threshold values of frequency.
- l. The inverter output shall always follow the grid in terms of voltage and frequency. This shall be achieved by sensing the grid voltage and phase and feeding this information to the feedback loop of the inverter. Thus the control variable then controls the output voltage and frequency of the inverter, so that inverter is always synchronized with the grid.

Operational Requirements for Inverter/ PCU

- a. The PCU must have the feature to work in tandem with other similar PCU's and be able to be successively switched "ON" and "OFF" automatically based on solar radiation variations during the day. Inverters must operate in synergy and intelligently to optimize the generation at all times with minimum losses.
- b. The PCU shall be capable of controlling power factor dynamically. Maximum power point tracker (MPPT) shall be integrated in the power conditioner unit to maximize energy drawn from the Solar PV array. The MPPT should be microprocessor based to minimize power losses. The details of working mechanism of MPPT shall be mentioned by the Bidder in its offer. The MPPT unit shall conform to IEC62093 for design qualification.
- c. The system shall automatically “wake up” in the morning and begin to export power provided there is sufficient solar energy and the grid voltage and frequency is in range.
- d. Basic System Operation (Full Auto Mode): The control system shall continuously monitor the output of the solar power Plant until pre-set value is exceeded & that value to be indicated.
- e. PCU shall have provisions/features to allow interfacing with monitoring software and hardware devices.

Protection against faults for PCU

The PCU shall include appropriate self-protective and self-diagnostic feature to protect itself and the PV array from damage in the event of PCU component failure or from parameters beyond the PCU's safe operating range due to internal or external causes. The self-protective features shall not allow signals from the PCU front panel to cause the PCU to be operated in a manner which may be unsafe or damaging.

Faults due to malfunctioning within the PCU, including commutation failure, shall be cleared by the PCU protective devices. In addition, it shall have following minimum protection against various possible faults.

- a. Grounding Leakage Faults: The PCU shall have the required protection arrangements against grounding leakage faults.
- b. Over Voltage & Current: In addition, over voltage protection shall be provided between positive and negative conductor and earth ground such as Surge Protection Devices (SPD).
- c. Galvanic Isolation: The PCU inverter shall have provision for galvanic isolation with external transformer, if required.
- d. Anti-islanding (Protection against Islanding of grid): The PCU shall have anti- islanding protection. (IEEE 1547/UL 1741/ equivalent BIS standard)
- e. Unequal Phases: The system shall tend to balance unequal phase voltage (with 3- phase systems).
- f. Reactive Power: The output power factor of the PCU should be of suitable range to supply or sink reactive power. The PCU shall have internal protection arrangement against any sustained fault in the feeder line and against lightning in the feeder line.
- g.
- h. Isolation: The PCU shall have provision for input & output isolation. Each solid- state electronic device shall have to be protected to ensure long life as well as smooth functioning of the PCU.
- i. PCU shall have arrangement for adjusting DC input current and should trip against sustainable fault downstream and shall not start till the fault is rectified.
- j. Each solid state electronic device shall have to be protected to ensure long life of the inverter as well as smooth functioning of the inverter.
- k. All inverters/ PCUs shall be three phase using static solid state components. DC lines shall have suitably rated isolators to allow safe start up and shut down of the system. Fuses & Circuit breakers used in the DC lines must be rated suitably.

Standards & Compliances (PCU)

PCU shall confirm to the following standards and appropriately certified by the labs:

IEC 61683	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
EN 50530:2010 with 2013 Amendment 1	Overall efficiency of grid connected photovoltaic Inverters

IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General Requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards- Immunity standard for industrial environments, Harmonics etc.
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards- Emission standard for industrial environments
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters- Test procedure of islanding prevention Measures

IEEE 1547:2003 with 2014 Amendment 1	IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of Temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
CEA Technical Standards for Connectivity to the Grid Regulations 2007 with 2013 Amendment or as amended from time to time.	

The Implementation Agency should select the inverter as per its own system design so as to optimize the power output, however selected inverter must comply with the Technical/functional requirement of Plant as per this Tender Document.

Desired Technical requirements of PCU

Parameter	Specification
Rated AC power	As per design
Maximum input voltage	1000/1500 V
Rated AC output voltage	As per design
Tolerance on rated AC output Voltage	+/-10%

Rated frequency	50 Hz
Operating frequency range	47.5 Hz to 52 Hz
Power factor control range	0.9 lag to 0.9 lead
European efficiency	Minimum 98%
Maximum loss in Sleep Mode	0.05% of rated AC power
Total Harmonic Distortion	Less than 3% at 100% load
Degree of protection	IP 20 (Indoor)/IP 54 (Outdoor)

The rated/ name plate AC capacity of the PCU shall be AC power output of the PCU at 50°C.

Maximum power point tracker (MPPT) shall be integrated in the PCU to maximize energy drawn from the Solar PV array. The MPPT voltage window shall be sufficient enough to accommodate the output voltage of the PV array at extreme temperatures prevailing at site.

The PCU output shall always follow the grid in terms of voltage and frequency. The operating voltage and frequency range of the PCU shall be sufficient enough to accommodate the allowable grid voltage and frequency variations.

Construction:

- a. Power Conditioning Unit (PCU) shall consist of an electronic three phase inverter along with associated control, protection, filtering, measurement and data logging devices.
- b. Every DC input terminal of PCU shall be provided with fuse of appropriate rating. The combined DC feeder shall have suitably rated isolators for safe start up and shut down of the system.
- c. Type-II surge protective device (SPD) conforming to IEC 61643-12 shall be connected between positive/ negative bus and earth.
- d. In case external power supply is required, standalone UPS shall be used to meet auxiliary power requirement of PCU. It shall have a backup storage capacity of 2 hours.
- e. Circuit Breaker of appropriate voltage and current rating shall be provided at the output to isolate the PCU from grid in case of faults.
- f. The PCU shall be tropicalized and the design shall be compatible with conditions prevailing at site. Suitable number of exhaust fan with proper ducting shall be provided for cooling keeping in mind the extreme climatic condition of the site as per the recommendations of OEM to achieve desired performance and life expectancy.
- g. All the conducting parts of the PCU that are not intended to carry current shall be bonded together and connected to dedicated earth pits through protective conductor of appropriate size. DC negative terminal shall be grounded.
- h. PCU front panel shall be provided with LCD/ LED to display all the relevant parameters related to PCU operation and fault conditions. It shall include, but not limited to, the following parameters.
 - DC input power
 - DC input voltage
 - DC input current

- AC output power
- AC output voltage (all the 3 phases and line)
- AC output current (all the 3 phases and line)
- Frequency
- Power Factor

Operating Modes

Operating modes of PCU shall include, but not limited to, the following modes. These operating modes and conditions for transition are indicative only. The Contractor shall provide the detailed flow chart indicating the various operating modes and conditions for transition during detailed engineering.

Standby Mode

The PCU shall continuously monitor the input DC voltage and remain on Standby Mode until it reaches the pre-set value.

MPPT Mode

When the input DC voltage is above the pre-set value and AC grid connection conditions are fulfilled, the PCU shall enter into MPPT mode.

Sleep Mode

When the AC output power/DC input voltage decreases below the pre-set value for pre-set time delay, the PCU shall switch into Sleep Mode.

Protection Features

The PCU shall include appropriate self-protective and self-diagnostic feature to protect itself and the PV array from damage in the event of PCU component failure or from parameters beyond the PCU's safe operating range due to internal or external causes. The self-protective features shall not allow signals from the PCU front panel to cause the PCU to be operated in a manner which may be unsafe or damaging. Faults due to malfunctioning within the PCU, including commutation failure, shall be cleared by the PCU protective devices.

a. The PCU shall provide protection against the following type of faults, among others.

- DC/AC over current
- DC/AC over voltage
- DC reverse polarity
- DC earth fault
- AC under voltage
- AC under frequency/over frequency
- Islanding
- Over temperature
- Lightning surges
- Cooling fan failure
- Auxiliary supply failure

- Grid Support Functions
 - Active power regulation
- b. The PCU shall be able to limit the active power exported to the grid based on the set point provided through PCU front control panel. The PCU shall also be able to automatically the limit the active power after an increase in grid frequency above a pre-set value. The ramp rate shall be adjustable during operation and start-up after fault. The applicability of the requirement shall be as per CEA regulation and compliance.
 - c. Reactive power control: The PCU shall be able to inject /absorb reactive power to/ from the grid based on the set point provided through PCU front control panel. The same shall be performed automatically with adjustable ramp rate based on dynamic changes in grid voltage or reactive power reference.
 - d. Voltage Ride Through: The PCU shall remain connected to the grid during temporary dip or rise in grid voltage as per the LVRT and HVRT requirements of CEA Technical Standards for Connectivity to the Grid Regulations. The PCU shall also be able to inject reactive power during the period of voltage dip.

Test Certificates/Reports

All the test certificates as per the standards mentioned above shall be submitted for approval. The tests should have been conducted at a test laboratory compliant with ISO 17025 for testing and calibration and accredited by an ILAC member signatory. Laboratory accreditation certificate or web link along with scope of accreditation shall also be submitted. It is the responsibility of the Contractor to substantiate the compliance for CEA Regulations using test reports.

Warranty

The complete Power Conditioning Unit shall be warranted for minimum of 5 (five) years against all material/ manufacturing defects and workmanship.

3. CABLES

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

- a. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- b. Temp. Range: -10°C to $+80^{\circ}\text{C}$
- c. Voltage rating 660/1000/1500 V
- d. All cables and connectors used for installation of the solar field must be of solar grade which can withstand harsh environment conditions including high temperatures, UV radiation, rain, humidity, dirt, oil, attack by rodents, moss and microbes for 25 years and voltages as per latest IEC standards. (Note: DC cables being used in solar field should comply with the EN50618 / TUV 2PfG 1169/09.07 or equivalent IS).
- e. Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS/IEC 69947.

- f. For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used. The manufacturer has to use electron beam cross-linking process.
- g. For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multi-stranded flexible copper cables shall be used; Outdoor AC cables shall have a UV-stabilized outer sheath. The insulating material XLPE should be cured by dry curing process.
- h. The insulating material shall be of very high degree of purity. The manufacturer should provide the certification that the XLPE/XLPO has proven track record. The cross linked polyethylene insulation should be such as to retard the development and growth of water trees in the compound.
- i. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam cross- linked XLPO type and black in color
- j. The DC cables from the SPV module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm
- k. Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers
- l. Proper laying of cables have to be ensured in appropriate GI Cable trays, DWC conduit pipes as per site requirement and cables should be suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter. The cables should be laid in a manner that it should not obstruct access, maintenance or impact the aesthetics of the site.
- m. The DC cables from the SPV module array shall run through a UV-stabilized DWC conduit pipe of adequate diameter with a minimum wall thickness of 1.5 mm and meet IEC 60227/IS 694, IEC 60502/IS1554 standards.
- n. All cables and conduit pipes shall be clamped to the structure top, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm.
- o. The minimum DC cable size shall be 4.0 mm² copper; the minimum AC cable size shall be 4.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires
- p. Positive and Negative DC Cable Shall run through separate DWC conduit pipe only (From SPV Module to Inverter). This is to reduce possible fire risk, this is mandatory. DWC conduits should be colour coded accordingly.
- q. Cables with kinks, straightened kinks, or any other apparent defects should not be installed.
- r. While the shortest practicable route should be preferred, the cable route shall generally be aligned with fixed developments such as side walls, roads, foot paths etc. with proper offsets so that future maintenance, identification etc. are rendered easy.
- s. There should be no joints in cables between Inverters and LT Panel.
- t. Cables of each size and type should be drawn from a single lot.

2.All the cables required for the plant shall be provided by the contractor. All cable schedules/ layout drawings shall be approved prior to installation

The total energy loss for the entire solar PV system due to cabling shall not exceed 2.5%.

The size of each type of cable selected shall be based on minimum voltage drop, however, the maximum drop in each segment shall be limited to 2%. The contractor should furnish cable schedule and loss calculations during the design stage validating the same.

4. INVERTER TRANSFORMER Standards and Codes

Inverter transformer, wherever applicable, shall comply with the latest edition of the following standards and codes including amendments

Standard	Description
IS:2026, IEC:60076	Specification of Power Transformers
IS:2099, IEC:60137	Bushings for alternate voltage above 1000 V
IS: 335, IEC 60296	Insulating oil
IS: 3639	Fittings and Accessories for Power Transformers

Technical Requirements

Parameters	Inverter Transformer
VA Rating	As per system requirement and SLD
Voltage Ratio	11 kV/ Inverter output voltage
Duty, Service & Application	Continuous Solar Inverter application and converter Duty (Outdoor)
Winding	As per system design Requirement
Frequency	50 HZ
Nos. of Phase	3
Vector Group & Neutral Earthing	As per system/inverter manufacturer requirement and SLD
Cooling	ONAN
Tap Changer	OCTC, No. of steps shall be as per the SLD and system Requirement
Impedance at 75°C	As per Inverter Manufacturer requirement and SLD
Permissible Temperature rise over an ambient of 50°C (irrespective of tap)	
Top Oil	50°C
Winding	55°C
SC withstand time (thermal)	2 second
Termination	As per system requirement and SLD
Bushing rating, Insulation class (Winding & bushing)	HV side - 12 kV porcelain bushings LV side – 1.1 kV porcelain bushings
Noise level	As per NEMA TR-1

Loading Capability	Continuous operation at rated MVA on any tap with voltage variation of +/-3%, also transformer shall be capable of being loaded in accordance with IEC 60076-7
Flux density	Not to exceed 1.9 Wb/sq.m. at any tap position with combined frequency and voltage variation from rated V/f ratio by 10% corresponding to the tap. Transformer shall also withstand following over fluxing conditions due to combined voltage and frequency fluctuations: <ul style="list-style-type: none"> a. 110% for continuous rating b. 125% for at least one minute c. 140% for at least five seconds. Bidder shall furnish over d. fluxing characteristic up to 150%
Air Clearance	As per CBIP
* Single Line Diagram (SLD) will be finalized during detailed engineering.	

List of preferred manufacturers

For Solar panels	For Inverters
Renewys	Powerone
Nevitas	Abb
Novasys	Soils
Waaree	Sungrow

**Indemnity Bond to be executed by The Contractor for The Removal / Disposal of
Scrap/Disposal of Surplus Material**

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY BOND

This INDEMNITY BOND executed this day of 2022 by(Name of Bidder)....., a Company registered under the Companies Act, 1956/2013 having its registered office(s) at(Office Address)....., hereinafter called the Indemnifier(s)/ Implementation Agency (ies) (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, administrators, assigns and executors).

IN FAVOUR OF

Vivekanand Education Society, Trust office, 1st floor, Sindhi society, Chembur, Mumbai – 400071.

(Hereinafter referred to as “the Authority”)

1. The Authority has awarded the Implementation Agency , the contract for execution of work (“Scope of Work”) as mentioned in the contract agreement datedentered into between the Authority and the Contractor, relating to(Name & Address of Project/Station)..... (Hereinafter called ‘theProject’).
2. The Indemnifier for the purpose of execution of its Scope of Work had from time to time procured and stored(Details of Material)..... at the Project Site.
3. After completion of the Scope of Work by the Indemnifier, it has been identified that scrap (Details of Scrap Material & its Quantity).....and/or surplus (Details of Surplus Material & its Quantity)..... belonging to Indemnifier is lying at the said Project Site.
4. Now, the scrap (Details of Scrap Material & its Quantity)..... and/or surplus (Details of Surplus Material & its Quantity)..... Belonging to the Indemnifier, requires to be removed by Indemnifier from the Project Site.

NOW THEREFORE THIS INDEMNITY BOND WITNESSETH AS UNDER:

1. That Indemnifier by way of this indemnity requests the Authority to issue approval infavour of Indemnifier for removal of scrap (Details of Scrap Material & its Quantity) and/or surplus(Details of Surplus Material & its Quantity) belonging to the Indemnifier, from the project site .
2. That the Indemnifier shall ensure clearing of its scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity)... by itself, as aforesaid.
3. That Indemnifier in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify the Authority and keep the Authority indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by the Authority by reason of the issue of necessary approval by the Authority and permitting

Indemnifier to remove scrap(Details of Scrap Material & its Quantity).....and/or surplus.....(Details of Surplus Material & its Quantity).....belonging to Indemnifier, from the project site.

4. That Indemnifier undertakes to indemnify and keep the Authority harmless from any act of omission or negligence on the part of the Implementation Agency in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to Indemnifier, from the Project Site aforesaid, by the Indemnifier. Further, in case the laws require the Authority to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the Indemnifier, the same shall be obtained by the Indemnifier on behalf of VES

IN WITNESS WHEREOF, the Indemnifier, through its authorized representative, has executed these presents on the Day, Month and Year first mentioned above at

.....(Name of the Place).....

Witness:

Indemnifier (Authorised Signatory)

FINANCIAL CAPACITY OF THE BIDDER

ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Average	

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
Current Assets	
Current Liabilities	
Working Capital (Current Assets- Current liabilities)	
Net Worth	

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Implementation Agency)

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth (the “Net worth”) shall means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium 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.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year
5. The Bidder shall also provide the name and address of the Bankers of the Bidder to the Authority.
6. The Bidder shall provide an Auditor’s Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth.

POWER OF ATTORNEY FOR BIDDING COMPANY

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

should be in the name of the Bidder)

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of

..... as our true and lawful attorney (hereinafter referred to as “the Attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for(insert details of Tender) in response to the Tender Nodated

..... issued by Vivekanand Education Society (herein after referred to as “the VES”) including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the VES may require us to submit, participate in the pre-bid meeting. The aforesaid Attorney is further authorized for making representations to the VES and providing information/ responses to VES representing us in all matters before VES, and generally dealing with VES in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned Tender.

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

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

IN WITNESS WHEREOF WE,....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature, name, designation and address)of
person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)
Person identified by me/ personally appeared before me/
Attested/
Authenticated*(Notary
to specify as applicable)
(Signature Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:.....

Note:

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

The person authorized under this Power of Attorney, in the case of the Bidding Company/ Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Indian Rupees Five Crores, should be the Managing Director/ Whole Time Director/ Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

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

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the powers of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*
- *Original to be submitted in physical submission.*

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY BOND

THIS INDEMNITY BOND IS made this..... day of 20..... by M/s., a Company registered under the Companies Act, 1956/ having its Registered Office at(hereinafter called as "Contractor" or "Obligor" which expression shall include its successors and assigns) in favour of Vivekanand Education Society, Trust office, 1st floor, Sindhi society, Chembur, Mumbai – 400071. (Hereinafter referred to as VES and its Project at.....hereinafter called "" which expression shall include its authorized representative, successors and assigns) :

WHEREAS VES has awarded to the Contractor a Contract vide its LOA NoDated & Contract Agreementexecuted on _____(hereinafter called the "Contract").

NOW, THEREFORE, this Indemnity Bond witnesseth as follows:

1. That in consideration of Solar Photo Voltaic Plant as mentioned in the Contract, total valued at Rs. (Rupees.....only), valued as a summation of the referred contracts and handed over to the Contractor for the purpose of Performance of the Contract (s), the Contractor hereby undertakes to indemnify and shall keep VES and its authorized representatives, indemnified, for the full value of the Solar Photo Voltaic Plant during the tenure of this contract or its extension if agreed to.
2. Contractor confirms that they are aware of all the contractual obligations regarding payment to all personnel and labours including that of the sub – vendors & sub – contractors of Contractor, involved in this project., as well as various contractual, statutory and non – statutory obligations as per legal requirements and have complied with the obligations to the best of its information and knowledge.
3. Contractor also confirms, that they are in compliance of all the provisions and requirements, including but not limited to, the following acts/ laws/ provisions and other applicable statutory and non-statutory regulations:
 - a. Contract Labor (Regulation & Abolition) Act 1970
 - b. Wages Act 1936
 - c. Minimum Wages Act 1948
 - d. Employer's Liability Act 1938
 - e. Workmen's Compensation Act 1923
 - f. Industrial Dispute Act 1947
 - g. Maturity Benefit Act 1961
 - h. Mines Act 1952
 - i. Employees State Insurance Act 1948.
4. Contractor, hereby confirms, that in the event any contractual or statutory obligation is found to be deficient in compliance or found non-complied with by the Contractor, the Contractor indemnifies VES from liability due to such deficiency or noncompliance and undertakes to take necessary actions to ensure immediate compliance with the same within the permissible time period/extended time period as the case may be.
5. Contractor also confirms, should there be any charges or penalty, of any kind imposed on VES or its authorized parent or subsidiary company, for non-compliance of legal or statutory requirements by the Contractor during the subsistence of the contract, the Contractor agrees to indemnify VES against all damages, libel or suit, in full for the same on raising such a demand by VES and undertakes to pay the same within 30 days from such demand.

6. We do further undertake that this above stated warranty is inclusive of materials and labour.
7. That the Contractor is obliged and shall remain absolutely responsible for the safe O&M/ protection and custody of the Solar Photo Voltaic Project against all risks whatsoever till completion of O&M Contract in accordance with the terms of the Contract. The Contractor undertakes to keep VES harmless against any loss or damage that may be caused to the Solar Photo Voltaic Plant.

IN WITNESS WHEREOF, the Indemnifier, through its authorized representative, has executed these presents on the Day, Month and Year first mentioned above at

.....(Name of the Place).....

Witness:

Indemnifier
(Authorised
Signatory)

**FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL
CAPABILITY OF THE BIDDER**

(To be submitted on the Letter Head of the Chartered Accountant)

Ref. No. _____ Date: _

From: _____ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To,

The Secretary
Vivekanand Education Society
Trust office, 1st floor, Sindhi society,
Chembur, Mumbai – 400071.

Sub: Bid for “Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions
”.

Dear Sir / Madam,

We have verified the Annual Accounts and other relevant records of M/s _____ (Name of the bidder) and certify the following Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

Description	Year _____
	Amount (Currency)
Current Assets	
Current Liabilities	
Working Capital (Current Assets- Current liabilities)	
Net Worth	

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

Name:

Date:

Place:

Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:

Date:

Place:

Format of Letter of Acceptance (LoA)

To,
M/s _____

Sub: Letter of Acceptance for Bid for “Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions”.

In accordance with your financial offer dated _____, we confirm the following:

- a. Capital cost payable by VES: Rs. _____ Cr.
 - b. Solar power generated for VES: Rs _____ per KWh fixed for 15 years from date of commissioning,
 - c. Comprehensive annual maintenance contract: Rs. _____ Lakhs per annum from 16th year to 25th year
- Receipts to be signed in firm’s name by any one of the Trustees**
the date of commissioning.

for the work of Bid for “Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions”.

This Letter of Acceptance (the “LoA”) is issued, in duplicate to you. You have to within 7 (seven) days of the receipt of this LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by you is not received by the stipulated date, VES may, unless it consents in writing to extension of time for submission thereof, withdraw the acceptance of your offer and appropriate the EMD as Damages on account of your failure to acknowledge the LoA.

You are requested to thereafter attend this office for signing the contract agreement in the requisite proforma given in the RFP document, you are also directed to deliver to VES a legal opinion from your legal counsel with respect to your authority to enter into Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of this LoA, which shall be valid to a period as specified in the RFP document.

VES,

Secretary

Mumbai

FORMAT FOR WORK ORDER

Ref: No. _

Date: _____

To,

Successful Bidder:

Name of the successful bidder,
Address of the successful bidder

Sub.: WORK ORDER for “Name of the work”.

Ref.:

i) Tender ref. no. and references of all the correspondences done by the bidder after bidopening.

Dear Sir,

With reference to the above, VES is pleased to accept your bid price and issue this Work Order for the “*Name of the work*”. This LOA is to be read in conjunction with our aforementioned tender and its subsequent amendment/s (if any), which is/are (an) integral part of this WO. Terms and Conditions mentioned in this LOA shall supersede the conflicting terms and conditions mentioned elsewhere in the Tender and/or its amendment/s (if any).

1. Scope of Supplies/ Work, Project Execution And Technical Specifications: As defined in the RFP document.
2. Contract Price {*all-inclusive for the costs/expenses for the scope of supplies/works for finished product, technical specifications, inspection, testing, warranty, maintenance, etc. and of the costs of freight & transportation, loading/unloading, Packaging & Forwarding, transit insurance, handling, for and including transfer to and delivery at site, warehouse, other costs incidental to delivery, levies, duties, custom duties, custom clearance, port charges etc. and inclusive of GST*}.
 - a. Capital cost payable by VES: Rs. _____ Cr.
 - b. Solar power generated for VES: Rs _____ per KWh fixed for 15 years from date of commissioning,
 - c. Comprehensive annual maintenance contract: Rs. _____ Lakhs per annum from 16th year to 25th Year or till life of plant, from date of commissioning.
3. Price Variation: Prices, as in the WO, and till the contract’s validity’s extension (if any), shall remain firm and shall not be subject to any escalation till full contractual assignments’/works’ completion/ execution for the period of the contract.
4. Taxes, Duties & Levies:

The prices/rates are inclusive of cost of finished product which includes the following:

 - a) Packaging and forwarding charges
 - b) Freight and transit insurance charges covering transportation
 - c) Un loading at site/ warehouse
 - d) All applicable duties and taxes except GST (ISGT, CGST, SGST and UGST)
5. Terms of Payment:

Will be same as per the RFP document.

At the time of payment of bills, the income tax, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment. Further, for availing the benefit of lower income tax rates supplied from outside India, bidder shall provide Income Tax Clearance Certificate (ITCC)/ Tax Residency Certificate from concerned tax authorities for claiming lower tax deduction, if any.

If some of the expenditures for the Related Services are to be incurred in India, such expenditures shall be payable in INR.

6. Delivery Locations, Terms, Schedule & Timelines:

Delivery schedule as given below shall be follows:

As mentioned in section V of the RFP document.

7. Contract Agreement:

The Implementation Agency shall submit Contract Agreement on Rs. 100/- denomination stamp paper (two original copies) within 28 days from the date of issuance of WO, to VES for execution. The date of purchase of stamp paper should be after date of WO. The Purpose on stamp paper should be written as Contract Agreement. The instruments shall only be signed only by the authorized signatory.

8. Dispute Resolution:

Will be same as per RFP document

9. Contract Performance Guarantee (CPG):

Will be same as per the RFP document.

10. Service Level Agreement (SLA) / Liquidated Damages (LD):

Will be same as defined in the RFP document.

11. Insurance: The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks & strikes.

12. Transportation, Demurrage Wharf age, Etc.: The supplier is required under the Contract to transport the goods to place of destination defined as “Site”. Transport to such place of destination in India, including insurance, as shall be specified in the Contract, shall be arranged by the Implementation Agency, and the related cost is included in the Contract Price. The supplier is to also ensure compliance to all safety guidelines, rules and regulations, labour laws, etc. The supplier shall indemnify VES for any accident, injury met by its labour, employee or any other person working for them. Any compensation sought by its labour, employee or any other person working for them shall be paid by the supplier as per settlement solely. VES shall have no role to play in this matter.

13. Interchangeability of Product: The supplier is to submit interchangeability certificate for its

product/components supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period, then the improved version of product can be used in warranty/maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer-in-charge at same cost & terms and conditions.

14. Adherence to Specifications: If it is found that the materials supplied/services rendered are not of the right quality or are not in accordance with the Contract-stipulated specifications/scope of work and terms & conditions, or received in damaged and broken conditions, or are not satisfactory owing to any reason, of which VES shall be the sole judge, VES shall be entitled to reject the material so delivered/disregard the services so rendered, cancel the contract and buy the item/material/services from open market / other sources and recover the loss, if any, from the supplier, reserving to ourselves the right to forfeit the SD/CPG furnished by the supplier against the contract. The supplier shall make its own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter, the material will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.

15. Correspondence:

All correspondence related to technical/ commercial terms, etc. related to above work shall be addressed to:

The Secretary, VES, Chembur, Mumbai 400 071.

We request you to return the duplicate copy of this WO, duly signed and stamped by the authorized signatory of your company, within fifteen (15) days of receipt towards acceptance of the WO. If no communication is received by then, it shall be treated as your unconditional acceptance of the WO.

Thanking you,

Yours faithfully,

For & on behalf of VES

ANNEXURE IX

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

Power Purchase Agreement (PPA)

This Power Purchase Agreement (PPA) is executed on _____(date), _____(month), (year) at Mumbai, between The Secretary, Vivekanand Education Society, (hereinafter referred to as "Power Purchaser"),

AND,

_____ a company incorporated under the Companies Act, 1956/2013 having its registered office at _____, Maharashtra, India. (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 selected for "Design, Engineering, Erection, Operation & Maintenance of Grid Connected Roof-Top Solar Power Plant of approximately 400 Kwh (Phase 1) and 210 Kwh (Phase 2) under a 15 year Power Purchase Agreement (PPA), at VES institutions".

b. The Power Producer is engaged in the business of commissioning, operating and maintenance of power plants, including grid connected rooftop power projects.

c. The Power Producer has agreed to install and operate a solar photovoltaic power plant of 400 Kw (Phase 1) and 210 Kw (Phase 2) 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 setforth herein, the Parties hereby agree as below:

Definitions and Interpretation

i. 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 at generation meter level during each calendar month of the Term.

(b) "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.

(c) "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.

(d) "Business Day" means any day other than Sunday or any other day on which banks in Maharashtra are required or authorized by Applicable Law to be closed for business:

(e) "Commercial Operation Date" is the date the net meter is installed at the premises.

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

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

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

(i) "Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer- indemnified Parties, as the context requires.

(j) "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.

(k) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, clean up 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)

(l) "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. The point of calculation of power generated will be the reading shown on the generation meter installed

(m) "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

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

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

(p) "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.

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

(r) "Deemed Generation" means the generation calculated based on average past 12 months generation. The total generation in the past 12 months divided by 12 month period shall give the figure for monthly deemed generation.

(s) "Working Condition" is defined as fully operational condition of the solar System. Power Producer shall do an audit and suggest any Capex required to improve or strengthen the working of the system. The Power Purchaser shall at his discretion give the Power Producer an O & M Contract once the system is handed over at the prevailing market cost.

ii. 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.

Effective Date

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

Terms and Termination

Term

The term of the agreement shall be for a period of 15 Years from the date of signing of the agreement. This is exclusive of the commissioning period of 120 days.

The Term will be automatically extended till the period the Deemed Generation, if any, due to the Power Producer under the purview of this agreement is fully exhausted.

After the Term is expired, the ownership of the System shall be transferred to the Power Purchaser in working condition at Nil value.

The Power Purchaser may, at his discretion, give the Power Producer an O&M Contract once the system is handed over at mutually agreed cost.

Purchase (Buy) 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 the Contract Agreement.

Construction, Installation, Testing and Commissioning of the System.

1. Installation Work

a) 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 400 Kw (Phase 1) and 210 Kw (Phase 2).

d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to 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) Power Producer shall fulfil all obligations undertaken by it under this Agreement

1. System Acceptance Testing

The date the net meter is installed, the Power Producer shall send a notice to Purchaser to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point, post net metering approval, shall be the "Commercial Operation Date"

System Operations

1.The Power Producer as Owner and Operator

The System 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.

Power Producer shall not be responsible for any work done by others on any part of the System 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 contractor's standard rates.

2.Metering

(a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System. The Generation meter shall be the sole metering device to calculate the generation by the system.

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

(c) The Power Producer shall connect the Solar output to the existing system of the Purchaser as per the requirements and guidelines of the energy service provider.

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.

(b) The Purchaser shall ensure that the site is in good condition. Purchaser will not provide/construct any structure within its Premises or around its premises which shall cause shade on 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.

Delivery of Solar Power

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.

2. 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.

Tariff and Payments

1. Consideration

The total system installed by the Power Purchaser is _____. The Power Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System for the relevant month as per the meter readings of the generation meter multiplied by the Tariff.

The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff mentioned in Commercial Bid Format. The net Tariff will be equal to Rs. _____ per kWh. The 'year' considered shall be the financial year which April 1st to 31st March of every year. The tariff would be fixed for the entire tenure of 15 years of this Power Purchase Agreement

2. Invoice

The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") based on the units generated as recorded at the generation meter level commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment for the month gone by.

3. Time of payment

Purchaser shall pay all amounts due hereunder within 7 days after the date of the receipt of the invoice via email or post ("Due Date").

Method of Payment

Purchaser shall make all payments under the Agreement by cheque / demand draft/ electronic funds transfer 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 21% (As per present Govt. of Maharashtra notification no.: ELD215/CR/21/NRG-1 of 13-4-2015), Tax on Sale of Electricity (TOSE) 34.04p/kWh (As per present Govt. of Maharashtra notification no.: VVK-2018/CR-161/ENERGY-1 on 26-12-2018). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

Late Payment Surcharge

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 0.91% 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.

Disputed Payments

In the event that the Purchaser disputes an invoice, it shall give notice of such a dispute in writing within 7 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. At no point shall the purchaser withhold the payment of the Power Producer. 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.

General Covenants

1. Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- (i) 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.
- (ii) 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 monitoring and maintenance of the System throughout the period of this agreement at no additional cost.
- (iii) Technical Standards:** 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.

- (iv) **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 realand personal property.

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:

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: _

Purchaser's Covenants

Purchaser covenants and agrees to the following:

- 1. 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.
- 2. Liens:** Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorney's fees and court costs) incurred in discharging and releasing such Lien.
- 3. Security:** The building has enhanced security of Solar Power System. The Purchaser shall install CCTV system on the premises where solar system is installed. Purchaser will keep the premises locked. In spite of these measures, if any damages to the System take 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, giving statements, insurance claims and any other related activities. Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall be paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause. 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

4. Access: 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.

5. 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 to the personnel visiting the premises.

6. 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.

7. 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

8. Auxiliary Power: The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system,

Representations & Warranties:

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

1. It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
2. It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.
3. It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;
4. The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;
5. There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
6. 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.

Taxes and Governmental Fees

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. 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.

Power Producer Obligations

The Power Producer shall be responsible for all income taxes and GST. 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.

Force Majeure

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 /pandemic, 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.
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.
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). The system in whatever condition shall belong to Power Producer.

Default

Power Producer Defaults and Power Purchaser Remedies

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

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

Failure to achieve Commissioning of the System within the period as defined in the purchase order; and the Power Producer breaches any material term of the Agreement and

1. 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
2. the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

Purchaser's Remedies:

1. If a Power Producer Default described in Section N (I) 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.
2. 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 to avail the services of any other firm / successful bidder.
3. 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.
4. 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.
5. 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.
6. The Power Purchaser may exercise any other remedy it may have at law or equity or under the Agreement.

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**")

1. An Insolvency Event shall have occurred with respect to Purchaser;
2. 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
3. Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer 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 I 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.

Limitations of Liability

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.
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.
3. Not with standing 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

Assignment & Novation

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"). 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.
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"). 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.

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:

(address)

Purchasers address and contact details: Vivekanand Education society.

Address: 1st floor trust building, sindhi society, Chembur Mumbai- 71.

Notice

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

Confidentiality

Confidentiality obligation

1. 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.

2. 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.

Permitted Disclosures

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

1. Becomes publicity available other than through the receiving Party.
2. 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
3. Is independently developed by the receiving Party; or
4. Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

Miscellaneous

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.

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.

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

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.

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.

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.

Governing Law & Jurisdiction

1. This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in Mumbai, India shall have jurisdiction over any action or proceeding arising under the Agreement.
2. 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.

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, shall be finally settled by arbitration.

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 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 Mumbai only.

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 and follow The Arbitration and Conciliation Act, 1996.

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.

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.

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.

Counterparts

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

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.

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.

Insurance

The Power Producer shall maintain at its own costs, throughout the tenure of this Agreement and any extensions thereof, all mandatory insurance coverage for adequate amount under the standard Fire and Perils policy by the Power Producer to perform the services required under 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:

POWER PURCHASER

Signature:

Name:

Designation:

POWER PRODUCER

Signature:

Name:

Designation:

Fraud and Corrupt Practices

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Authority under relevant Clause hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

A. **“corrupt practice”** means

the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

save and except as permitted under the relevant sub clause, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession

Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

B. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

C. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any persons participation or action in the Bidding Process;

D. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

E. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

F. If the VES determines that the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the VES may, after giving 14 days’ notice to the Bidder, terminate the Bidder employment under the Contract and expel him from the Site, and the provisions of relevant Clause shall apply as if such expulsion had been made.

G. Should any employee of the Bidder be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with relevant Clause.

For the purposes of this Sub-Clause:

- i. “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financer staff and employees of other organizations taking or reviewing procurement decisions.
- iii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iv. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- v. “coercive practice” is impairing or harming, or threatening to impair or harm,

Disclaimer

The information contained in this e-tender document or provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the VES, hereafter also referred as “VES” or “Authority “, or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this e-tender and such other terms and conditions subject to which such information is provided.

This Information Memorandum includes statements, which reflect various assumptions and assessments arrived at by the VES in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This e-tender may not be appropriate for all persons, and it is not possible for VES, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-tender. The assumptions, assessments, statements and information contained in this e-tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-tender and obtain independent advice from appropriate sources.

Information provided in this e-tender to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. VES accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed here.

VES, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-tender and any assessment, assumption, statement or information contained therein or deemed to form part of this e-tender or arising in any way with pre-qualification of Bidders for participation in the Bidding Process. VES also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder.

VES has reserve rights for further discussion after the auction to split the order also the reserve theright for negotiation