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# **TENDER DOCUMENT FOR**

**Design, Supply, Installation, Testing, Commissioning, operation and Maintenance (BOOT) of grid connected 100 KWp Solar Power Plant at Facilitation Center for Industrial Plasma Technologies (FCIPT), a division of Institute for Plasma research (IPR), Gandhinagar, Gujarat.**

Name and address of the entity seeking proposal:

Institute for Plasma Research

Bhat, Gandhinagar 382428, Gujarat, India

**Web: [www.ipr.res.in](http://www.ipr.res.in)**

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## **FORMAT OF COVERING LETTER**

Subject: - **Offer in response to tender**

Sir,

We hereby submit our offer in full compliance with terms & conditions of the attached tender. The tender is being submitted in two separate and sealed envelopes namely Part-I & Part-II.

**(Signature of Tenderer with Seal)**

## **PARTICULARS OF THE TENDER**

1 Name of the tender: Design, Supply, Installation, Testing, Commissioning, operation and Maintenance (BOOT), of grid connected 100 KWp Solar Power Plant

2 Quantity: One number Grid connected 100 KWp Solar Power Plant at FCIPT (IPR)

3 Period of contract

1) Execution and completion of works within 2 months from the date of award of tender

2) Supply of power to FCIPT (IPR) and operation and Maintenance for period of 20 years.

4 Amount of Earnest money: Rs. 13,000.00

5 Validity of offer for 3 Months from the date of opening of the technical bid

6 Performance security: Rs. 3,00,000.00

Note:-

1. The tender document can be downloaded from [www.ipr.res.in](http://www.ipr.res.in)

2. Tender document downloaded from the above website will only be considered valid.

## **GENERAL PARTICULARS OF THE TENDERER**

- 1 Name of Tenderer/Firm:
- 2 Postal address:
- 3 E-mail address:
- 4 Telephone, Fax No.:
- 5 Name, designation & contact number of the representative of the tenderer to whom all references shall be made.
- 6 Amount and particulars of the earnest money deposited.
- 7 Name and address of the Indian/foreign collaboration if any.
- 8 Sales Tax Registration no.(Copies of Registration Certificates of trade tax/ sales tax , PAN to be enclosed).
- 9 Has the tenderer/firm ever been debarred by any institution for undertaking any work?
- 10 Any other information attached by the tenderer.

**(Signature of the tenderer with seal)**

## **DECLARATION BY THE TENDERER**

The Tenderer (Hereinafter referred to as Tenderer or Bidder) being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document do hereby declare that:

1. The Tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
2. The Tenderer is fully aware of all the relevant information for proper execution of the proposed work, with respect to the proposed place of works/ site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
3. The Tenderer is capable of executing and completing the work as required in the tender and is financially solvent and sound to execute the tendered work. The Tenderer is sufficiently experienced, have all requisite expertise, knowhow and competent to perform the contract to the satisfaction of Institute for plasma Research (IPR). The Tenderer gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender on award of work.
4. The Tenderer has no collusion with other Tenderers, any employee of IPR or with any other person or firm in the preparation of the tender.
5. The tenderer has not been influenced by any statement or promises by IPR or any of its employees but only by the tender document.
6. The Tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
8. The Tenderer accepts that the earnest money may be absolutely forfeited if the Tenderer fails to sign the contract or to undertake the work within stipulated time.
9. This offer shall remain valid for acceptance for 3 months from the proposed date of opening of the Technical Bid.
10. All the information and the statements submitted with the tender are true.

**(Signature of Tenderer with seal)**

## **INSTRUCTIONS TO TENDERERS**

### **1 Eligible Tenderers**

The Tenderer shall provide sufficient documentary evidences to satisfy the following **eligibility criteria**:

**a) Technical:**

**Bidder should have executed at least one solar power plant of 100 kWp or above capacity of BOOT model solar power system during the last 3 years.**

**Valid proof for such as completion certificates with technical details shall be submitted along with the tender submission.**

**b) Financial: Average audited annual turnover of the Bidder from the solar business for the last two financial years should be at least Rs.1 (one) crore in each financial year. The bidder shall provide the audited balance sheet for the past two years.**

### **2 Important dates related to this tender:**

Date of Tender:	8 <sup>th</sup> June, 2016
Site Inspection/Visit:	9 <sup>th</sup> June – 28 <sup>th</sup> June 2016
Date of submission of Proposals:	29 <sup>th</sup> June, 2016 Time: 1:00 PM
Date of opening Technical Bid:	29 <sup>th</sup> June, 2016 Time: 2:30 PM
Date of opening Financial Bid:	Intimated later to the qualified Tenderer
Validity of quoted tender:	3 months
Issuance of Letter of Intent:	Within the Validity Period

### **3 Earnest and security Money**

3.1 The Tenderer shall furnish earnest money as mentioned in the 'Particulars of Tender' in the form of Demand Draft in favour of "Institute for Plasma Research" from any nationalized/scheduled bank as a part of his tender. Tenders without EMD shall be rejected by IPR as being non-responsive. No interest shall be paid by IPR on the amount of earnest money deposit.

3.2 The earnest money may be forfeited:

- a) If a Tenderer withdraws his tender during the specified period of validity of offer.
- b) If the successful tenderer fails to sign the contract agreement within stipulated period.



The earnest money of the lowest tenderer shall be released at the time of signing of the agreement with IPR.

### **3.3 Performance Security**

The amount of the performance security as mentioned in the 'Payment Terms' shall be forfeited in case of breach of any term or condition by the successful bidder. The successful bidder shall have to deposit security of Rs.3,00,000/- (Rupees Three Lakhs only) in the form of Bank guarantee before issuing the LOI. This amount will be converted as performance security deposit and the performance bank guarantee or security deposit will be refunded at the end of the term of the contract and will not carry any interest.

### **4 Period of Validity of Tender**

Validity of the offer should be 3 months from the date of opening of the Technical bid as mentioned. Tenders without this validity will be rejected.

### **5 Right to Accept/Reject Any or All Tenders**

IPR reserves all the rights to reject any or all the tenders.

### **6 Local Conditions**

6.1 The tenderers are suggested to collect all relevant data regarding the proposed place of work/ site, its local environment, approach road and connectivity, actual prevailing working conditions, availability of required materials and labour and all other information/ data required for proper completion of the proposed work. If required, the tenderer must pre-visit the site before submitting his tender. IPR shall not entertain any request of bidder for clarifications related to such local conditions and shall bear no responsibility in this regard.

6.2 It will be imperative on bidder to have full information of all local conditions and factors which may have any effect on the execution of the works. The bidder shall be deemed to have collected all the relevant information regarding the proposed place of works/ site, its local environment, approach road and connectivity etc. and be well acquainted with actual working and other prevailing conditions.

### **7 Completion Period**

7.1 The total work assigned to the successful bidder shall have to be completed by him within 2 (two) months from the date of award of contract. The work shall have to be completed within time and shall be binding on the successful bidder.

7.2 In case the successful bidder fails to execute the said work or related obligations within stipulated time, IPR will be at liberty to get the work executed from the open market at the

risk and cost of the successful bidder, without calling any tender and without any notice to the successful bidder.

### **8 Liquidated Damages**

If the successful bidder fails to perform the work within the time periods specified in the work orders or within the extended time period if any, IPR shall without prejudice to its other remedies under the contract, deduct from the security deposit/or any bill payments payable to the successful bidder as liquidated damage, a sum equivalent to 1% of the Institute's (IPR) estimated price for each week of delay until actual completion of work up to a maximum deduction of 10%. Once the maximum is reached, IPR may consider termination of the contract.

## **SUBMISSION OF TENDER**

1. The tender must be complete in all, eligibility criteria, technical and commercial parameters and should contain requisite certificates, documents, drawings, informative literature etc. as required in the tender document.
2. The Proposal should be submitted by the Tenderers in sealed envelopes as mentioned below:

Sl:No	Envelop Name	Particulars of Document
1	Envelope super scribed as "Eligibility and Technical proposal (Part-I)"	Particulars of documents (One original, one copy)
2	Envelope super scribed as "Financial proposal (Part-II)"	Particulars of documents (One original, one copy)

The above proposals of Part-I and Part-II shall be enclosed in a sealed envelope and superscribed "Proposal for "Design, Supply, Installation, Testing, Commissioning, operation and Maintenance, of grid connected 100 KWp Solar Power Plant at FCIPT, Institute for Plasma research (IPR), Gandhinagar, Gujarat" and shall be addressed to:

**Institute for Plasma Research**

**Bhat, Gandhinagar 382428, Gujarat, India**

**Attention: Acting Chief Administrative Officer**

**Note:**

1. Tender must positively submitted till the date & time of submission as specified in tender document.
2. Any tender received after the specified date & time of submission will be rejected and returned unopened to the tenderer

## **OPENING OF BIDS**

Envelope(Part-I) of the Bidders shall be opened at date and time mentioned in the Tender Notice in the presence of one representative from each of the Bidders who wish to be present. Tenderers meeting the eligibility criteria and technically acceptable based on the technical specifications will be intimated later on for opening the Part-II (Financial Bid). Name of the Bidder, shall be read out to all the Bidders at the time of opening of Envelope (Part-I) and Envelope (Part-II).

The EMD of Rs.13000.00 should be enclosed in the Envelop (Part-I), the Eligibility and Technical proposal. Tenderer should enclose their commercial terms and conditions if any with the Envelop (Part-I). Envelop (Part-II) should have only Financial Bid.

Note:

1. Tenderer is to ensure compliance of all provisions of the Tender Document and submit their Tender accordingly. Tenders with any deviation to the conditions shall be liable for rejection.
2. All the envelopes shall be sealed properly & shall indicate the Name & address of the Tenderer.
3. The Tender must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Tender document. Each page of the Tender document should be signed & stamped. Tenders with any type of change or modification in any of the terms/ conditions of this document shall be liable for rejection.

## TENDER EVALUATION CRITERION

Sl:No	Criteria	Weightage (%)
1	Minimum Three years of experience in the field of design, supply, install, test, commission, operate & maintaining minimum 100 KWp solar power plant (BOOT Model) and Completion/on going work certificate in respect of similar kind of work	25 (12.5% for 3 years and 25% for 6 years or more on prorata basis between 3-6 years or more)
2	Annualised Unit Tariff	60 (30% for Institute's Estimated Tariff of Rs.6.5 and 60% for half of it or less on prorata basis)
3	Financial impact of buy back option to IPR.	15 (Institute's (IPR) estimated cost of system is Rs. 70 lakhs and 15% for 35 lakhs or less on 6 <sup>th</sup> year and 0% for 50 lakhs or more on 6 <sup>th</sup> year on prorata basis between 35-50 lakhs)

**Note:**

1. Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed formats and related documentary evidence in support of meeting the Eligibility Criteria. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.
2. The bidder should consider the Government subsidy available to them for the financial proposal.
3. The Boot Period Must be Not More Than 20 Years (Twenty Years only)
4. After BOOT Period Bidder Shall Transfer the systems in good conditions and enter an agreement with IPR for maintenance of balance life time of 5 years and on mutually agreed terms and conditions
5. The Depreciation rate is to be taken as 6.50 % on straight line basis Per Year

## **DETAILS OF THE SOPE OF WORKS**

### **Part I GENERAL TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**

#### **The scope of work involves the following:**

The Scope of the work includes design, supply, installation, commissioning, operation and maintenance of the solar plant having capacity of 100 KW at FCIPT (IPR). The successful bidder shall sell the power generated from the solar plant to IPR. Tenderer shall design, supply, install, commission and operate & maintain the complete Solar Power System as per agreed terms.

Selected tenderer has to set up and commission solar plant within 2 months from date of award of work. If the tenderer fails to commission the sanctioned project within specified time, penalty as mentioned in the Liquidated Damage would be deducted.

IPR shall offer its rooftop of 1200 m<sup>2</sup> as mentioned in the layout attached for duration of contract period without any charge.

State of the art plant efficiency monitoring and data logging system will be an integral part of the solar power plant. IPR should be able to diagnose & monitor all plant efficiency related parameters.

Metering and grid connectivity of the solar PV system under this scheme would be the responsibility of the tenderer in accordance with the prevailing guidelines of the concerned DISCOM (Torrent Power Ltd). IPR could facilitate connectivity; however the entire responsibility lies with tenderer only.

Monthly billing will be done by tenderer for the number of units consumed by IPR as per the agreed tariff and billing mechanism.

Tenderer shall bear whole project costs such as cost of engineering, procurement, testing & commissioning and maintaining the solar power plant for 20 years.

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

All EPC work including the transportation of material and machinery to and from the project site will be the responsibility of the tenderer.

Tenderer shall bear all risks of loss and damage to any part of the solar power plant due to conditions not on account of IPR.

Tenderer shall give guarantee for minimum number of units to be supplied on annual basis. Guarantee shall be 93% of output for the first 12 years and 85% of output for the next 8 years.

IPR will not be held responsible for not consuming power from the Solar PV plant due to uncontrolled circumstances arising out of fire, extreme weather conditions, floods and other event termed as "Act of God" that are beyond the control of IPR.

Necessary cabling till the consumer end (LT panel) shall be done as per IE rules.

Tenderer will follow all electrical safety norms in installation of solar plant and during operation and maintenance of the plant.

IPR will not be responsible for any clearances and permits from any relevant authority of state of Gujarat or Government of India.

Tenderer shall take permission from Chief Electricity Inspector for setting up the plant.

Tenderer shall take permission from concerned authorities (Local/state/central) if required under any rules and regulations.

Any damage caused to any assets of IPR due to construction activities of the plant thereof will be the responsibility of the tenderer and it will be required to fix the damage as per the specification of IPR or compensate an equivalent amount

Tenderer has to comply with the Environmental, Occupational Health & Safety and Security requirements and has to ensure that adequate measures have been taken from their end for the safe working of their men and machines.

The project progress will be monitored by IPR and the work will be inspected for quality at any time during commissioning or after the completion of the project by officer(s) from IPR.

IPR may depute a technical person(s) from its list of employee for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufacturers facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities.

In case of breach of contract by the tenderer, IPR will have the right to terminate the agreement and remove the assets on a notice period of 3 months.

### **Payment terms**

IPR Engineers or consultants will inspect and certify the completion of the project on satisfactory installation and commissioning of the project. IPR will release the payment within 15 working days after the receipt of acceptable invoice of the monthly assured units generated.

## Part II: TECHNICAL SPECIFICATIONS

The general guidelines on technical and functional specification are given here. Tenderer will evaluate the site and submit the capacity estimation along with the layout. The output of the inverter system is to be connected with the grid at 415V system.

### 1. SOLAR PHOTOVOLTAIC MODULES

a. The total Solar PV minimum array capacity should not be less than 100KWp and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. The module type must be qualified as per IEC 61215 latest edition. SPV module conversion efficiency should be equal to or greater than 15% under STC and AM 1.5 radiations. Modules must qualify to IEC 61730 Part I and II for safety qualification testing. Certificate for module qualification from IEC or equivalent to be submitted as part of the bid offer.

b. The PV module shall perform satisfactorily in humidity up to 100% with temperature between 0°C to + 55°C. Since the modules would be used in a high voltage circuit, the high voltage insulation test shall be carried out on each module and a test certificate to that effect must be provided.

c. The predicted electrical degradation at the end of the period of 12 years shall not be more than seven (7) per cent of the full rated original output.& for remaining period of next 8 year shall not be more than fifteen (15%) percent of full rated output.

d. Manufacturers / suppliers should confirm that they are supplying PV module using a RF identification tag (RFID), which must contain the following information. The RFID can be inside or outside the module laminate, but must be able to withstand harsh environmental conditions.

(i) Name of the manufacturer of PV Module

(ii) Name of the Manufacturer of Solar cells

(iii) Month and year of the manufacture (separately for solar cells and module)

(iv) Country of origin (separately for solar cells and module)

(v) I-V curve for the module

(vi) Peak Wattage,  $I_m$ ,  $V_m$  and FF for the module

(vii) Unique Serial No and Model No of the module

(viii) Date and year of obtaining IEC PV module qualification certificate

(ix) Name of the test lab issuing IEC certificate



(x) Other relevant information on traceability of solar cells and module as per ISO 9000 series.

e. Other general requirement for the PV modules and subsystems shall be the following:

i. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary more than 3 (three) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.

ii. Except where specified, the front module surface shall consist of impact resistant, low-iron and high-transmission toughened glass.

iii. The module frame, if any, shall be made of a corrosion-resistant material which shall be electrolytically compatible with the structural material used for mounting the modules.

iv. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP65 rated.

## 2. MOUNTING STRUCTURE AND GENERAL ARRANGEMENT

a. Suitable number of PV panel structures shall be provided. Structures shall be non-penetrate with roof. Roof water proofing should not be damaged by the installation of PV panel structure. Suitable method and arrangement of structures to be selected to avoid roof damage and the same should be got approved from competent authority of IPR. The vendor is responsible to rectify damages if any during the installation of PV panels.

b. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Galvanizing should meet ASTM A-123 hot dipped galvanizing or equivalent which provides at least spraying thickness of 70 microns on steel as per IS5905, if steel frame is used. Aluminium frame structures with adequate strength and in accordance with relevant BIS/international standards can also be used.

c. Structures shall be supplied complete with all members to be compatible for allowing easy installation at the rooftop site.

d. The structure should be capable of withstanding a wind load of 150 km/hr after installation.

e. The structures shall be designed for simple mechanical and electrical installation. There shall be no welding requirement or complex machinery at the installation site.

f. The supplier/developer shall specify installation details of the PV modules and the support structures with appropriate diagrams and drawings. Such details shall include, but not limited to, the following:

- i) Determination of true south at the site;
- ii) Array tilt angle to the horizontal;
- iii) Details with drawings for fixing the modules;
- iv) Structure installation details and drawings;
- v) Electrical grounding (earthing);
- vi) Inter-panel/Inter-row distances with allowed tolerances;
- vii) Safety precautions to be taken.

### 3. JUNCTION BOXES (JBs)

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

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

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

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

### 4. DC DISTRIBUTION BOARD

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

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

## 5. AC DISTRIBUTION PANEL BOARD

AC Distribution Panel Board (DPB) shall control the AC power from inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar to be carried out and complete equipment along with metering to be installed in the ACDB. Requirement/specifications of ACDB may be changed as per site conditions. An ACDB to be provided at the cable terminating point emanating from inverter for interconnection control of dedicated electrical loads. All switches at the, circuit breakers, connectors should confirm to IEC 0947, part I, II and III.

## 6. INVERTER

The Inverter continuous power rating shall be above 80% of the total Array Capacity.

Inverter: Technical data sheet:-

The inverter shall continuously control the utility interface within the stipulated range:-

On three Phase side:-

Output voltage 415(+12.5-20%) VAC

Frequency 50HZ (+3 HZ, -3 HZ)

Maximum current ripple 4% PP

Reactive Power 0.95 inductive to 0.95 capacitive

## 7. Disconnection, Islanding and automatic reconnection after the grid failure is restored

INVERTER shall have facility to reconnect the inverter automatically to the grid following restoration of grid, subsequent to grid failure condition. The system should have integrated system control and software for plant control and remote communication with web monitoring to monitor individual strings and complete power plant from Inverter.

## 8. INVERTER Detailed Specifications

The Inverter required of should convert DC power produced by SPV modules, in to AC power and adjust the voltage & frequency levels to suit the local grid conditions. The inverter shall interconnect and feed power to the LT power supply of the building and also shall have the provision to power critical loads.

Common Technical Specification:

Control Type : Voltage source, microprocessor assisted, output regulation

Output voltage : 3 phase, 415 V ac ( +12.5 %, - 20 % V ac)

Frequency : 50 Hz ( -6 Hz, +5 Hz)

Dc link voltage range : 0 to 1000 V

Total Harmonic Distortion : less than 3%

Inverter efficiency : 98.2 % and above at full load,

Other important Features/Protections required in the INVERTER

Automatic morning wake-up and nightly shutdown

Mains (Grid) over-under voltage and frequency protection

Fool proof protection against ISLANDING.

Array ground fault detection.

LCD and piezoelectric keypad operator interface Menu driven

Automatic fault conditions reset for all parameters like voltage, frequency and/or black out.

MOV type surge arresters on AC and DC terminals for over voltage protection from lightning-induced surges.

INVERTER should be rated to operate at 0 –55 deg. Centigrade unless provision for air conditioning is included in INVERTER

All parameters should be accessible through an industry standard communication link.

The INVERTER shall be self-commuted and shall utilize a circuit topology and components suitable for meeting the specifications listed above at high conversion efficiency and with high reliability. The Inverter shall give the preference to feed the Loads from Solar Energy being produced and shall draw the additional power from mains to meet the load requirements in the case load is more than solar energy being produced. Conversely it should feed the solar power to the Grid if the load is less than the solar energy generated. The inverter shall also have the ability for automatic starting, transfer and no-break transfer to an optional generator for extended grid failure periods.

Since the INVERTER is to be used in solar photo voltaic energy system, it should have high operational efficiency.

In INVERTER there shall be a direct current isolation provided at the output by means of a suitable isolating transformer.

The INVERTER output shall be 415 VAC, 50 Hz 3 phase,

The INVERTER shall be capable of operating in parallel with the grid utility service and shall be capable of interrupting line-to-line fault currents and line-to ground fault currents.

The INVERTER shall be able to withstand an unbalanced output load to the extent of 30%

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

The INVERTER shall go to shut down/standby mode, with its contacts open, under the following conditions before attempting an automatic restart after an appropriate time delay; in sufficient solar power output.

a) Insufficient Solar Power Input.

When the power available from the PV array is insufficient to supply the losses of the INVERTER, the INVERTER shall go to a standby/shutdown mode. The INVERTER control shall prevent excessive cycling during rightly shut down or extended periods of insufficient solar radiation.

b) Utility-Grid Over or Under Voltage

The INVERTER shall restart after an over or under voltage shutdown when the utility grid voltage has returned to within limits for a minimum of two minutes.

c) Utility-Grid Over or Under Frequency

The INVERTER shall restart after an over or under frequency shutdown when the utility grid voltage has returned to the within limits for minimum of two minutes.

The INVERTER generated harmonics measures at the point of connection to the utility services when operating at the rated power shall not exceed a total harmonic current distortion of 4 percent, a single frequency current distortion of 4 percent and single frequency voltage distortion of 1 percent, when the first through the fiftieth integer harmonics of 50 Hz are considered.

The INVERTER Power factor at the point of utility service connection shall be 0.95 lagging or leading when operating at above 25 percent of the rated output, but may be less than 0.95 lagging below 25 percent of the rated output.

The high voltage and power circuits of the INVERTER shall be separated from the low-voltage and control circuits. The internal copper wiring of the INVERTER shall have flame resistant insulation. Use of PVC is not acceptable. All conductors shall be made of standard copper.

The INVERTER shall withstand a high voltage test of 2000 Vrms, between either the input or the output terminals and the cabinet (chassis).

Full protection against accidental open circuit and reverse polarity at the input shall be provided.

The INVERTER shall not produce Electromagnetic Interference (EMI) which may cause malfunctioning of electronic and electrical instruments including communication equipment, which are located within the facility in which the INVERTER is housed.

The INVERTER shall have an appropriate display on the front panel to display the instantaneous AC power output and the DC voltage, current and power input. Each of these measurement displays shall have an accuracy of 1 percent of full scale or better. The display shall be visible from outside the INVERTER enclosure. Operational status of the INVERTER, alarms, trouble indicators and ac and the dc disconnect switch positions shall also be communicated by appropriate messages or indicator lights on the front cover of the INVERTER enclosure.

#### 9. INTEGRATION OF PV POWER WITH GRID:

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

#### 10. DATA ACQUISITION SYSTEM / PLANT MONITORING

This unit should perform the following:

Individual Array monitoring

Measurement and/or recording of energy parameters.

Simple data logger or energy meter to record the energy data on a predetermined interval basis.

Measurement & continuous acquisition of ambient air temperature, solar radiation, PV module temperature, individual string current, inverter output voltage and current, output frequency

Operating state monitoring and failure indication.

Representation of monitored data's in graphics mode or in tabulation mode.

Controlling & monitoring the entire power system through remote a local terminal.

Necessary hardware & software shall have to be supplied by the successful bidder. Both the software and hardware required for interfacing the plant including modems, Printers, UPS, Cellular device are to be supplied and installed by the successful bidder.

Remote control/ Instrumentation: The microprocessor control unit should have the provision for installation of RS – 232/485 communication link, should have control and monitoring capability (by personal computer) be desired. All parameters, status and indicators and targets accessible through the local operator interface may be accessed remotely through these ports. Optional analog outputs (0-5VDC) for AC powers, DC current, DC Voltage can be supplied to interface with external data acquisition systems. Optional contacts inputs from an external SCAD/RTU or other remote control device can be provided within the inverter enclosure for remotely disabling or resetting the unit.

## 11. PROTECTIONS

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

### 12. LIGHTNING PROTECTION

There shall be the required number of suitable lightning arrestors installed in the array field. Lightning protection shall be provided by the use of metal oxide varistors and suitable earthing such that induced transients find an alternate route to earth. Protection shall meet the safety rules as per Indian Electricity Act

### 13. SURGE PROTECTION

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

### 14. EARTHING PROTECTION

Each array structure of the PV yard should be grounded properly. In addition the lightning arrester/masts should also be provided inside the array field. Provision should be kept be provided inside the array field. Provision should be kept for shorting and grounding of the

PV array at the time of maintenance work. All metal casing/shielding of the plant should be thoroughly grounded in accordance with Indian electricity Act./IE Rules.

## 15. GRID ISLANDING

Disconnection of the PV generator in the event of loss of the main grid supply is to be achieved by in built protection within the power conditioner. This may be achieved through rate of change of current, phase angle, unbalanced voltage or reactive load variants. Operation outside the limits of power quality as described in the technical data sheet should cause the power conditioner to disconnect the grid.

In case of the above, tripping time should be less than 0.5 seconds. Response time in case of grid failure due to switch off or failure based shut down should be well within 5 seconds. In case of use of two or more Inverters of total capacity, suitable equipment for synchronising the AC output of both the Inverters to the ACDB/Grid should be provided.

Automatic reconnection after the grid failure is restored

INVERTER shall have facility to reconnect the inverter automatically to the grid following restoration of grid, subsequent to grid failure condition. The system should have integrated system control and software for plant control and remote communication with web monitoring to monitor individual strings and complete power plant from Inverter.

## 16. CABLES

Cabling in the yard and control room: Cabling in the yard shall be carried out as per IE Rules.

Wires: Only FRLS copper wires of appropriate size and of reputed make shall have to be used.

Cables Ends: All connections are to be made through suitable cable/lug/terminals; crimped properly & with use of Cable Glands.

Cable Marking: All cable/wires are to be marked in proper manner by good quality ferule or by other means so that the cable can be easily identified. Any change in cabling schedule/sizes if desired by the bidder/supplier be got approved after citing appropriate reasons. All cable schedules/layout drawings have to be got approved from the purchaser prior to installation. All cable tests and measurement methods should confirm to IEC 60189.

Multi Strand, Annealed high conductivity copper conductor

- PVC type 'A' pressure extruded insulation
- Overall PVC insulation for UV protection and confirm to IEC 69947
- Armoured cable for underground laying



- All cables shall conform to BIS standards (IS 694) and (IS 1554)
- The size of each type of cable selected shall be based on minimum voltage drop, however, the maximum drop shall be limited to 2%
- Selected cable should carry a current density of minimum 1.2Amp/Sq.mm

All electrical cables / wires inside the building to be fixed in Rigid Steel Conduit for wiring inside the building

- Proper laying of cables have to be ensured in appropriate cable trays, pipes / trenches as per site requirement.
- For laying / termination of cables, latest BIS / IEC codes / standards be followed.

#### 17. MISCLENIOUS

- a) Proposed tentative BOM indicating major components shall be submitted
- b) Two copies of engineering, electrical drawings including detailed SLD are to be supplied.
- c) All items against which no make has been mentioned must confirm to ISI standards
- d) For complete electro-mechanical works, tenderers shall supply complete design, details and drawings for approval by IPR before progressing with installation work.

#### 18. TOOLS & TACKLES AND SPARES

After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the successful bidder for maintenance purpose. List of tools and tackles to be supplied by the successful bidder for approval of specifications and make.

#### 19. FIRE EXTINGUISHERS

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

## 20. DRAWINGS & MANUALS:

- a) Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Tenderers shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
- b) Approved ISI and reputed makes for equipment be used.
- c) For complete electro-mechanical works, tenderers shall supply complete design, details and drawings for approval to IPR before progressing with the installation work

## 21. PLANNING AND DESIGNING:

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

## 22. DRAWINGS TO BE FURNISHED BY TENDERER AFTER AWARD OF CONTRACT

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

## TECHNICAL BID

### **Solar modules**

Sl:No	Details regarding	Proposed by tenderer
1	Name of the manufacturer & Make of Solar Module	
2	Type of Solar Cell	
3	Type of Frame Structure (GI/SS)	
4	Enclosed supporting documents if any	
5	Details in case of any deviation from the technical specifications as specified in the tender document.	

### **BoS Items/Component**

Sl:No	Details regarding	Proposed by tenderer
1	Name of the manufacturer & Make of PCU/ Inverter	
2	Name of the manufacturer & Make of Charge Controller	
3	Name of the manufacturer & Make of Switches/Circuit Breaker/ Connectors	
4	Enclosed supporting documents if any	
5	Details in case of any deviation from the technical specifications as specified in the tender document.	

### **Civil structure details if any**

Sl:No	Details regarding	Proposed by tenderer
1		
2		
3		
4		
5		

### **Electrical installation details with modules, plans etc**

Sl:No	Details regarding	Proposed by tenderer
1		
2		
3		
4		
5		

**Any other relevant information**

Sl:No	Details regarding	Proposed by tenderer
1		
2		
3		
4		
5		

**Details of executed projects**

Sl:No	Item	Particulars of the Project
1	Title & nature of the project	
2	Entity for which the project was developed	
3	Location	
4	Project cost (Rs. Crore)	
5	Date of commencement of project	
6	Date of completion/ commissioning	
7	Technology used for the project	
8	Total Units generated from the Project	
9	Whether the project is developed by alone or with consortium etc.	
10	Any other information	

**(Signature of tenderer With Seal)**

### FINANCIAL BID

Sl:No	Name of Work	Qty.	Yearly Unit rate for the power charges (1-20 years)	Amount (in words)
1	Design, Supply, Installation, Testing & Commissioning of grid connected 100 KWp Solar Power Plant	One Unit		

Note: Each bidder shall provide, as a part of its financial proposal the tariff/ charges per unit for a period of twenty years and the same shall be made part of the PPA agreement.

### Buy back option in case of termination

Sl:No	Buy back option for IPR	Year	Amount	Amount (in words)
1	Between 6th Year to 20th Year on year on year basis (Depreciation: 6.5 % per year on straight line basis)	6th year .. .. .. 20th Year		

Certified that:

1- Above rates are in accordance with the all the specifications, various terms, conditions and requirements mentioned in this tender document, to perform the work satisfactorily.

2- The rates are inclusive of all taxes and duties what so ever.

**(Signature of Tenderer with Seal)**

## **LIST OF DOCUMENTS SUBMITTED**

Certified true copy of the following:

1. Certificate of incorporation
2. Memorandum & articles of association
3. Registration certificate.
4. Nature of the firm (Individual/Partnership/Pvt. Ltd/Public Ltd. Co./ Public Sector etc.)
5. Documents related to Joint venture company/ consortium, if applicable.
6. Certificate of registration of establishment issued by the labour department.
7. Copy experience certificate.
8. Copy of customer satisfaction certificates.
9. Copy of completion certificate, if any.
10. Board resolution/authorization letter/ power attorney issued in favour of the authorised signatory, authorizing to represent and sign the proposal/ agreement.
11. Company profile including organogram.
12. Design experience of solar PV system.
13. Years of experience in execution, testing and commissioning of solar power plant.
14. Organisation presence in solar space and details of the technology used for manufacturing.
15. Details regarding timely execution (both in India and abroad) of project and track record.
16. Projects executed in absolute MW year to date with location details.
17. Reference contact details where company has executed solar system and copies of customer satisfaction reports
18. Copies of statutory requirement/ government license

## **DRAFT POWER PURCHASE AGREEMENT**

This POWER PURCHASE AGREEMENT (the 'Agreement') is made and entered in Ahmedabad on this the \_\_\_ day of \_\_\_\_, 2016 (the "Effective Date") by and between:

INSTITUTE FOR PLASMA RESEARCH (IPR), Bhat, Gandhinagar-382428 represented by its \_\_\_\_\_, Mr. \_\_\_\_\_ (hereinafter referred to as the 'IPR', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns); of the FIRST PART

AND

\_\_\_\_\_, a company incorporated under the provisions of the Companies Act, [1956 and having its registered office at \_\_\_\_\_, (hereinafter referred to as the "Developer" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the OTHER PART.

WHEREAS:

A. IPR is committed towards creating, conserving, and ascertaining a safe and clean environment and energy for sustainable development.

B. Pursuant thereto, IPR had accordingly invited proposals by its "Request for Proposal" or "RFP" dated \_\_\_\_\_ prescribed the technical and commercial terms and conditions for selection of Bidders for undertaking development of solar power and/or solar PV power plants in FCIPT(IPR). In this regard, IPR had received proposals from certain bidders including, the Developer there to

C. After evaluation of the Proposal IPR had accepted the bid of the developer for supply of \_\_\_\_\_ kWp of solar power for the consumption of IPR and the Developer has agreed to supply the required solar power to IPR. IPR has issued a Letter of Award dated \_\_\_\_\_ to the Developer.

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

### **ARTICLE 1: DEFINITION AND INTERPRETATION**

#### **1.1 Definitions**

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

#### **1.2 Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires,

a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

b) references to laws of Gujarat, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, Government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

e) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;

f) references to "construction" or "building" or "installation" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "construct" or "build" or "install" shall be construed accordingly;

g) references to "development" include, unless the context otherwise requires, construction, augmentation, up gradation and other activities incidental thereto, and "develop" shall be construed accordingly;

h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

i) any reference to day shall mean a reference to a calendar day;

j) references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Ahmedabad generally open for business;

k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

l) references to any date or period shall mean and include such date, period as may be extended pursuant to this Agreement;



m) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

n) the words importing singular shall include plural and vice versa;

o) references to any gender shall include the other and the neutral gender;

p) "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

q) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

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

s) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of IPR hereunder or pursuant hereto in any manner whatsoever;

t) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;

u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

v) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;

w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss

and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages"); and

x) time shall be of the essence in the performance of the Parties respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Developer to IPR shall be provided free of cost and in three copies, and if IPR is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1 897 shall not apply.

### **1.3 Measurements and arithmetic conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

### **1.4 Priority of agreements, clauses and schedules**

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- a) this Agreement; and
  - b) all other agreements and documents forming part hereof or referred to herein;
- i.e the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to provisions of Clause 1.4.1 in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- d) between any value written in numerals and that in words, the latter shall prevail.

## **ARTICLE 2: SCOPE OF THE PROJECT**

### **2.1 Scope of the Project**

The scope of the Project (the "Scope of the Project") shall mean and include, during the term of this Agreement:

- a) designing, constructing, erecting, testing, commissioning and completing the [Solar PV Project] and supply of Contracted Capacity;
- b) the Developer shall install \_\_\_\_\_ solar panel for the solar project and shall operate, maintain the same for a period of twenty years;
- c) Operation and maintenance of the (Solar PV Project) in accordance with the provisions of this Agreement; and
- d) Performance and fulfilment of all other obligations of the Developer in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Developer under this Agreement.

## **ARTICLE 3: TERM OF AGREEMENT**

### **3.1 Effective Date**

This Agreement shall come into effect from the date of its execution by both the Parties and such date shall be referred to as the Effective Date and shall be valid for a period of twenty (20) years, subject to Article 16. Both the Parties herein have agreed for a lock-in period of five (05) year from the commercial operation of the power project.

### **3.2 Term of Agreement**

This Agreement shall subject to Clauses 3.2, 3.3 and 3.4 be valid for a term commencing from the Effective Date and ending on the Expiry Date ie twenty years from the dated of Effective Date. However, the Parties may, 180 (one hundred eighty) days prior to the Expiry Date, decide to extend the term of this Agreement on mutually agreed terms and conditions.

### **3.3 Early Termination**

3.3.1 This Agreement shall terminate before the Expiry Date if either IPR or Developer terminates the Agreement, pursuant to Article 16 of this Agreement and this clause is subject to 3.1 above. At the end of the term of the agreement, the Developer shall transfer the solar power plant to IPR without any cost. The developer undertakes to execute all the required documents for transferring the power plant to effectuate such transfer.

3.3.2 in the event of early termination of the Agreement, IPR agrees to buy back the solar power plant installed at FCIPT(IPR). The Parties herein have already agreed for the buyback price and the same is mentioned below:

PLEASE INSERT THE DETAILS OF BUYBACK PRICE HERE:

3.3.3 The Developer agrees with IPR that, in the event of early termination and simultaneously upon receipt of the buyback price mentioned above. The developer agrees to clear any loans or other encumbrance, if any, created on the solar power plant installed and agrees to execute all necessary documents for transfer the asset, without any encumbrance to IPR.

### **3.4 Survival**

The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 14 (Force Majeure), Article 16 (Events of Default and Termination), Article 17 (Liability and Indemnification), Article 18 (Governing Law and Dispute Resolution), Article 20 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

## **ARTICLE 4: CONDITION PRECEDENT**

### **4.1 Conditions Precedent**

Save and except as expressly provided in Articles 4, 14 ,18, 20 or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4 (the "Conditions Precedent") by the Developer within \_\_\_\_\_ days from the Effective Date, unless such completion is affected by any Force Majeure event, or if any of the activities is specifically waived in writing by IPR.

### **4.2 Conditions Precedent for the Developer**

The Conditions Precedent are required to be satisfied by the Developer shall be deemed to have been fulfilled when the Developer shall have:

- a) obtained all Consents, Clearances and Permits required for supply/manufacturing of solar power at IPR's premises as per the terms of this Agreement;
- b) make adequate arrangements for water required for the Solar Power Project and submitted the documentary evidence in the form of an approval from the competent state/local authority for the quantity of water required for the power station;
- c) achieved Financial Closure and provided a certificate to IPR from the lead banker to this effect;
- d) made adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at the Delivery Point;
- f) fulfilled Technical Requirements for as per the format provided in Schedule 2 and also provides the documentary evidence for the same; and
- g) delivered to IPR from confirmation, in original, of compliance with the equity lock-in condition set out in 5.2

h) obtain all relevant and required permissions from statutory authority.

4.2.1 Developer shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and IPT shall provide to the Developer all the reasonable cooperation as may be required to the Developer for satisfying the Conditions Precedent.

4.2.2 The Developer shall notify IPR in writing at least once a month on the progress made in satisfying the Conditions Precedent. Developer shall promptly inform the IPR when any Conditions Precedent is satisfied by it.

#### **4.3 Damages for delay by the Developer**

In the event that the Developer does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.2 within the period of 60 days and the delay has not occurred for any reasons attributable to IPR or due to Force Majeure, the Developer shall pay to IPR Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum period of 30 (thirty) days. On expiry of the said 30 (thirty) days, IPR at its discretion may terminate this Agreement.

#### **4.4 Performance Security**

a) For due and punctual performance of its obligations under this Agreement, relating to the Project, the Developer has to furnish to IPR, simultaneously with the execution of this Agreement, an irrevocable bank guarantee from a scheduled /commercial bank acceptable to IPR for an amount of Rs.300,000/- (Rupees three lakh only] ("Performance Security). The Performance Security is furnished to IPR in the form of bank guarantee in favour of IPR as per the format provided and having validity for the entire term of the agreement. The format of the bank guarantee is attached in this document.

##### **b) Appropriation of Performance Security**

Upon occurrence of a Developer Default or failure to meet the Conditions Precedent by the Developer, IPR shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Developer Default or Conditions Precedent. Upon such encashment and appropriation from the Performance Security, the Developer shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Developer shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which IPR shall be entitled to terminate this Agreement in accordance with Article 16.

##### **c) Release of Performance Security**

Subject to other provisions of this Agreement, IPR shall release the Performance Security, if any after 3 (three) months of the expiry of this agreement or early termination. The release of the Performance Security shall be without prejudice to other rights of IPR under this Agreement.

## **ARTICLE 5: OBLIGATION OF THE DEVELOPER**

### **5.1 Obligations of the Developer**

5.1.1 Subject to and on the terms and conditions of this Agreement, the Developer shall at its own cost and expense;

a) procure finance for and undertake the designing, constructing, erecting, testing, commissioning and completing of the Power Project in accordance with the Applicable Law and Grid Code observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder;

b) comply with all Applicable Laws and obtain applicable Consents, Clearances and Permits (including renewals as required) in the performance of its obligations under this Agreement and maintaining all Applicable Permits in full force and effect during the Term of this Agreement;

c) commence supply of power up to the Contracted Capacity to IPR no later than the Scheduled Commissioning Date and continue the supply of power throughout the term of the Agreement;

d) connect the Power Project switchyard with the Interconnection Facilities at the Delivery Point.

e) own the Power Project throughout the Term of Agreement and keep it free and clear of encumbrances, except those expressly permitted under Article 19;

f) Comply with the equity lock-in conditions set out in Clause 5.2; and

g) be responsible for all payments related to any taxes, cesses, duties or levies imposed by the Government Instrumentalities or competent statutory authority on land, equipment, material or works of the project to or on the electricity consumed by the Project or by itself or on the income or assets owned by it.

h) Developer warrants that it will comply with all the warranty conditions of the original equipment manufacturer from the date of acceptance of the equipment by the Developer, conform to the specifications and shall be maintain the solar power plant as per the recommendations of the original equipment manufacturer.

i) Developer warrants and confirms that, at all time during the currency of the Agreement, it shall maintain the solar power plant in accordance with the recommendations.

j) Developer undertakes and confirms that, it shall impart training to IPR's employees related to day today operation and maintenance of solar power plant without any additional cost.

k) The developer shall not cause any damages to the property of IPR during the installation of the solar power plant and also during the operation and maintenance of the same. In the event of any damage caused to property of IPR due to negligence or misconduct of the Developer, the same shall be rectified by the Developer at its own cost and expenses. The Developer confirms that, in the event of adhere to the above; IPR shall have the right to withhold the payment of the Developer until the defect is rectified.

5.1.2 The Developer shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.3 The Developer shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- a) make, or cause to be made, necessary applications to the relevant government agencies with such particulars and details, as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
- b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Power Project;
- c) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;
- d) ensure and procure that the Developer and its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Developer's obligations under this Agreement; and
- e) not do or omit to do any act, deed or thing which may in any manner violate of any of the provisions of this Agreement.

### **5.2 Equity Lock-in Conditions**

a) The Developer having been set up for the sole purpose to exercise the rights and observing and performing its obligations and liabilities under this Agreement, the Developer hereby undertakes and agrees to comply with the following lock-in conditions:

In case the Selected Bidder is a Consortium then,

- (i) Members of the Consortium shall collectively hold at least \_\_\_\_% of subscribed and paid up equity share capital of the Developer at all times until first anniversary of the commercial operations date of the Project.
- (ii) Lead Member shall have \_\_\_% shareholding of the SPV until first anniversary of the commercial operations date of the Project.

or

In case the Selected Bidder is a single entity,

The Selected Bidder shall hold at least \_\_\_\_% (fifty one percent) of subscribed and paid up equity share capital of the Developer, until third anniversary of the commercial operations date of the Project. This condition is applicable only in case the single business entity incorporates an SPV to execute the PPA and implement the Project.

c) In the event of non-compliance of the above, the same shall constitute an event of default by Developer and IPR shall be entitled to terminate this Agreement in accordance with Article 16.

### **5.3 Information regarding Interconnection Facilities**

The Developer shall be required to obtain all information with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection plant and apparatus on the Developer's side of the Delivery Point to enable delivery of electricity at the Delivery Point.

#### **5.4 Connectivity to the grid**

The Developer shall be responsible for power evacuation from the Power Project to the nearest Delivery Point.

#### **5.5 Purchase and sale of Contracted Capacity**

Subject to the terms and conditions of this Agreement, the Developer undertakes to sell only to IPR undertakes to purchase all the powers manufactured and supplied at the Delivery Point corresponding to the Contracted Capacity.

#### **5.6 Extensions of Time**

5.6.1 In the event that the Developer is prevented from performing its obligations under Clause 5.1 by the Scheduled Commissioning Date due to:

- a) any IPR Event of Default; or
- b) Force Majeure Events affecting IPR; or
- c) Force Majeure Events affecting the Developer.

the Scheduled Commissioning Date and the Expiry Date shall be deferred, subject to the limit prescribed in Clause 5.6.2 and Clause 5.6.3 for a reasonable period but not less than 'day for day' basis, to permit the Developer or IPR through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the Developer or IPR, or till such time such Event of Default is rectified by IPR.

5.6.2 In case of extension occurring due to reasons specified in clause 5.6.1(a), any of the dates specified therein can be extended, subject to the condition that the Scheduled Commissioning Date would not be extended by more than 2 months.

5.6.3 In case of extension due to reasons specified in Article 5.6.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of ONE month, any of the Parties may choose to terminate the Agreement as per the provisions of Article 16. If the Parties have not agreed, within 30 (thirty) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred by, any Party may raise the Dispute to be resolved in accordance with Article 18.

5.6.4 As a result of such extension, the Scheduled Commissioning Date and the Expiry Date newly determined shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

#### **5.7 Liquidated Damages for delay in commencement of supply of power to IPR**

5.7.1 If the contractor fails to perform the work within the time periods specified in the work orders or within the extended time period if any, IPR shall without prejudice to its other remedies under the contract, deduct from the contract price/or any payments payable to the contractor as liquidated damage, a sum equivalent to 1% of the price of the Institute's (IPR) estimated price for each week of delay until actual completion of work up to



a maximum deduction of 10%. Once the maximum is reached, IPR may consider termination of the contract.

### **5.8 Acceptance/Performance Test**

Prior to synchronization of the Power Project, the Developer shall be required to get the Project certified for the requisite acceptance/performance test as may be laid down by Central Electricity Authority or Chief Electrical Inspectorate, Government of GUJARAT to carry out testing and certification for the solar power projects. All the result of the performance test shall be made available to IPR. Any suggestion or recommendations by such test report shall be adhered by the Developer and shall furnish proof to IPR.

### **5.9 Third Party Verification**

5.9.1 The Developer shall be further required to provide entry to the site of the Power Project free of all encumbrances at all times during the Term of the Agreement to IPR, its authorised representatives including representatives and a third Party nominated by any IPR or any Governmental Agency for inspection and verification of the works being carried out by the Developer at the site of the Power Project. The Developer shall bear the cost of appointment of Third Party verification.

5.9.2 The third party may verify the construction works/operation of the Power Project being carried out by the Developer and if it is found that the construction works/operation of the Power Project is not as per the Prudent Utility Practices, it may seek clarifications from Developer or require the works to be stopped or to comply with the instructions of such third party.

5.9.3 During the Term of this Agreement, the Developer shall undertake to conduct performance test or the third party verification on a yearly basis at its own cost and expenses and shall comply with the recommendation of such test. The Developers shall share the copies of such report, if any, to IPR.

## **ARTICLE 6: OBLIGATION OF IPR**

### **6.1 Obligations of IPR**

6.1.1 IPR shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 IPR shall make timely payments of Tariff to the Developer as per the procedure set out in Article 12.

6.1.3 IPR shall provide the ROOFTOP for the installation of the solar power plant and the access there to;

6.1.4 IPR agrees to provide support to the Developer and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

a) upon written request from the Developer, and subject to the Developer complying with Applicable Laws, provide reasonable support and assistance to the Developer in procuring

Applicable Permits required from any government agencies for implementation and operation of the Project;

b) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

c) act reasonably, while exercising its discretionary power under this Agreement; and

d) support, cooperate with and facilitate the Developer in the implementation and operation of the Project in accordance with the provisions of this Agreement.

## **ARTICLE 7: REPRESENTATIONS AND WARRANTIES**

### **7.1 Representations and warranties of the Developer**

a) it is duly organised, validly existing and in good standing under the laws of India;

b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;

d) it has the financial standing and capacity to undertake the Project;

e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Developer's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

g) there are no actions, suits, proceedings or investigations pending or to the Developer's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Developer Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;

i) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

j) no representation or warranty by the Developer contained herein or in any other document furnished by it to IPR in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

i) Without prejudice to any express provision contained in this Agreement, the Developer acknowledges that prior to the execution of this Agreement, the Developer has after a complete and careful examination made an independent evaluation of the Project, and the information provided by IPR, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Developer in the course of performance of its obligations hereunder. The Developer also acknowledges and hereby

accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that IPR shall not be liable for the same in any manner whatsoever to the Developer.

j) The Developer or Developers' agents or representatives have visited, inspected, familiar with and satisfied with the premises, its physical condition, roads, access rights, utilities, topographical conditions, except for unusual or unknown surface or subsurface conditions, or unusual or unknown conditions, and have performed all reasonable investigations necessary to determine that the project site is suitable for the construction/modification and installation of the solar power plant, and are familiar with the local and other conditions which may be material to Developers' performance of its obligations under this Agreement.

k) It has the requisite skill, knowledge, experience, expertise, infrastructure and capability to carry out the scope of services and also has trained and experienced persons having requisite skills, knowledge, experience, and expertise to perform the functions, operation and maintenance service, in terms of this Agreement.

## **7.2 Representations and Warranties of IPR**

IPR represents and warrants to the Developer that:

- a) IPR has full power and authority to enter into this Agreement and has taken all necessary action to authorise the execution, delivery and performance of this Agreement; and
- b) This Agreement constitutes IPR's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

## **7.3 Obligation to Notify Change**

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## **ARTICLE 8: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION**

8.1 The Developer shall provide written notice to IPR of the date on which it intends to synchronize the Power Project to the Grid System.

8.2 Subject to Clause 8.1, the Power Project shall be synchronized by the Developer with the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

8.3 The synchronization equipment shall be installed by the Developer at its generation facility of the Power Project at its own cost. The Developer shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned sub-station/Grid System and checking/verification is made by the concerned authorities of the Grid System.

8.4 The Developer shall immediately after each synchronization/inform the sub-station of the Grid System to which the Power Project is electrically connected in accordance with applicable Grid Code.

8.5 The Developer shall commission the Project within 2(TWO) months from the Effective Date.

## **ARTICLE 9: DISPATCH**

### **9.1 Dispatch**

The Power Project shall be required to maintain compliance to the applicable Grid Code requirements and directions, if any.

## **ARTICLE 10: METERING**

### **10.1 Meters**

10.1.1 For installation of meters, meter testing, meter calibration and meter reading and all matters incidental thereto, the Developer and IPR shall follow and be bound by the Applicable Laws including Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

10.1.2 The Developer shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at Developer's side of Delivery Point.

### **10.2 Measurement of Energy**

Measurement of electrical energy shall be done at the Interconnection point or points by the metering system at IPR.

### **10.3 Reporting of Metered Data and Parameters**

10.3.1 The grid connected Solar PV Power Project will install necessary equipment for regular monitoring of solar irradiance (including DNI), ambient air temperature, wind speed and other weather parameters and simultaneously for monitoring of the electric power generated from the plant.

10.3.2 Online arrangement would have to be made by the Developer for submission of above data regularly for the entire period of this Power Purchase Agreement to IPR.

10.3.3 Reports on above parameters on monthly basis shall be submitted by the Developer to IPR for entire period of this Agreement.

## **ARTICLE 11: INSURANCES**

### **11.1 Insurance**

The Developer shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of this Agreement, Insurances against such risks, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements

### **11.2 Application of Insurance Proceeds**

11.2.1 Save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Power Project or any part of the Power

Project shall be first applied to reinstatement, replacement or renewal of such loss or damage.

11.2.2 If a Force Majeure Event renders the Power Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, IPR shall have no claim on such proceeds of such Insurance.

### **11.3 Effect on liability of IPR**

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

## **ARTICLE 12: APPLICABLE TARIFF**

12.1 The Developer shall be entitled to receive the Tariff of Rs ./kWh of energy supplied by it to IPR in accordance with the terms of this Agreement during the period between COD and the Expiry Date. IPR shall be liable to make the tariff as mentioned below for the period of Term of the Contract:

INSERT THE DETAILS OF TARIFF HERE

### **12.2 Sharing of Clean Development Mechanism (CDM) Benefits**

The Power Project shall be compatible to CDM benefits and all such CDM benefit and the full CDM benefit shall be transferred to IPR and the carbon credit from approved CDM project shall also be transferred to IPR. Further, the Developer shall not claim any current or future green benefits on solar energy supplied to IPR. These benefits include Carbon credits, RECs or any other benefits that would be available in the future.

## **ARTICLE 13: BILLING AND PAYMENT**

### **13.1 General**

13.1.1 On achievement of COD and thereon commencement of supply of power, IPR shall pay to the Developer the monthly Tariff Payments, on or before the Due Date, in accordance with Article 12. All Tariff Payments by IPR shall be in Indian Rupees.

### **13.2 Delivery and Content of Monthly Bills/Supplementary Bills**

13.2.1 The Developer shall issue to IPR a signed monthly bill/Supplementary Bill for the immediately preceding Month between the 5th day upto the 15th day of the next Month. In case the monthly bill/Supplementary Bill for the immediately preceding Month is issued after the 15th day of the next Month, the Due Date for payment of such monthly bill/Supplementary Bill shall be as detailed of Article 13.3.1 below.

13.2.2 Each monthly bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on Energy Accounts issued by any other competent authority which shall be binding on both the Parties. The monthly bill amount shall be the product of the energy metered and the applicable Tariff.

### **13.3 Payment of Monthly Bills**

13.3.1 IPR shall pay the amount payable under the monthly bill/Supplementary Bill by the (fifth) 5th day of the immediately succeeding Month (the Due Date) in which the monthly bill/ Supplementary Bill is issued by the Developer to the IPR to such account of the Developer, as shall have been previously notified by the Developer in accordance with article (c) of Clause 13.3.2 below. In case the monthly bill or any other bill, including a Supplementary Bill is issued after the 15th (fifteenth) day of the next month, the Due Date for payment would be 5th (fifth) day of the next month to the succeeding Month.

13.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

- a) deductions required by the Law; and
- b) amounts claimed by IPR, if any, from the Developer, through an invoice to be payable by the Developer, and not disputed by the Developer within fifteen (15) days of receipt of the said Invoice and such deduction or set-off shall be made to the extent of the amounts not disputed. It is clarified that IPR shall be entitled to claim any set off or deduction under this Article, after expiry of the said fifteen (15) Days period.

The Developer shall open a bank account at ..... [Insert name of place] (the "Developer's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by IPR to the Developer, and notify IPR of the details of such account at least 90 (ninety) days before the dispatch of the first monthly bill.

### **13.4 Disputed Bill**

13.4.1 If the IPR does not dispute a Monthly Bill or a Supplementary Bill raised by the Developer by the Due Date, such Bill shall be taken as conclusive subject to reconciliation as per Clause 13.8.

13.4.2 If the IPR disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 75% of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

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

13.4.3 If the Developer agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 13.7.2, the Developer shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess

payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

13.4.4 If the Developer does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 13.7.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (the "Bill Disagreement Notice") to the IPR providing:

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

13.4.5 Upon receipt of the Bill Disagreement Notice by the IPR under Clause 13.7.4, authorized representative(s) of IPR and Developer shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

13.4.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 13.7.4, the matter shall be referred to Dispute resolution in accordance with Article 18.

13.4.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, IPR shall, without prejudice to its right to Dispute, be under an obligation to make payment of 95% of the Disputed Amount in the Monthly Bill.

### **13.5 Quarterly and Annual Reconciliation**

13.5.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

13.5.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Developer and IPR shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the Developer shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 18.

### **13.6 Payment of Supplementary Bill**

13.6.1 Developer may raise a ("Supplementary Bill") for payment on account of:

- a) Adjustments required by the Energy Accounts (if applicable); or

- b) Tariff payment for change in parameters, or
- c) Change in Law as provided in Article 15, or

13.6.2 IPR shall remit all amounts due under a Supplementary Bill raised by the Developer to the Developer's Designated Account by the Due Date. For such payments by IPR, Rebate as applicable to Monthly Bills pursuant to Article 13.5 shall equally apply.

13.6.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 13.4.

## **ARTICLE 14: FORCE MAJEURE**

### **14.1 Definitions**

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

### **14.2 Affected Party**

An Affected Party means IPR or the Developer whose performance has been affected by an event of Force Majeure.

### **14.3 Force Majeure**

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

- a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- c) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Developer or of the Contractors;
- d) any judgment or order of any court of competent jurisdiction or statutory authority made against the Developer in any proceedings for reasons other than (i) failure of the Developer to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Government or
- e) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Developer or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Developer's or any Contractor's inability or failure to comply with any



condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit.

#### **14.4 Force Majeure Exclusions**

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

- a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- b) Delay in the performance of any Contractor, sub-Contractor or their agents ;
- c) Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- d) Strikes at the facilities of the Affected Party;
- e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f) Non-performance caused by, or connected with, the Affected Party's:
  - i. Negligent or intentional acts, errors or omissions;
  - ii. Failure to comply with an Indian Law; or
  - iii. Breach of, or default under this Agreement.

#### **14.5 Notification of Force Majeure Event**

14.5.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than seven (7) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

14.5.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

#### **14.6 Duty to Perform and Duty to Mitigate**

To the extent not prevented by a Force Majeure Event pursuant to Article 14.3, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

#### **14.7 Available Relief for a Force Majeure Event**

Subject to this Article 14:

- a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 5.7.1;
- c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

#### **ARTICLE 15: CHANGE IN LAW**

##### **15.1 Definitions**

In this Article 15, the following terms shall have the following meanings:

15.1.1 "Change in Law" means the occurrence of any of the following events after the Effective Date resulting into any additional recurring/ non-recurring expenditure by the Developer or any income to the Developer:

- a. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- b. a change in the interpretation or application of any law by any Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- c. the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;
- d. a change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the Developer;
- e. any change in tax or introduction of any tax made applicable for supply of power by the Developer as per the terms of this Agreement.

but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Developer, or (ii) any change on account of regulatory measures by the IPR.

##### **15.2 Relief for Change in Law**

15.2.1 The aggrieved Party shall be required to approach the IPR for seeking approval of Change in Law.

15.2.2 The decision of the IPR to acknowledge a Change in Law and the date from which it will become effective, provide relief for the same, shall be final and governing on both the Parties.

## **ARTICLE 16: TERMINATION**

### **16.1 Termination for Developer Default**

16.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Developer fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days, the Developer shall be deemed to be in default of this Agreement (the "Developer Default"), unless the default has occurred solely as a result of any breach of this Agreement by IPR or due to Force Majeure. The defaults referred to herein shall include the following:

- a) The Developer has failed to achieve the COD beyond 120 (hundred and twenty) days of Scheduled Commissioning Date for Power Project for any reason whatsoever;
- b) The condition relating to equity lock-in period specified in Clause 5.2 of this Agreement is not complied with;
- c) the Performance Security has been encashed and appropriated in accordance with Clause 4.4(b) and the Developer fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;
- d) The Developer has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- e) The Developer is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by the Developer within thirty (30) days of receipt of first notice in this regard given by IPR.
- f) The Developer is in material breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days;
- g) Any representation made or warranty given by the Developer under this Agreement is found to be false or misleading;
- h) A resolution has been passed by the shareholders of the Developer for voluntary winding up of the Developer;
- i) Any petition for winding up of the Developer has been admitted and liquidator or provisional liquidator has been appointed or the Developer has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of IPR, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Developer under this Agreement;
- j) A default has occurred under any of the Financing Documents and any of the lenders to the Project has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable; and
- k) The Developer has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 60 days.

## **16.2 Termination for IPR Event of Default**

Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and IPR fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days, IPR shall be deemed to be in default of this Agreement (a "IPR Event of Default"), unless the default has occurred solely as a result of any breach of this Agreement by Developer or due to Force Majeure. The defaults referred to herein shall include the following:

- a) IPR has unreasonably withheld or delayed grant of any approval or permission which the Developer is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;
- b) IPR is in material breach of any of its obligations, under this Agreement and has failed to cure such breach within 45 days of receipt of notice thereof issued by the Developer and which has led to the Project forfeiting the benefits accruing under Applicable Law;
- c) IPR has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- d) Any representation made or warranty given by IPR under this Agreement has been found to be false or misleading.

## **16.3 Procedure for cases of Developer Event of Default**

16.3.1 Upon the occurrence and continuation of any Developer Event of Default under Article 16.1, IPR shall be entitled to terminate this Agreement by issuing a notice stating its intention to terminate this Agreement (IPR Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

16.3.2 Following the issue of a IPR Preliminary Default Notice, the Consultation Period of 45 days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

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

16.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Developer Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, IPR shall terminate this Agreement by giving a written Termination Notice of thirty (30) days to the Developer.

## **16.4 Procedure for cases of IPR Event of Default**

16.4.1 Upon occurrence and continuation of any IPR Event of Default specified in Article 16.2 the Developer shall have the right to deliver to IPR, a Developer Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

16.4.2 Following the issue of a Developer Preliminary Default Notice, the Consultation Period of 45 days or such longer period as the Parties may agree, shall apply and it shall be

the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

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

16.4.4 After a period of seven (7) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or IPR Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the Developer shall be entitled to terminated THE AGREEMENT.

16.5 After a notice of termination under Article 16.1 (Termination for Developer Default), or Article 16.2 (Termination for IPR Event of Default), the Developer shall promptly:

16.5.1 cease all further work, except for such work as may have been instructed by IPR for the protection of life or property or for the safety of the Works;

16.5.2 handover any document, plan, material and other work, for which, the Developer has received payment;

16.5.3 Vacate the FCIPT (IPR) premises after handing over the solar plant;

16.5.4 Following early termination for any reason of this Agreement, the Developer shall at its own cost and expense, promptly execute all such deeds and documents, and do all such matters, acts and things as IPR may from time to time, request in order to give full effect to and secure for IPR the full benefit and of any warranty from third parties procured in accordance herewith.

16.6 After a notice of termination has taken effect, IPR shall promptly pay the Developer, any sums due under this Agreement, after making such deductions which IPR shall be entitled to make, till the date of termination.

## **ARTICLE 17: LIABILITY AND INDEMNIFICATION**

### **17.1 Indemnity**

17.1.1 The Developer shall indemnify, defend and hold IPR harmless against:

a) any and all third party claims against IPR for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the Developer of any of its obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by IPR from third party claims arising by reason of a breach by the Developer of any of its obligations under this Agreement, (provided that this Article 17 shall not apply to such breaches by the Developer, for which specific remedies have been provided for under this Agreement)

17.1.2 IPR shall indemnify, defend and hold the Developer harmless against:

- a) any and all third party claims against the Developer, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by IPR of any of their obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the Developer from third party claims arising by reason of a breach by IPR of any of its obligations.

## **17.2 Procedure for claiming Indemnity**

### **17.2.1 Third party claims**

a) Where the indemnified party is entitled to indemnification from the indemnified party pursuant to Article 17.1.1(a) or 17.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 17.1.1(a) or 17.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The indemnified party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute before the Arbitrator in accordance with Article 18.4; and

ii) the claim amount is not required to be paid/deposited to such third party pending the resolution of the Dispute, the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

b) The Indemnified Party may contest the claim by referring to the Arbitrator for which it is entitled to be Indemnified under Article 17.1.1(a) or 17.1.2(a) and the indemnified party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the indemnified party, which consent shall not be unreasonably withheld or delayed.

An indemnified party may, at its own expense, assume control of the defense of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defense, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

### **17.3 Indemnifiable Losses**

Where an Indemnified Party is entitled to Indemnifiable Losses from the indemnified party pursuant to Article 17.1.1(b) or 17.1.2(b), the Indemnified Party shall promptly notify the indemnified party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 17, such event shall constitute a payment default under Article 16.

#### **17.4 Limitation on Liability**

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

17.4.2 IPR shall have no recourse against any officer, director or shareholder of the Developer or any Affiliate of the Developer or any of its officers, directors or shareholders for such claims excluded under this Article. The Developer shall have no recourse against any officer, director or employees of IPR, or any affiliate of IPR or any of its officers, directors or employees for such claims excluded under this Article.

#### **17.5 Duty to Mitigate**

The Parties shall endeavor to take all reasonable steps so as to mitigate any loss or damage which has occurred under this Article 17.

### **ARTICLE 18: GOVERNING LAW AND DISPUTE RESOLUTION**

#### **18.1 Governing Law**

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

#### **18.2 Amicable Settlement and Dispute Resolution**

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

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

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article (i), furnish:

- a. counter-claim and defenses, if any, regarding the Dispute; and
- b. all written material in support of its defenses and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 18.2, if the other Party does not furnish any counter claim or defense under Article 18.2.1(ii) or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail

to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article.

#### **18.4 Arbitration**

##### **a. Procedure**

Subject to the provisions of Clause 18.2, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The Arbitration Tribunal shall consist of three (3) Arbitrators. Each party shall appoint one Arbitrator within 30 days of the receipt of request for settlement of dispute by Arbitration. The two appointed Arbitrators shall within 30 days of their appointment, appoint a third Arbitrator who shall act as presiding Arbitrator. In case the party fails to appoint an Arbitrator within 30 days from the date of receipt of request or the two appointed Arbitrator fails to agree on third Arbitrator within 30 days of their appointment, the appointment of Arbitrator, as the case may be, shall be made in accordance with the Indian Arbitration and Conciliation Act, 1996.

##### **b. Seat of Arbitration**

The seat of arbitration shall be Ahmedabad but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

##### **c. English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

##### **d. Survival of Termination**

The provisions of this Article shall survive the termination of this Agreement for any reason whatsoever.

##### **e. Majority Decision**

The award shall be of majority decision. If there is no majority, the award will be given by the presiding Arbitrator.

##### **f. Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

#### **18.5 Performance during Dispute**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

### **ARTICLE 19: ASSIGNMENT AND CHARGES**

#### **19.1 Assignments**



This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. Provided that, such consent shall not be withheld if IPR seeks to transfer to any transferee all of its rights and obligations under this Agreement. Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.

## **ARTICLE 20: MISCELLANEOUS**

### **20.1 Interest and Right of Set Off**

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing medium term prime lending rate of State Bank of India per annum from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this Article 20.1 shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

### **20.2 Confidentiality**

20.2.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a. to their professional advisors;
- b. to their officers, Contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c. disclosures required under Law.
- d. without the prior written consent of the other Party.

### **20.3 Waiver of immunity**

Each Party unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction

in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

#### **20.4 Waiver**

20.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

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

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

#### **20.5 Exclusion of implied warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

#### **20.6 Survival**

20.6.1 Termination shall;

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

20.6.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

#### **20.7 Entire Agreement**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of

the Developer arising from the Request for Proposal shall be deemed to form part of this Agreement and treated as such.

#### **20.8 Severability**

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

#### **20.9 No partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

#### **20.10 Third Parties**

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

#### **20.11 Successors and assigns**

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

#### **20.12 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Developer, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Developer may from time to time designate by notice to IPR; provided that notices or other communications to be given to an address outside, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Developer may from time to time designate by notice to IPR;
- b) in the case of IPR, be given by facsimile or e-mail and by letter delivered by and be addressed to the with a copy delivered to IPR Representative or such other person as IPR may from time to time designate by notice to the Developer; provided that if the Developer does not have an office in location it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery, provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

### **20.13 Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **20.14 Counterparts**

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

## **ARTICLE 21: DEFINITIONS**

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

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.

"**Act**" or "Electricity Act, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

"**Affected Party**" shall have the meaning set forth in Clause 14.2.

"**Agreement**" or "Power Purchase Agreement" or "PPA" shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof.

"**Applicable Laws**" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"**Applicable Permits**" means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project Facilities during the subsistence of this Agreement;

"**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"**Bill Dispute Notice**" shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;

"**Business Day**" shall mean with respect to Developer and IPR, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Gujarat;

"**BOOT model**" shall mean where the bidders intend to take a rooftop/sites owned by IPR on mutually agreed terms and conditions from IPR and enters into the PPA with IPR for supply of Solar power for BOOT Period.

"**Capacity Utilization Factor**" or "CUF" shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

"**Change in Law**" shall have the meaning ascribed thereto in Article 15 of this Agreement.

"**CERC**" shall mean the Central Electricity Regulatory Commission of India, constituted under sub - section (1) of Section 76 of the Electricity Act, 2003, or its successors.

"**Central Empowered Committee**" Shall mean the committee formed as per the provisions of the National Solar Mission for selection of solar power developers.

"**Change in Law**" means the occurrence of any of the following after the date of Bid:

(a) the enactment of any new Indian law as applicable to the State;

(b) the repeal, modification or re-enactment of any existing Indian law as applicable to the State;

(c) the commencement of any Indian law, as applicable to the State, which has not entered into effect until the date of Bid;

(d) a change in the interpretation or application of any Indian law, as applicable to the State, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or

(e) any change in the rates of any of the Taxes that have a direct effect on the Project.

"**COD**" or "Commercial Operation Date" Shall mean the actual commissioning date of respective units of the Power Project where upon the Developer starts injecting power from the Power Project to the Delivery Point.

"**Company**" means the Company acting as the Developer under this Agreement;

"**Competent Court of Law**" shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement

"**Conditions Precedent**" shall have the meaning set forth in Clause 4.2.

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

"**Consultation Period**" shall mean the period of 45 days or such other longer period as the Parties may agree, commencing from the date of issuance of a Developer Preliminary Default Notice or IPR Preliminary Default Notice as provided in Article 16 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances.

"**Construction Works**" means all works and things necessary to complete the Project Facilities in accordance with this Agreement;

"**Contracted Capacity**" shall mean 100 kW contracted with IPR for supply by the Developer to IPR at the Delivery Point from the Solar Power Project

"**Contract Year**" shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

(i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

(ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

**"Contractor"** means the person or persons excluding Other Developer, as the case may be, with whom the Developer has entered into any of the EPC Contract, the O&M Contract, or any other agreement or a material contract for construction, operation and/or maintenance of the Project or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Developer.

**"Cure Period"** means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

a. commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

b. not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

provided that if the cure of any breach by the Developer requires any reasonable action by the Developer that must be approved by IPR or the Independent Engineer hereunder, the applicable Cure Period shall be extended by the period taken by IPR or the Independent Engineer to accord their approval;

**"Delivery Point"** shall mean point or points at which power supplied into the IPR's Grid System.

**"Damages"** shall have the meaning set forth in Sub-clause (w) of Clause 1.2.1;

**"Developer"** shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

**"Developer Default"** shall have the meaning set forth in Clause 16.1.1;

**"Dispute"** shall have the meaning set forth in Clause 18.2;

**"Dispute Resolution Procedure"** means the procedure for resolution of Disputes set forth in Article 18;

**"Document" or "Documentation"** means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

**"Due Date"** shall have the same meaning ascribed thereto in Article 13 of this Agreement.

**"Effective Date"** shall mean date of signing of this Agreement;

**"Electricity Laws"** shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission.

**"Emergency"** means a condition or situation that is likely to endanger the security of the individuals on or about the Project Facilities, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

**"Encumbrances"** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Site/Project Facilities.

**"Energy Accounts"** shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof.

"**Events of Default**" shall mean the events as defined in Article 16 of this Agreement.

"**IPR Event of Default**" shall have the meaning set forth in Clause 16.2;

"**Expiry Date**" shall mean the date occurring twenty (20) years from the Commercial Operation Date

"**Financial Closure**" shall mean the execution of all the Financing Agreements required for the Power Project and fulfilment of conditions precedents and waiver, if any, of any of the conditions precedent for the initial draw down of funds there under.

"**Financing Agreement**" shall mean the agreements pursuant to which the Developer has sought financing for the Power Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of IPR.

"**Force Majeure**" or "Force Majeure Event" shall have the meaning ascribed to it in Clause 14.3.1;

"**Gol**" means Government of India.

"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Developer in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"**Government Instrumentality**" means any department, division or sub-division of Government of India or the State Government and includes any commission board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Project Facilities or the performance of all or any of the services or obligations of the Developer under or pursuant to this Agreement;

"**Grid Code**" shall mean the Grid Code specified by the CERC under Clause (h) of Subsection (1) of Section 79 of the Electricity Act, as amended from time to time.

"**Grid System**" means the Interconnection Facilities and any other transmission or distribution facilities through which the Developer supply electricity to IPR

"**Installed Capacity**" shall mean {the name plate capacity of all the units of the Solar Thermal Project reckoned at Generator Terminals or the AC Rating of the Solar PV Project at Delivery Point}.

"**Insurances**" shall mean the insurance cover to be obtained and maintained by the Developer in accordance with Article 11 of this Agreement.

"**Interconnection Facilities**" shall mean the facilities on Developer's side of the Delivery Point for sending and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipments, transformers, relay and switching equipment and protective devices, safety equipment and, subject to Article 10, the Metering System required for supply of power as per the terms of this Agreement.

"**Invoice**" or "Bill" shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties.

"**kWp**" Peak Kilowatts

"**Late Payment Surcharge**" shall have the meaning ascribed thereto in Article 13.4 of this Agreement.

"**Law**" shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by Government.

"**Letter of Credit**" or "LOC" shall have the meaning ascribed thereto in Clause 13.6.1 of this Agreement.

"**LOA**" or "Letter of Acceptance" means the letter of acceptance referred to in Recital (C);

"**Month**" shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month.

"**Material Adverse Effect**" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party.

"**O&M**" means the operation and maintenance of the Project Facilities and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this Agreement;

"**Other Developer**" shall mean all the bidders other than the Single Business Entity/Consortium, declared as Selected Bidder under the RFP and the SPV, if any formed by such Selected Bidders, with whom the Power Purchase Agreements are executed in accordance with the provisions of the RFP to undertake any Project(s) thereunder.

"**Party**" and "Parties" shall have the meaning ascribed thereto in the recital to this Agreement.

"**Payment Security Mechanism**" shall have the meaning ascribed thereto in Article 13.6 of this Agreement.

"**Performance Security**" shall have the meaning set forth in Clause 4.4;

"**Power Project**" shall mean the solar power generation facility of Installed Capacity of ..... [Insert capacity ] MW, located at ..... [Insert name of the place] in .... [Insert name of the District and State];

This includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per this Agreement

"**Preliminary Default Notice**" shall have the meaning ascribed thereto in Article 16 of this Agreement.

"**Project Agreements**" means this Agreement, EPC Contract, O&M Contract and any other agreements or material contracts that may be entered into by the Developer with any person in connection with matters relating to, arising out of or incidental to the Project.

"Prudent Utility Practices" shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment and which practices, methods and standards shall be adjusted as necessary, to take account of:



- a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be incorporated in the Power Project;
- b) the requirements of Indian Law; and the physical conditions at the site of the Power Project

"**Request for Proposals**" or "RFP" shall have the meaning set forth in Recital (B); "RBI" shall mean the Reserve Bank of India.

"**Rebate**" shall have the same meaning as ascribed thereto in Article 13.5 of this Agreement.

"**RLDC**" shall mean the relevant Regional Load Dispatch Centre established under Subsection (1) of Section 27 of the Electricity Act, 2003.

"**Rupees**", "**Rs.**" shall mean Indian rupees, the lawful currency of India.

"**Scope of the Project**" shall have the meaning set forth in Clause 2.1;

"**Scheduled Commissioning Date**" shall mean 2 months from the Effective Date.

"**SLDC**" shall mean the centre established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located.

"**SLDC Charges**" shall mean the charges levied by the SLDC of the state wherein the Solar Power Project is located.

"**Solar Photovoltaic**" or "Solar PV" Shall mean the solar photovoltaic power project that uses sunlight for conversion into electricity and that is being set up by the Developer to provide Solar Power to IPR as per the terms and conditions of this Agreement.

"**Solar Power**" Shall mean power generated from the [Solar Photovoltaic Power Project.]

"**State**" means the State of Gujarat and "State Government" means the government of that State;

"**Tariff**" Shall have the same meaning as provided for in Article 12 of this Agreement.

"**Tariff Payment**" shall mean the payments to be made under Monthly Bills as referred to in Article 13 and the relevant Supplementary Bills.

"**Tax**" means and includes all taxes, fees, cesses, duties (including stamp duties), levies that may be payable by the Developer for execution of the agreement and during the term of this Agreement under Applicable Law;

"**Termination**" means the expiry or termination of this Agreement and the Rights hereunder;

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Term of Agreement**" shall have the meaning ascribed thereto in Article 3 of this Agreement.

"**Tests**" means the tests to be carried out in accordance with the Specifications and Standards or the Maintenance Requirements and as finalised by the Developer in consultation with IPR.

"**Week**" shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday.

IN WITNESSES WHEREOF, the Parties have signed this Agreement on the date, month and year first above written in the presence of the following witnesses:

INSTITUTE FOR PLASMA RESEARCH

DEVELOPER

By  
Name:  
Designation:  
In the presence of:  
Witness:  
Name:  
Address:

By  
Name:  
Designation:  
In the presence of:  
Witness:  
Name:  
Address:

## FORMAT OF PERFORMANCE SECURITY

Performance Guarantee No:

To  
Institute for Plasma Research  
Bhat, Gandhinagar 382428, Gujarat, India

Dear Sirs,

Performance Guarantee No:

Amount of Guarantee: [Guarantee Amount]

Last Date of lodgement of claims: [Claim Expiry Date]

Whereas, ----- (the 'Developer), has received from Institute for Plasma Research (IPR), an order for the performance of certain Services for a total value of Rs. [Please insert] upon the terms set-out in the Power Purchase Agreement between IPR and the Developer (the 'Agreement').

In consideration for IPR entering into the Agreement, and at the request of the Developer, we, [Insert Bank's name], hereby establish this performance guarantee and unconditionally undertake to pay to IPR in India on demand (given in the manner described below) the amount claimed by IPR up to a maximum aggregate amount of \_\_\_\_\_ (Please insert the amount) and whereas, as per the terms of the Agreement, the Developer is required to furnish in favour of IPR an irrevocable and unconditional guarantee from a scheduled commercial bank in India for proper performance of its obligations under the Agreement, which amounts to \_\_\_\_\_ (Please insert the amount) [Guarantee Amount] (hereinafter referred to as "Guarantee (d) Amount").

We, [Insert Bank's name], [Insert Bank Address] (hereinafter referred to as "Bank / Guarantor", which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) do hereby unconditionally undertake to pay IPR, without any reservation or protest, immediately upon first written demand, on or before [Claim Expiry Date], an amount or amounts (by way of one or more claims) not exceeding [Guarantee Amount] against any loss or damage caused to or suffered or would be caused or suffered by IPR by reason of non-fulfilment of any of the Developer's obligations to IPR.

We also guarantee to pay the amount of bills or/and the claims as determined by you against the Developer, in the event of such bills or/and the claims remains unpaid for any reason whatsoever, subject, however, that our liability under this guarantee shall be restricted to an amount not exceeding [Guarantee Amount] and written demand / claim, if any, should be made at our counters on or before [Claim Expiry Date].

We hereby guarantee, indemnify and undertake to pay the Guaranteed Amount or amounts

due and determined by IPR on the first demand without demur and notwithstanding any dispute by (the Developer's name and address).

IPR shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, during its currency, from time to time, to vary any of the terms and conditions of the Agreement, or to extend time of performance by the said Developer, or to postpone for any time, and from time to time, any of the powers exercisable by it against the said Developer, and either to enforce or forbear from enforcing any of the terms and conditions governing the said permission for rendering service, or securities available to IPR, and the said Bank shall not be released from its liability under these presents by any exercise by IPR of any liberty with reference to the matters aforesaid by reason of time being given to the said Developer any other forbearance, act or omission on the part of IPR, or any indulgence by IPR to the said Developer, or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from such liability.

It shall not be necessary for IPR to proceed against the Developer before proceeding against the Bank, and the Guarantee herein contained, shall be enforceable against the Bank, notwithstanding any security, which IPR may have obtained from the Developer at the time when proceedings are taken against the Bank hereunder and are outstanding or unrealized. Neither the Bank nor the Developer will be entitled to assign its rights and/ or obligations hereunder to any other person, except without the prior written consent of IPR. It is however provided that this Bank Guarantee is assignable by IPR in favour of its lenders and the Bank agrees to acknowledge such assignment. For the purpose of this Bank Guarantee, Lenders shall mean the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to provide finance to IPR.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency, except with the previous written consent of IPR, and agree that, any change in the constitution of the said Developer or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required, the same may be extended to such required periods, at our sole discretion, on receiving instructions from (the Developer's Name and address) on whose behalf this Guarantee is issued.

All disputes in the matter will be settled in the Court of competent jurisdiction of Ahmedabad, India

Notwithstanding anything contained herein:

- a) Our liability under this Guarantee is limited to a maximum of [Guarantee Amount]; and
- b) The Guarantee is valid and will be in force up to [Expiry Date] and we are liable to pay any part of Guarantee Amount, if and only if, the claim is lodged latest by [Claim Expiry Date]; and
- c) We will be discharged from all our liabilities under this Guarantee unless any written claim under Guarantee is lodged by [Claim Expiry Date].

Our liability pursuant to this Guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by [Insert Bank's name & Address], delivered by hand, courier or registered post, prior to close of banking business hours on [Claim Expiry Date], failing which all rights under this guarantee shall be forfeited and [Insert Bank's name], shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Ahmedabad shall have exclusive jurisdiction.

All claims under this guarantee will be made payable at [Insert Bank's name & Address].  
For and on behalf of (the Bank)

Signature  
Name & Designation

\_\_\_\_\_

Authorisation No. \_\_\_\_\_

Name & Place \_\_\_\_\_

Bank Seal \_\_\_\_\_

The above guarantee is accepted by the

Dated at \_\_\_\_\_ on \_\_\_\_\_

