

## MAHARAJA AGRASEM MEDICAL COLLEGE, AGROHA (HISAR)

---

### E-Tender Notice

E- Tender is invited for Power Purchase Agreement (PPA) for 1MWp Grid connected Roof Top Solar PV Power System for 25 years including design, manufacture, supply, erection, testing, commissioning, warranty, operation & maintenance in Maharaja Agrasen Medical College, Agroha (Hisar) on the rate per KWH (unit). Details may be seen at <https://etenders.hry.nic.in/nicgep/app> or [www.mamc.edu.in](http://www.mamc.edu.in)

(Tender ID:- 2021\_HRY\_155422\_1

S/d

Director Admin

# MAHARAJA AGRASEN MEDICAL COLLEGE, AGROHA (HISAR)

## TENDER DOCUMENT

Ref. No. Tender/2021/Solar Plant 1MWp

1	<b>Name of Work</b>	Power Purchase Agreement (PPA) for 1MWp Grid connected Roof Top Solar PV Power System for 25 years including design, manufacture, supply, erection, testing, commissioning, warranty, operation & maintenance in Maharaja Agrasen Medical College, Agroha on the rate per KWH (unit)
2	<b>Period of Work</b>	300 Days
3	<b>Estimated Cost</b>	Rs.5.0 Crore (Rs.Five Crore only) invested by the Power Producer (firm), Institute will purchase power from the firm as per rate contract per KWH(unit)
4	<b>Cost of Tender Documents</b>	Rs. 20000/- (Rs. Twenty thousand only) Non-Refundable (payment online)
5	<b>Earnest money to be deposited</b>	Rs.10.00 lakh (Rs. Ten lakh only) refundable (payment online)
6	<b>Last Date &amp;Time for submission of Tender</b>	28.01.2021
7	<b>Date of opening of Technical Bids</b>	29.01.2021
8	<b>Copy of NIT detailed below</b>	1 to 37
9	<b>Annexure-A</b>	Rate quoting sheet
10	<b>Annexure-B</b>	Pre-qualifying requirements of tender
11	<b>Annexure-C</b>	General Conditions:-
12	<b>Annexure-D</b>	General Instructions for Tenderers
13	<b>Annexure-E</b>	Agreement
14	Notice Inviting E-Tender is available at official website of M.A.M.C., Agroha i.e. <a href="http://www.mamc.edu.in">www.mamc.edu.in</a>	

Sign. with seal of Contractor

Director

## ANNEXURE-A

### RATE QUOTING SHEET

Sr. No.	Description of Work	Rates to be Quoted (inclusive all type of taxes)			
		Unit	Qty.	Rate in figure per KWH (unit)	Rate in word per KWH (unit)
1	Power Purchase Agreement (PPA) for 1MWp Grid connected Roof Top Solar PV Power System for 25 years including design, manufacture, supply, erection, testing, commissioning, warranty, operation & maintenance in Maharaja Agrasen Medical College, Agroha on the <b>rate per KWH (unit)</b>	KWH	One unit		

**Note:-** The rates of the power per KWH (unit) shall be included all type of taxes/fees livable by the Haryana Govt./Central Government OR other agencies from time to time during 25 years. No any type of other charges will be paid during 25 years except the quoted rate of the unit per KWH

**Signature of the Bidder  
(with rubber stamp)**

## **ANNEXURE-B**

### **Pre-Qualifying requirements of tenders:-**

The bidder must have following qualifications:-

- a.) The bidder should have previously possesses channel partner including **RESCO** (Renewable Energy Services Co) model from **MNRE** (The Ministry of New and Renewable Energy) **OR** Bidder must have installed such type of Solar Power Plant on **RESCO** model i.e. Power Purchase agreement **on per KWH (unit) basis**.
- b.) The financial turnover of the preceding last two years of the independent firm should not be less than 600.00 lakh (Rs. Six crore) (The copy of turnover certificate issued by Chartered Accountant must be attached).
- c.) The firm must have A-class electrical license issued by CEI Haryana OR equivalent to the same from any state.
- d.) The firm must have GST and PAN number.
- e.) The firm should have registered with EPF and labour department and firm shall be fully responsible for any mishap with men and material.
- f.) The firm must not be blacklisted from any department (self declaration certificate must be attached).
- g.) All the documents must be self attested with rubber stamp of the firm.

## ANNEXURE-C

### General Conditions:-

- a.) Notice Inviting E-Tender is available at Official website of M.A.M.C., Agroha i.e. [www.mamc.edu.in](http://www.mamc.edu.in). The copy of all the documents must be uploaded on site while filling the tender.
- b.) Tender without earnest money and tender fee will not be accepted.
- c.) Director, M.A.M.C., Agroha reserves the right to reject any or all the tenders without assigning any reason.
- d.) All tender documents and Agreement (is to be agreed by both the parties) will also available at official website of MAMC i.e. [www.mamc.edu.in](http://www.mamc.edu.in).
- e.) Any type of change in agreement / conditional tender will not be accepted. The tenderer shall be fully bound with the agreement while quoting the price.
- f.) The production of power must be started within 300 days.
- g.) Penalty /Deductions:- (a) In case of non completion of work within the stipulated time, a penalty @ 5% of the total cost(approx. Rs.5.00 crore) of works shall be **levied** from the Power Producer.
- (h) In case of failure of installation of power plant then EMD will be forfeited without any notice.
- (i) All the terms & conditions introduce in the power purchase agreement shall be according to the power purchase agreement. No conditional tender will be accepted.

## ANNEXURE-D

### GENERAL INSTRUCTIONS FOR TENDERERS:-

All tenderers must carefully observe the following instructions:-

1. If Offers / tenders not strictly in accordance with these instructions shall be liable to rejection.
2. Tenders must be completed in all respects.
3. Tenders /offers received without earnest money shall be straight way rejected.
4. On acceptance of tender, the name of authorized representative (s) of the tenderer who would be responsible for taking the instructions from the Engineer In-charge will be intimated by the contractor to ensure execution of work in conformity with the specifications.
5. All type of taxes on material in respect of this contract shall be payable by the contractor & M.A.M.C. Agroha will not entertain any claim, what so ever, in this respect.
6. No firm should submit the tender if any of his relatives is posted at M.A.M.C., Agroha and who is dealing with day-to-day work including passing of bills etc. MAMC may penalize the contractor, if found violating and the work entrusted to him may be terminated. The term relative means wife/husband, son/daughter, brother/sister and their corresponding in-laws.
7. The tender should be furnished with the following documents:
  - 1) An affidavit on Non-judicial stamp paper of Rs.100/- duly attested by Notary stating that party / their associates/ sister concern etc. has not been black listed.
  - 2) That no other Firm/Sister concerns/associates belonging to the same group is participating / submitting the tender for the job.
8. Price bid should be submitted as per attached Annexure-A and the rates should be quoted both in figures & words in English/Hindi.
9. Since the contractor will be handling sophisticated equipments, he must have proper skilled staff that has already worked on similar jobs.
- 10 **Study of tender documents:** Before quoting, the tenderer shall carefully study all the clauses and specifications of the tender documents. If tenderer has any doubt for the meaning of any portion of the tender specifications or find discrepancies or the tender documents issued are incomplete or need clarification in technical aspects, scope of work etc., he shall at once contact the authority inviting the tender for clarification before submission of the tender. No arguments on this account what so ever, shall be entertained after the last date & time of submission of tenders.
- 11 **Inspection of site of work:** Before submission of tender, the tenderer is advised to inspect the site of work, the environment & get himself acquainted with the actual work & other prevalent conditions, facilities available. No claim will be entertained later, on the ground of lack of knowledge.
- 12 **Earnest Money**

- a. The tenderer shall be required to deposit earnest money of Rs.10,00,000/- only (Rs. Ten lakh only) payment online.
- (i) The earnest money of successful tenderer will be treated by the MAMC as part of the security deposit for faithful execution of the contract and EMD will be returned on starting the power production, if he deposit security money in shape of bank guarantee.
  - (ii) The Bank charges, if any, will be to the account of tenderer.
  - (iii) No claim shall be entertained against the MAMC in respect of interest on earnest money & security money deposit.
  - (iv) The failure on the part of tenderer to honor his commitment given in the tender will constitute a default and in that event, his earnest money will stand forfeited by MAMC without any notice.
  - (v) EMD shall also be forfeited in case the tenderer withdraws his tender at any stage during the currency of his validity period.
- 13 RATES / PRICE QUOTING METHOD**
- a) The tenderer shall quote the prices in English Language and international numerals.
- 14 ACCEPTANCE**
- The Tenderers should record acceptance tenderer of all instructions and terms & conditions. If not recorded then it should be understood that all the terms & conditions are accepted.
- 15 RATE QUOTING SHEET:-**The tenderer will quote his rates STRICTLY AS PER THE RATE QUOTING SHEET AT ANNEXURE– A
16. At any time before dead line for submission of tender, MAMC may modify the tender document by issuing an corrigendum and extend the date of receipt and opening of tender.
17. This office reserves the right to refuse tender documents to any applicant and also reject any or all tenders without assigning any reason and no claim on this account shall be entertained.
- 18 **VALIDITY:-** The validity of tenders should be a period of 90 days from the date of opening of tenders.
- 19 The contract shall be awarded to the tenderer whose rates are lowest.

**ANNEXURE-E**

**AGREEMENT:-**

**POWER PURCHASE AGREEMENT (PPA) FOR 1MW<sub>p</sub> GRID CONNECTED ROOF TOP SOLAR PV POWER SYSTEM FOR 25 AT MAHARAJA AGARSEN MEDICAL COLLEGE, AGROHA ON THE RATE PER KWH (UNIT).**



This Power Purchase Agreement is executed on \_\_\_\_\_ the day of ... 2020 at Maharaja Agrasen Medical College, Agroha, (Hisar) Haryana

Between

.....  
..hereinafter referred to as **“Power Producer” FIRST PARTY**, which expression shall, unless repugnant to the meaning or context thereof, include its administrators, successors and assigns of the FIRST PARTY;

AND

The Authorized Signatory, Maharaja Agrasen Medical Education & Scientific research Society having its registered office at **Maharaja Agrasen Medical College, Agroha (Hisar) hereafter referred to as SECOND PARTY**, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns of the SECOND PARTY;

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

**WHEREAS:**

- A. The Power Producer has been notified as successful bidder by the for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of 1MWp Rooftop Solar PV System at the 's campus of Maharaja Agrasen Medical College, Agroha (Hisar) Haryana on the rate per KWH (unit).
- B. The Power Producer is engaged in the business of supply, erection, testing, commissioning, operation and maintenance of power plants, including grid connected rooftop power projects.
- C. The Power Producer has agreed to install and operate a solar photovoltaic power plant of 1 MWp capacity at the premises after due inspection of the premises as defined hereinafter and supply the entire Solar Power of the plant to Power
- D. on the terms and conditions contained in this agreement.
- E. The has agreed to purchase the entire power units produced by the Solar Power Plant on the terms and conditions contained in this Agreement.

Now therefore in consideration of the mutual promises, conditions and covenants set forth herein, the parties hereby agree as below:

**1. Definitions and Interpretation**

**1.1. Definitions**

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

1. "**Actual Monthly Production**" means the amount of energy recorded by the main/net metering system during each calendar month of the term, pursuant to Section 5.2;
2. "**Affiliate**" means with respect to any specified Person, any other person, directly or indirectly controlling, controlled by or under common control with such specified person.
3. "**Agreement**" means this Power Purchase Agreement (on the rate per KWH (unit) executed hereof, including the schedules, amendments, modifications and supplements made in writing by the parties from time to time with mutual concerned.
4. "**Applicable Law**" means, with respect to any person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, degree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guidelines, Governmental approval, consent or requirement or any Governmental authority in India having jurisdiction over such person or its property, enforceable by law or in equity, including the interpretation and administration.
5. "**Assignment**" has the meaning set forth in Section 14.1:
6. "**Business Day**" means any day other than Sunday or any other day on which banks are required or authorized by applicable Law to be closed for business:
7. "**Capacity**" as per requirement of . Capacity of the solar power plant may be increased as per requirement of the with the mutual consent by both the parties
8. "**Commercial Operation Date**" has the meaning set forth in Section 4. 3(b)
9. "**Consents, Clearances and Permits**" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:
10. "**Security money**" has the meaning set forth in Section 7.1 (c)
11. "**Delivery Point**" shall be the single point or at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the , provided however the and the Power Producer may agree multiple Delivery Points, if required for technical reasons or otherwise.
12. "**Dispute**" has the meaning set forth in Section 17.6 (b);
13. "**Disruption**" has the meaning set forth in Section 5.3
14. "**Distribution Utility**" means the local electric distribution owner and operator providing electric distribution and interconnection services to at the premises;
15. "**Due Date**" has the meaning set forth in Section 7.4;
16. "**Effective Date**" has the meaning set forth in Section 2;
17. "**Estimated Remaining Payments**" means as of any date, the estimated remaining Solar Power payments to be made through the end of the applicable term, as reasonably determined by the Power Producer in accordance with Section 7.1;
18. "**Expiration Date**" means the date on which the agreement terminates by reason of expiration of the term.
19. "**Force Majeure Event**" has the meaning set forth in Section 11.1
20. "**Governmental Approval**" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental authority for the purpose of setting up of the project and / or for sale and purchase of Solar Power of the project pursuant to the agreement. (Section 4.2).

21. "**Governmental Authority**" means any central, state, regional, district, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.
22. "**Indemnified Persons**" means the Indemnified parties or the Power Producer-indemnified parties, as the context requires.
23. "**Insolvency Event**" means with respect to a party, that either such party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing or
  - (ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.
24. "**Installation Work**" means the construction and installation of the system and the start-up, testing and acceptance, operation and maintenance thereof; all performed by the Power Producer at the premises.
25. "**Invoice Date**" has the meaning set forth in Section 7.2.
26. "**Losses**" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity obligation are beard by the Power Producer.
27. "**Main Metering System**" or "**Gross Metering System**" means all meter(s) and metering devices owned by the Power Producer and installed at the delivery point(s) for measuring and recorded the delivery and receipt of energy.
28. "**Meter reading date**" means the first business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the meter reading date and the meter reading on the previous meter reading date.
29. "**Party**" or "**Parties**" has the meaning set forth in the preamble to this Agreement.
30. "**Performance Ratio**" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.
31. "**Person**" means an individual, partnership, corporation, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental authority.
32. "**Power Producer Default**" has the meaning set forth in Section 12.1(a).
33. "**Power Producer Indemnified**" has the meaning set forth in Section 16.

34. "**Premises**" means the premises described in the agreement. For the avoidance of doubt, the premises include the entirety of any and underlying real property located at the address described in the agreement.
35. "**Power Purchaser Default**" has the meaning set forth in Section 12.2 (a).
36. "**Power Purchaser Indemnified Parties**" has the meaning set forth in Section 16.
37. "**Representative**" has the meaning set forth in Section 15.1. & 8.2
38. "**Scheduled Complete Date**" has the meaning set forth in Section 4.1(g)
39. "**Solar Power Payment**" has the meaning set forth in Section 7.1
40. "**System**" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the installation work.
41. "**System Operations**" means the Power Producer's operation, maintenance and repair of the system performed in accordance with the requirements & guidelines.
42. "**Tariff**" means the price per KWH (unit).
43. "**Term**" has the meaning set forth in Section 3.1:

## 1.2. Interpretation

- b) Unless otherwise stated, all references made, in this agreement to "Sections", "Clauses" shall refer respectively to Sections, clauses in this agreement.
- c) In the agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the agreement as a whole and not to any particular provision of the agreement.

## 2. Effective Date

This agreement shall be effective on the day that falls one business day after the date of signing of this agreement.

## 3. Terms and Termination

### 3.1. Term

The term of the agreement shall commence on the effective date and shall continue for twenty five (25) years from the commercial operations date (the "**Term**"), unless and until terminated earlier or extended pursuant to the provisions of the agreement. After the term, the ownership of the system shall be transferred to the free of cost if agreed by the ; otherwise premises shall be vacated by the Power Producer in neat and clean position at his own cost.

### **3.2. Conditions of the agreement prior to installation**

In the event or circumstances occur prior to the commercial operation date, the Power Producer fails to produce the power, then Power Purchaser may terminate the agreement, but the EMD deposited by the Power Producer shall be forfeited.

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

### **4.1. Installation Work**

- a) The Power Producer will cause the project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with the Govt. Rules and specifications. The Power Producer shall provide to the Power Purchaser a bill of materials listing the major equipment constituting the system. Such bill of materials shall be provided within 30 days of the commercial operation date.
- b) The Power Producer shall have access as reasonably permitted by the Power Purchaser to perform the installation work at the premises in a manner that minimizes inconvenience to and interference with the use of the premises to the extent commercially practical.
- c) It is agreed between the parties that the Power Producer shall commission the system with a capacity of 1 MWp. The Power Producer may not construct a system of smaller size for any reason. However, the capacity may be increased by the mutually agreed terms but on the existing prices or less.
- d) The Power Producer shall provide and lay the dedicated electrical cables and distribution transformer if required for transmission of Solar Power from the system up to the delivery point in the premises of MAMC, Agroha. The delivery point shall be where the main metering system is located.
- e) Unless otherwise agreed between the parties, the Power Producer shall not do (a) chipping of rooftop; or (b) water proofing of roof to be disturbed (c) Carryout any other modification of the premises without the written consent of the Power Purchaser. No wastage and extra materials allowed on the roof, roof should be neat and clean.
- f) The Power Producer shall maintain general cleanliness of area around the project during construction and operation period of the project. In case any damages is caused to the equipment / facilities owned by the Power Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.
- g) The Power Producer shall, within fifteen (15) working days of the effective date, submit to the Power Purchaser GAD of the project for approval ("General Arrangement Drawing"). The drawings will have to be approved by the Power Purchaser within ten (10) working days from the submission of the drawings. If the Power Purchaser has any objection/'recommendation in the GAD, he shall communicate the same to Power Producer within a period of ten (10)working days of the date of submission of the GAD. Any delay will extend the effective date and such approval shall not be unreasonably withheld. Subject to any

punch-list items which shall be agreed by the Power Purchaser as not being material to completion of the project, the Power Producer agrees that it shall achieve the completion of the project/ commissioning of the project within the scheduled completion period of ten (10) months from the effective date ("Scheduled Completion Date"). The Power Producer shall checked and ensure before erection that sufficient load is available at the delivery point to ensure synchronization and drawl of power from the system.

- h) If the Power Producer is unable to commence supply of Solar Power to the Power Purchaser by the scheduled completion date, other than for the reasons Power specified in article 11 and 12.2 (force majeure or Power Purchaser default), the Power Producer or its contractor shall pay to the Power Purchaser genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power.
- i) The Power Producer shall checked and ensure that all arrangements and infrastructure for receiving Solar Power beyond the delivery point are ready on or prior to the commercial operation date and are maintained in such state in accordance with applicable laws through the term of the agreement.
- j) Power Producer shall fulfill all obligations undertaken by it under this agreement.

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

All the approvals will be obtained by the Power Producer including approvals/consents required under local regulations, building codes, DISCOM (distribution utility) or any related organization for net metering and related to installation, operation, and generation of the solar power from the project. All the fees, cost of net metering etc. related to these approvals will be bear by the Power Producer.

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

- (a) The Power Producer shall give 10 days' advance notice to conduct the testing of the project and shall conduct testing of the Project in the presence of Power Purchaser's designated representative.
- (b) To establish the system is capable of generating electrical energy (full rated KWP) for five continuous hours, the performance ratio ( i.e. PR) of solar power plant at the time of testing should be at least equal to or more than 75%, corresponding to actual solar irradiation and environmental conditions prevailing at that time, using such instrument and meters as have been installed for such purposes, then the Power producer shall send a written notice to the Power Purchaser to that effect, and the date of successful conducting such tests and injection of power at the delivery points shall be the "**Commercial Operation Date**"

### **5. System Operations**

#### **5.1. The Power Producer as Owner and Operator**

The system will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of agreement. If any damage accrue due to

their Solar Power Plant in the Power Purchaser's electrical system than Power Producer shall be fully responsible for any loss, damage, cost or expense arising for set right the system and the loss will be recouped by the Power Producer.

## **5.2 Metering**

- (a) The Power producer shall install the net / main metering system with due certification for the measurement of electrical energy produced by the system. All the net /main metering system shall be duly tested from the DISCOM authorized lab. on the cost of Power Producer.  
The meter(s) will be read by Power Producer's personnel on the metering date. The authorized representative of the Power Purchaser shall be present at the time of meter reading. Both the parties shall sign a joint meter reading report. The parties agree that such joint meter reading report shall be final and binding on the parties. It shall be the liabilities of Power Producer to tailed the net meter with solar meter. The error cost shall be borne by the Power Producer.
- (b) The main metering system at the delivery point and any additional meters required by applicable law shall be tested, maintained and owned by the Power Producer at his own cost.
- (c) The Power Producer shall connect the solar output to the existing system of the Power Purchaser as per the requirements and guidelines of the state DISCOM.
- (d) A check meter shall be installed by the Power Producer at his own cost to verify the measurements of the main metering system.
- (e) The fault and damage in the metering equipments along with net metering, solar meters and transformer along with associated equipments installed by the Power Producer shall be his own responsibilities and should be repaired / replaced by the Power producer at his own cost.

## **5.3 System Disruptions**

- (a) Availability of premises: Power Purchaser will provide full access to the site to the Power Producer for installation of the solar power plant during the period of agreement. The Power Purchaser will also provide restricted access of the premises to Power Producer for operation and maintenance of solar power plant. But Power Producer has to provide his office for staff and T&P place at his own cost.
- (b) Roof repair and other system disruptions.  
The Power Producer will be fully responsible for any disruptions due to any reasons including force majeure etc., but except force major he has to deliver the prior notice of disruptions with justified reasons i.e. Power producer shall inform about the disruption or outage in system production to Power Purchaser in writing with date and time.

## **6. Delivery of Solar Power**

### **6.1. Power Purchaser Requirement:**

Power Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the system and made available by the Power Producer to Power Purchaser at the delivery point during each relevant month of the term. In the event



that the Power Purchaser is unable to off take 100% of the electricity generated, when it is generated, then deemed generation will apply only in case following conditions:

- (a) In the event Power Producer is generating power more than the available load, and the Power Purchaser is not able to export or record the excess units generated due to faults in the equipment's of the Power Purchaser, net meter cables, equipment's etc., which may stop the feeding /record of the Solar Power generated.
- (b) In the event that the Power Purchaser fails to ensure adequate space for solar equipment to ensure that other structures partially or wholly shade any part of the systems and if such shading occurs then The Power Producer may shift their plant at his own cost appropriate place with the mutual consent of the and Power Producer.

## **6.2 Estimated Annual Production**

The annual estimate of Solar Power with respect to the system for any given year as determined pursuant to this section shall be the "Estimated Annual Production". The estimated annual production for each year of the initial term may be scheduled.

## **6.3 Suspension of Delivery**

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

## **7 Tariff and Payments**

### **7.1**

- (a) **Monthly Payments:-**Power Purchaser shall pay to the Power Producer a monthly payment(the "**Solar Power Payment**") for the Solar Power generated by the system as per the metering clause 5.2 (b) above during each calendar month of the term equal to the actual monthly Production as recorded in joint meter reading report for the system for the relevant month multiplied by the tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Power Purchaser and / or (ii) whether any Solar Power has-been injected, whether inadvertently or otherwise, into the grid of the distribution utility. The Power Producer will bill the Power Purchaser for each KWH (unit) metered as above at the delivery point at the tariff.
- (b) **Financial Year:-**  
The 'year' considered above shall be the financial year which April 1st to 31<sup>st</sup>, March of every year.

**(c) Security money deposit:-**

The security money Rs. 10.00 lakh (Rupees ten lakh only) shall be deposited by the Power Producer through demand draft OR in the shape of bank guarantee in favour of Director, MAMC, Agroha from any scheduled bank. No interest will be paid on this security amount. The security money shall be deposited on the starting of production (1<sup>st</sup> billing of production) and will be refunded after 25 years and shall be forfeited in case of breach of contract.

**7.2 Invoice**

The Power Producer shall invoice Power Purchaser on the first day of each month (each, an "**Invoice (Bill) Date**") commencing on the first invoice (bill) date to occur after the commercial operation date, for the Solar Power payment in respect of the immediately preceding month. The last invoice shall include production only through the expiration date of this agreement.

**7.3 The invoice to the Power Purchaser shall include:**

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

**7.4 Time of payment**

Power Purchaser shall pay all amounts due hereunder within 20 days after the date of the receipt of the invoice (bill) via email or post/ by hand ("**Due Date**").

**7.5 Method of Payment**

- (a) The Power Purchaser shall make all payments under the agreement by cheque. All payments made hereunder shall be refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Power Producer. If the Power Purchaser deducts any tax at source, the Power Purchaser will issue a tax credit certificates as per law.

**7.6 Late Payment Surcharge/ Early Payment Discount**

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

**7.7 Disputed Payments**

In the event that the Power Purchaser disputes an invoice, it shall give notice of such a dispute within 15 days of receiving the invoice setting out details of the disputed amount. The Power Purchaser shall pay by the due date 100% of any undisputed amount and in case the invoice is disputed, the Power Purchaser shall pay an amount

based on average consumption of last three consecutive undisputed invoices. Amount so recovered shall be subject to final adjustment on resolution of the dispute. Thereafter, the Parties shall discuss and try to resolve the disputed amount within a week of receipt of such notice of dispute. If the parties resolve the dispute, an appropriate adjustment shall be made in the next invoice. If the dispute has not been resolved by the date of the next invoice the dispute shall be referred to a committee of one member from each of Power Purchaser and Power Producer, If the dispute is still-not resolved by the next following invoice it shall be 'referred to arbitration as provided in the present agreement.

## 8 General Covenants

### 8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

- (a) **Notice of Damage or Emergency:** The Power Producer shall (i) promptly notify Power Purchaser if it becomes aware of any damage to or loss of the use of the system or that could reasonably be expected to adversely affect the system, (ii) immediately notify Power Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the system or the premises.
- (b) **System Condition:** The Power Producer shall take all actions reasonably necessary to ensure that the system is capable of providing Solar Power at a commercially reasonable continuous rate, the system through out of this the Power Producer shall provide 24x 7 of site monitoring and maintenance of the System throughout the period of this agreement at no additional cost.
- (c) The system shall meet minimum guaranteed generation with performance ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.
- (d) **Governmental Approvals:** While providing the installation work, Solar Power and system operations, the Power Producer shall obtain all the approvals at his own cost.
- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's .as may be notified by the competent authority. The interconnection of the rooftop solar system shall be as per the contracted load and respective voltage level applicable to the Power Purchaser as per the provisions of the guidelines issued by the competent authority.
- (f) **Health and Safety:** The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation work, Solar Power, and system operations that shall comply with all applicable law pertaining-to the health and safety of persons and real and personal property along with safety of

electrical equipments of the institute. The Power Producer is fully responsible for any type of mishap, the safety of the men's and electrical equipments.

## 8.2 Power Producer's Representatives

During the subsistence of this Agreement, the Power Producer undertakes to respond to all questions, concerns and complaints of the Power Purchaser regarding the system in a prompt and efficient manner. The Power Producer designates the following individual as its representative pertaining to performance of this agreement till the commercial operation date till termination

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

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

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

Address: -----

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

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

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

Address: -----

In case of change of representative be informed to the promptly.

## 8.3 Power Purchaser's Covenants

Power Purchaser covenants and agrees to the following:

- (a) **Notice of Damage or Emergency:** Power Purchaser shall (i) promptly notify the Power Producer if it becomes aware of any damage to or loss of the use of the system or that could reasonably be expected to adversely affect the System; (ii) immediately notify the Power Producer once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the system or the Premises.
- (b) **Consents and Approvals:** The Power Purchaser shall cooperate with the Power Producer to obtain such approvals i.e. made available the copy of documents which is available with the but all the government and other fees will be the liabilities of the Power Producer.
- (c) **Access to Premises Grant of License:** Power Purchaser hereby grants to the Power Producer a license co-terminus with the term, containing all the rights necessary for the Power Producer to use portions of the premises for the installation, operation and maintenance of the system pursuant to the terms of this agreement, including ingress and egress rights to the premises for the Power

- Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the system with the premises electrical wiring with the consent and approval of the Power Purchaser's authorized representative identified by the Power Purchaser. Photo IDs will be provided by the Power Producer. The Power Purchaser will assist in availing permissions to the site subject to power equipments and electric power of the Power Purchaser may not have reverse effect.
- (d) **Security:** The inter area security of the institute has already been provided however individual security of the solar power plant will be provided by the Power Producer for safety from monkeys & other reasons. The Power Producer is fully responsible for any type of mishap & cost of the damages /compensation will be borne by the Power Producer.
  - (e) Regardless of whether Power Purchaser is owner of the Premises or leases the Premises from a landlord, Power Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Power Purchaser nor Power Purchaser's landlord will interfere or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.
  - (f) **Temporary storage space during installation:** The **Power** Purchaser shall provide only open sufficient space at the premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction, trailers and facilities reasonably necessary during the installation work, system operations and access for rigging and material handling.
  - (g) **Sunlight Easements:** The Power Purchaser will take all reasonable actions as necessary to prevent other building, structures or floor from overshadowing or otherwise blocking access of 'sunlight to the System however Power Producer may ensure assess of sunlight before installation of solar power plant.
  - (h) **Evacuation:** The Power Purchaser shall purchase 100% of the Solar Power generated from the delivery point, and pay all invoices (bill) raised by the Power Producer under this agreement by the 'due date and pay surcharge on delayed payments, if any, as per this agreement.
  - (i) **Water:** The Power Producer get the raw water free of cost from the institute but he has to arrange water tank and pipe lines from the existing water point at his own cost(Power Producer) for periodic cleaning of the solar panels (5000 Ltr. twice a month).
  - (j) **Auxiliary Power:** The Power Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible at the rate Power Purchaser is paying to the DISCOM. However, if distribution transformer, cables and other associated equipments are required for this purpose shall be provided by the Power Producer at his own cost.
  - (k) **Relocation:** If one or more of the system's panels needs to be temporarily moved or its generation suspended, then Power Producer shall dismantle and re-install at his own cost, however prior permission be got obtained from the Power Purchaser regarding location.

## **9 Representations & Warranties**

### **9.1 Representations and warranties relating to agreement validity**

In addition to any other representations and warranties contained in the agreement, each party represents and warrants to the other that:

- (a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;
- (b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the agreement.
- (c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the agreement;
- (d) The agreement constitutes its legal, valid and binding obligation enforceable against such party in accordance with its terms;
- (e) There is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (f) Its execution and performance of the agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its affiliates is a party or by which it or any of its affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any applicable Laws.

## **10 Taxes and Governmental Fees**

**The Power Purchaser shall not pay any type of taxes, fees/charges such as electricity taxes, cess, wheeling charges, cross subsidy charges, additional surcharges, transmission and distribution charges , surcharges and reactive power charges etc. imposed or authorized by any Governmental authority in future (as on date no such taxes/fees/charges are being levied) on sale of the Solar Power. The only quoted rates per KWH (unit) will be paid by the Power Purchaser from the date of beginning to the date of termination of the agreement. All the taxes/charges imposed by the governments shall be the liabilities of the Power Producer and paid by the Power Producer to the Government. All type of taxes income taxes, GST , and any type of fees imposed by the governments from time to time will be paid by the Power Producer itself.**

## **11 Force Majeure**

### **11.1 Definition**

**"Force Majeure Event"** means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence. Subject to the foregoing conditions, "Force Majeure Event" shall include without

limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the system shall be repaired / commissioned at its own cost by the Power Producer.

### **11.2 Excused Performance:**

Except as otherwise specifically provided in the agreement, neither party shall be considered in breach of the agreement or liable for any delay or failure to comply with the agreement, if and to the extent that such delay or failure is attributable to the occurrence of a force majeure event; provided that the Party claiming relief under this Section (11) shall immediately (i) notify the other Party in writing of the existence of the force majeure event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such force majeure event, (iii) notify the other party in writing of the cessation or termination of said force majeure event and (iv) provided, however, that Power Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Solar Power delivered to Power Purchaser prior to the Force Majeure Event performance interruption.

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

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

## **12 Default**

### **12.1 Power Producer Defaults and Power Purchaser Remedies**

#### **(a) Power Producer Defaults**

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

- (i) An insolvency event shall have occurred with respect to the Power Producer;
- (ii) Failure to achieve commissioning of the system within commissioning date.

(iii) The Power Producer breaches any material term of the agreement and (A) if such breach can be cured within thirty (30) days after Power Purchaser's written notice of such breach and the Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such thirty (30) days period if a longer cure period is needed.

#### **(b) Power Purchaser's Remedies:**

- (i) If a Power Producer Default described in Section 12.1 (a) has occurred and is continuing, in addition to other remedies expressly provided herein Power Purchaser shall have a right to deliver a notice of its intention to terminate this agreement ("**Power Purchaser Preliminary Default Notice**"), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- (ii) Upon the occurrence and continuation of Power Producer default and the failure by the Power Producer to cure such default within the applicable cure period specified in this article; the Power Purchaser shall be at liberty avail the services of any other firm / successful bidder.
- (iii) Following the issue of Power Purchaser preliminary default notice, it shall be the responsibility of the parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer's default having regard to all the circumstances: If the Power Producer default is not cured within a period of thirty (30) days of the issue of Power Purchaser preliminary default notice or any other such period mutually agreed upon by the Parties, the Power Purchaser shall have the right to terminate this agreement by issuing a Power Purchaser termination notice.
- (iv) Upon the delivery of the Power Purchaser termination notice, this agreement shall stand terminated. The Power Producer shall have the liability to make payment within thirty (30) days from the date of Power Purchaser termination notice towards compensation to Power Purchaser equivalent to the difference between the tariff and the grid rate notified by the relevant Government authority for that point in time multiplied by the estimated Solar Power generated for a period of two years following the termination, considered on normative capacity utilization factor.
- (v) It is discretion of the Power Purchaser to either to purchase the system or the Power Producer to remove the system from the premises within two months from the date of termination, the Power Purchaser shall be entitled to dispose of the system in any manner it deemed fit.
- (vi) The Power Purchaser may exercise any other remedy it may have at law or equity or under the agreement.

## **12.2 Power Purchaser Defaults and Power Producer's Remedies**

### **(a) Power Purchaser Default:**

The following events shall be defaults with respect to the Power Purchaser.

- (i) An Insolvency Event shall have occurred with respect to Power Purchaser;
- (ii) Power Purchaser breaches any material term of the Agreement if (A) such breach can be cured within thirty (30) days after the Power Producer's notice of such breach and Power Purchaser fails to so Cure, or (B) Power Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed; and



(iii) Power Purchaser fails to pay the Power Producer any undisputed amount within 30 day from the receipt of notice from the Power Producer of such past due amount.

**(b) Power Producer's Remedies:**

If a Power Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, the Power Producer shall be entitled to terminate this agreement by serving a thirty (30) days' notice and upon such termination, (A) the Power Producer shall be entitled to receive from Power Purchaser the Power Purchase price. The Power Purchase price payable shall be the Power Purchase price specified in schedule III that falls on such date. Upon the payment of the Purchase price, the Power Producer shall cause the title of the system to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the agreement.

**13 Limitations of Liability**

13.1 Except as expressly provided herein, neither party shall be liable to the other party or its indemnified persons for any special, punitive, exemplary, in direct, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the agreement.

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

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

**14 Assignment & Novation**

**14.1 Notices**

Unless otherwise provided in the agreement, all notices and communications concerning the agreement shall be in writing and addressed to the parties at the addresses set forth below.

**Power Producer's address and contact details:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Power Purchaser addresses and contact details:**

The Director

Maharaja Agrasen Medical College

Agroha – 125047

Phone No. 01669-252000, 252001

Off. 01669-281694

Fax. 01669-281176

**14.2 Notice:**

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

**15 Confidentiality**

**15.1 Confidentiality obligation**

(a) If the Power Producer provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, and / or technical information regarding the design, operation and maintenance of the System ("**Confidential Information**") to Power Purchaser or, if in the course of performing under the Agreement or negotiating the Agreement Power Purchaser learns Confidential Information regarding the facilities or plans of the Power Producer, Power Purchaser shall (a) protect the Confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement.

Notwithstanding the above, Power Purchaser may provide such Confidential Information to its officers, directors, manager, employees and Affiliates (collectively "Representatives"), in each case whose access is reasonably necessary for purposes of the Agreement. Each such recipient of confidential information shall be informed by Power Purchaser of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. Power Purchaser shall be liable for any breach of this provision by any entity to whom it improperly discloses Confidential Information. All Confidential Information shall remain the property of the Power Producer and shall be returned to. It after Power Purchaser's need for it has expired or upon the request of the Power Producer.

(b) If the Power Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("**Confidential Information**") to the Power Producer or, if in the course of performing under the agreement or negotiating the Agreement the Power Producer learns

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

## **15.2 Permitted Disclosures**

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

- (a) Becomes publicity available other than through the receiving Party.
- (b) Is required to be disclosed under Applicable Law or pursuant to a validly issued notice or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement
- (c) Is independently developed by the receiving Parties; or
- (d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

## **16 Indemnity**

The Power Producer agree and shall indemnify regarding losses, injury, death of any person related to Solar Power Plant/ loss or damage to property. All losses shall be borne by the Power Producer.

## **17 Miscellaneous**

### **17.1 Amendments**

This Agreement may only be amended, modified or, supplemented by an instrument in writing executed by duly authorized representatives of the Power Producer and Power Purchaser with the consent of both the management by way of supplementary agreement only.

## **17.2 Goodwill and Publicity**

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

## **17.3 Industry Standards**

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

## **17.4 Cumulative Remedies**

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

## **17.5 No Waiver**

The failure of the Power Producer or Power Purchaser to enforce any of the provisions of the agreement may not be waived off.

## **17.6 Governing Law & Jurisdiction**

- (a) This Agreement shall be governed by and construed in accordance with the laws of India. The parties agree that the courts in Hisar shall have jurisdiction over any action or proceeding arising under the agreement.
- (b) In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation with jurisdiction at Hisar
- (c) **Arbitration Procedure**  
The full cost of the arbitration will be borne by the Power Producer. The venue of such arbitration shall be Agroha (Hisar). The arbitral award shall be binding on both parties. The arbitration proceedings shall be governed by the Indian arbitration and conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.
- (d) During the dispute resolution period , both the parties shall continue to perform their respective obligations as per provisions of the agreement. The section 17

is severable from the rest of this agreement and shall remain in effect even if this agreement is terminated for any reason.

**17.7 Independent Service Provider**

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

**17.8 Non-Exclusive Agreement**

This agreement is on a non-exclusive basis. The Power Purchaser is free to engage any other service provider's or may entrust services similar to those provided by the Power Producer under this Agreement to any other person/s, provided the Power Producer's rights under this Agreement are not affected in any manner. The rates and prices of this agreement will not be affected, in case any subsequent agreement from another party is executed by the Power Purchaser for the same or similar cause.

**17.9 Entire Agreement**

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

**17.10 Insurance**

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

**17.11** Annual accounts reconciliation shall be conducted annually between the Power Producer and Power Purchaser. Power Purchaser shall have the authority to inspect the accounts, bank statement or record of the Power Producer and also take soft/hard copies of the records.

**17.12** As the power plant will be installed on the rooftop of the existing building blocks and for safeguard of the SPV plant the access to building roofs will remain exclusively with the power producer and the Power Purchaser will not be responsible for any damage occurred to the solar power. In case of repairs of utility services, the Power Purchaser reserves its right to access the rooftop with the knowledge of the Power Producer.

**17.13** The Power Purchaser will not bear any financial expenditure related to providing, fixing, metering of solar power plant and other equipments required for solar plants.

- 17.14** In case the work and conduct of employed staff of the Power Producer found not suitable than the Power Purchaser will have right to ask the Power Producer for replacement of such staff and staff will be replaced by the Power Producer.
- 17.15** The year considered will be financial year i.e. from 1<sup>st</sup> April to 31 March.
- 17.16** One operator /engineer will be made available by the Power Producer 24x7 or more as per requirement to meet with the emergency for operation and maintenance of services around the year.
- 17.17** Termination clause:
- (a) The Second party shall have the right to terminate the agreement in case of sub-letting or sub-contracting of Contract by FIRST PARTY; or
  - (b) Both the parties reserve the right to terminate this agreement by giving three months prior notice without assigning any reasons, or,
  - (c) Both the parties shall have the right to terminate the agreement in case of any material breach of the terms & conditions of the agreement, or,
  - (d) The SECOND PARTY may terminate this agreement in case of any order/instruction/ direction(s) of the Government or court, and the FIRST PARTY shall not oppose the same.
- 18 Dismantlement of Plant:** - The dismantlement cost of the plant shall be fully beared by the Power Producer as and when the plant required to be dismantled in case of breach of the contract or completion period of the contract. The Power Producer shall handover the roof / land in clean and cleared (duly repaired) position and he shall lift his dismantlement material / wastage within six month of the last power production bill.

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

<b>FOR &amp; ON BEHALF OF POWER PURCHASER</b>		<b>FOR &amp; ON BEHALF OF POWER PRODUCER</b>	
Signature:		Signature:	
Name:		Name:	
Designation:		Designation:	

<b>(1) WITNESSES</b>		<b>(2) WITNESSES</b>	
Signature:		Signature:	
Name:		Name:	
Designation:		Designation:	

## SCHEDULE-I

### Description of the Premises:

<b>Premises Overview</b>	<b>GPS Location :</b>
<b>Segment</b>	<b>Maharaja Agrasen Medical College, Agroha (Hisar)</b>
<b>Type of Roofs</b>	<b>RCC Roof</b>
<b>Hours of Operation</b>	<b>24 hours. 7 days a week</b>
<b>Security</b>	<b>Gated complex with dedicated round the clock security arrangement</b>

### Capacity and Area Requirement

<b>Capacity</b>	<b>1 MW at deferent roofs</b>
<b>Module area</b>	
<b>Number of Building</b>	
<b>Roofs</b>	
<b>Capacity</b>	<b>1 MW</b>
<b>Distribution</b>	



## **SCHEDULE II**

### **TARIFF**

The tariff shall be remained same throughout the agreement (25 years) from 1<sup>st</sup> bill to last bill i.e. Rs. ...per KWH. No extra charges shall be paid by the in case of charges levied by the Government or other agencies that shall be borne by the Power Producer.

### **SCHEDULE III**

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

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

The price reference taken for calculating the total cost of the system will be as under.

Power Purchaser price for 1 MW system @47/- per watt. (Rs. forty seven only per watt)

<b>Year</b>	<b>Salvage/ purchase Value (Rs.)</b>
1	100%
2	96%
3	92%
4	88%
5	84%
6	80%
7	76%
8	72%
9	68%
10	64%
11	60%
12	56%
13	52%
14	48%
15	44%
16	40%
17	36%
18	32%
19	28%
20	24%
21	20%
22	16%
23	12%
24	8%
25	4%

## SCHEDULE IV

<b>Client</b>	Maharaja Agrasen Medical College, Agroha	
<b>Project</b>	1 MW Solar Power Plant over 25 years life time	
<b>Location</b>	Maharaja Agrasen Medical College, Agroha (Hisar) Haryana	
	Design criteria	
Expected yearly energy generation sheet in KWH		
End of year	Yearly degradation 'MWh' (Modules & system) degradation consider in PV system generation data	Energy injected into grid KWH (unit) yearly by 1 MWp Solar Power Plant
1	1.0%	1377868
2	1.0%	1364089.32
3	1.0%	1350448.427
4	1.0%	1336943.943
5	1.0%	1323574.503
6	1.0%	1310338.758
7	1.0%	1297235.37
8	1.0%	1284263.017
9	1.0%	1271420.387
10	1.0%	1258706.183
11	1.0%	1246119.121
12	1.0%	1233657.93
13	1.0%	1221321.35
14	1.0%	1209108.137
15	1.0%	1197017.056
16	1.0%	1185046.885
17	1.0%	1173196.416
18	1.0%	1161464.452
19	1.0%	1149849.807
20	1.0%	1138351.309
21	1.0%	1126967.796
22	1.0%	1115698.118
23	1.0%	1104541.137
24	1.0%	1039495.726
25	1.0%	1082560.769

The generation is an estimate generation and may depend on weather condition. The power producer does not guarantee the above mentioned generation values, but will take corrective steps in case the values are not meeting.

## SCHEDULE V

### Government approvals:

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system and generation and supply of solar power from the Project. Approval of net metering/ cost / authorization from DISCOM and other Govt. Authorities etc. in the scope of Power Producer and he will fully responsible for all approvals and he will bear all the cost/fees of these approvals. The Power Purchaser shall only pay the bill of the energy consumed as per quoted rate per KWH (unit).

## ANNEXURE-I

### BANK DETAILS OF POWER PRODUCER:-

<b>NAME OF THE BENEFICIARY</b>	
<b>PRINCIPAL PLACE OF BUSINESS &amp; ADDRESS</b>	
<b>NAME OF THE BANK</b>	
<b>BANK ADDRESS</b>	
<b>BANK ACCOUNT NO.</b>	
<b>TYPE OF BANK ACCOUNT - SB/CA/CC</b>	
<b>IFSC/NEFT/RTGS CODE</b>	
<b>MICR CODE</b>	
<b>PAN CARD NO.</b>	
<b>PHONE NO. /FAX NO. WITH STD CODE</b>	
<b>EMAIL ID OF CONTACT PERSON</b>	