

This is the amended RFP document incorporating added/amended/deleted clause and clarification of Pre-bid meeting. Please read this document in conjunction with original RFP document.



**The Mahatma Phule Renewable Energy & Infrastructure
Technology Limited, (MAHAPREIT)**

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

Invites

Request for Proposal (RFP)

For

**Discovery of Tariff & Selection of Solar Power Developers
Through**

Tendering Process

For

**Implementation of 500MW with a 50% 'GREENSHOE' Option, for
Grid Connected Roof Top Solar PV Systems under RESCO Model
at various locations in the State of Maharashtra, Goa, Gujarat,
Uttar Pradesh and Andhra Pradesh**

RFP No: MAHAPREIT/RESCO/02/2025-26

Date: 29/05/2025

Issued by: -

**The Mahatma Phule Renewable Energy & Infrastructure
Technology Limited, (MAHAPREIT)**

**B-501 Pinnacle Corporate Park, Next to Trade Center, BKC, Bandra (East),
Mumbai – 400051**

Website: <https://mahapreit.in>



Mahatma Phule Renewable Energy and Infrastructure Technology Limited

(Subsidiary of MPBCDC, a Government of Maharashtra undertaking)

CIN No. U40106MH2021SGC358784

RFP No: MAHAPREIT/RESCO/02/2025-26

Date: - 15/07/2025

Corrigendum-II

With reference to Request for Proposal (RFP) for Tariff Discovery and Selection of Solar Power Developers for Implementation of an Aggregate Capacity of 500 MW, with a 50% 'GREENSHOE' Option, for Grid-Connected Rooftop Solar PV Projects under the RESCO Model, for Sale of Solar Power at Various MSME Units in the States of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh, it is hereby conveyed that:

1. The last date for online bid submission is 03:00 PM on 23/07/2025.
2. The technical bid opening is 03.00 on 24/07/2025.
3. Response to Prebid queries, amended RFP and Draft model PPA.

Other terms and conditions in the tender document shall remain unchanged.

Sd/-

**ED (RESCO)
MAHAPREIT Ltd.**

Reference Website: 1. <https://www.mahatenders.gov.in/>
2. <https://mahapreit.in>

Minutes of the Pre-Bid Meeting

Date: 30/06/2025

Time: 3:00 PM to 4:00 PM

Subject: Online Pre-bid meeting for Request for Proposal (RFP) for Tariff Discovery and Selection of Solar Power Developers for Implementation of an Aggregate Capacity of 500 MW, with a 50% 'GREENSHOE' Option, for Grid-Connected Rooftop Solar PV Projects under the RESCO Model, for Sale of Solar Power at Various MSME Units in the States of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh

Note: The bidders are requested to read the pre-bid queries along with the amended RFP document before submitting the bid Document.

QUERIES RAISED BY BIDDER

No	RFP clause & Page No.	Bidders Request	MAHAPREIT Response
1	Page no. 16, Para 3.5 (b) Tender documents can be downloaded from website https://www.mahatenders.gov.in/ free of cost. Bidders need to submit the Tender fees on or before the time of online submission of the bid.	The 'Free of cost' creates confusion may be removed.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
2	Page no. 18, Para 3.9 (12) From 15th August 2024 application fees of Rs 500 per bid shall be charged from the bidders by Government of Maharashtra.	For clarity: This provision of application fee may be added below para 3.5(b). Also, make arrangement in the software to charge GST @ 18% on this Rs 500 also.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
3	Page no.5, Bid Information Sheet: Bid Security: 'No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.' However, on page no. 28 (4.13.2) has the following provision 'MSMEs having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RfP document, Bid Security or Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Charge & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.'	There is clear contradiction in these two clauses. MSME's may be required to be given exemptions in bid security.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
4	Page no 21, 4.3.2 '(a) For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the	It is not clear how the provision of using audited and consolidated annual accounts of company in which bidder has at least (26%) equity and control in each company whose accounts are merged in the audited consolidated accounts.,	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.

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	purpose of Financial Eligibility requirements provided the Bidder has at least twenty-six percent (26%) equity and control in each company whose accounts are merged in the audited consolidated accounts.' Page no 7, B. DEFINITIONS & ABBREVIATIONS 1) "Affiliate" shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly a) controls, or b) is controlled by, or c) is under common control with a Bidder or Member of a Consortium. Any bank or financial institution shall not be considered as Affiliate;' Page no. 22 4.3.2 (C) 'Bidder can use its own financial strength or of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.,	has been brought in as the definition of 'Affiliate' does not mention anything like this.	
5	The Definition of "Bidder/s": 5) "Bidder(s)" shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;	In the RFP for selection of consultancy firm for PECTRA, MAHAPREIT had clarified as follows in their Pre-bid clarifications (Relevant portion): A firm (whether a proprietorship or partnership or an entity registered as trust and/or society, private limited company or public limited company of public sector) in partnership with consortium or a company including LLP registered under Companies Act 2013 Any professional body recognized by parliament act of India or registered under any relevant law in India for the time being in force.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
6	Page no 8, B. DEFINITIONS & ABBREVIATIONS 26) "Facilitation charge" shall mean payment towards administrative overheads, liaising	Clarity request.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.

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	with other state authorities, visits to the site for plant inspection and commissioning purposes to the MAHAPREIT. It shall be equal to paisa on the solar generation billed to consumer/ MSMEs for the PPA capacity;		
7	Definition of MSME	Nowhere in the RFP, the definition of MSME is given.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
8	Typographic error: 'The Companies Act, 1956 and the Companies Act, 2013'	The Correct name of the law is as follows: 'the Companies Act, 1956 and the Companies Act, 2013'	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
9	Page no 9, B. DEFINITIONS & ABBREVIATIONS 35) "Lead Member" shall mean the Bidder itself if it is a single firm, or the member of a Bidder if it is a consortium of two or more firms established during the qualification process for the Project, who has been duly authorized by the other members of the consortium to submit the Proposal and act on behalf of the consortium. In such case, the member of the consortium must submit a Power of Attorney as provided at FORMAT 7: POWER OF ATTORNEY Further, there shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium; Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;	Please the 'Note' in this definition. If the intention is to asked the consortium to constitute 'Project Company' (Special Purpose Vehicle), it should be mentioned specifically somewhere in the RFP. If not, clarification may be given.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
10	Page no. 16, Para 3.2(b) In-case Bidder/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then	i. Here the details of net worth and turnover of 'Affiliates' of Lead member is allowed. Does that mean net worth/turnover of Affiliate	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.

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	the same relationship with the Affiliate by the Bidder shall continue at least for the period of First Operational Year of each Project under the Project category. Further, Affiliate of Bidder and member of Consortium shall furnish information as sought in FORMAT 9 and FORMAT 12.	members of other consortium members will not be considered? ii. Is one year restriction before changing the relationship in light of the fact that, the bidder has used the net worth/ turnover data of the 'Affiliate'.	
11	Page no. 16, Para 3.2(a) Bidder shall establish either net-worth or turnover as required under this RFP.	Even when the Bidder can use either net worth or turnover for eligibility, the details of both the net worth or turnover should be asked for.	Tender condition prevails.
12	Page no. 17, para 3.6 Issue of Hard Copies	i. Para 3.6 is clear with regard to submission of Hard and Original Copies of document. However, page 24, in 1st para it is mentioned as follow 'Technical Bid and Financial Bid are to be submitted only ONLINE. No Financial Bid related document shall be submitted offline/ hard copy. None of the documents/ papers as a part of Technical Bid shall be submitted offline/ hard copies except as provided in this RfP.' However, in para 4.8, last sub para, the following is mentioned which is not clear: Signed and stamped Copy of the finalized RFP and PPA and all the amendments, addendum & clarifications are NOT required to be submitted (not to be submitted online or offline). ii. There is confusion about submission of hard copies. We need to clarify which documents need to be submitted in hard copies. It is clear that from Section VI (2) Checklist, four documents are required to be submitted in original hard copies. However, in para 4.9, page no. 25 there is also mention of method of submission of hard copies however, in this para the specific table 2 checklist of Section VI, requires to be	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.

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		mentioned, as otherwise it carries the impression that all the documents in table 1 and 2 of the checklist can be submitted in hard copies.	
13	Page no 27, para 4.13, sub para 6 b. Successful Bidder of such Project categories not submitting the MAHAPREIT administration cost as per provisions of RfP, Bid security shall be forfeited of such Successful Bidders	This clause can be made clearer. What is terms 'submitting of the administrative Cost' in sub para 6 (b) and 'administrative charges' in sub para 7 d?	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
14	Page no 27, para 4.13.1 Bidders placing Bid for more than one Project category may furnish individual Bid Security for each Project categories. However, Bidders placing Bid for more than one Project category may furnish single Bid Security of value equivalent to the sum of the of Bid Securities required for each Project categories in which Bidder is participating.	For clarity instead of however in second line of the para, the sentence may start like this: Bidders placing Bid for more than one Project category may furnish individual Bid Security for each Project categories. or, Bidders placing Bid for more than one Project category may furnish single Bid Security of value equivalent to the sum of the of Bid Securities required for each Project categories in which Bidder is participating.	Tender condition prevails.
15	Repeated paras Page no.27, sub para 5 of para 4.13 and para 4.13.3 are repeats	For information	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
16	Page no. 29, para 4.17 The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (Storm, Tempest, Flood, and Inundation (STFI) and Workmanship Insurance) (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty (20) Operational Years.	Should not this para be included in the definition Page no 8, B. DEFINITIONS & ABBREVIATIONS 18) "Comprehensive Operation and Maintenance or "Comprehensive O&M" shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the PPA;	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
17	Page no 31, para 4.22 Force Majeure in last para:	May be the following is the meaning requires to be conveyed.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.

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	'Failure of such RESCO in timely intimating MAHAPREIT will suspend its right for any relief otherwise eligible under such force majeure conditions.'	'Failure of such RESCO in timely intimating MAHAPREIT of such event/ situation will result into suspension of (losing?) its right for any relief otherwise eligible under such force majeure conditions.'	
18	Page no.34, para 4.32.3 and 4.32.4.	i. Insurance by MAHAPREIT? Suggestion Only, so as to Handle the probable Burden Of Payment security	Tender condition prevails
19	Page no.34, 4.32.4. 'Payment Security Mechanism Management: MAHAPREIT will manage the Payment Security Mechanism and is committed to ensuring a transparent and fair process for invoking and releasing the guarantee. Any disputes related to the will be resolved in accordance with the dispute resolution mechanisms specified here:'	Colon may be removed as it creates confusion and no further details are given in the para after colon. Instead, the sentence may be completed by adding "dispute resolution mechanism specified here in this RFP."	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
20	Page no 33, para 4.32 PAYMENT SECURITY MECHANISM	Details are lacking. At least the Advisory should have full details so that we can understand the mechanism and address any likely query or issues in future.	Please refer annexure 1
21	Page no. 35, para 4.33.2 Schedule of Facilitation Charge Collection	Better to keep an illustration ready with an example for further clarity.	Tender condition prevails
22	Page no 35, para 4.34. Billing Metering and Collection Charges	Collection/Transfer mechanism of charge to MAHAPREIT needs to be elaborated.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
23	Page no 38, sub-para 5.5.3 of para 5.5 AWARD OF EMPANELMENT TO SUCCESSFUL BIDDERS At any time, the value of the PBG should not be less than 3% of the value of the work order issued as mentioned in the RFP or part thereof from a nationalized/ scheduled bank, pursuant to respective work orders, with a validity till	We should appreciate the distinction between a Fixed Deposit (FD) receipt, which can be pledged, and a Demand Draft (DD) or Cheque, which typically involves an immediate transfer of funds. The current phrasing in 5.5.3 seems to ambiguously suggest that 30% of the Performance Bank Guarantee (PBG) amount could be provided as an FDR, Cheque, or DD,	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.

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	fifteen (15) Months with a claim period of one (1) month or required to be extended as deemed necessary, from the Effective Date of a PPA. Minimum 30% of the PBG amount should be provided as FDR/Cheque/Demand deposit. Bank Guarantee as per prescribed FORMAT 5	which could lead to confusion since DD and Cheque imply a cash transfer rather than a guarantee mechanism like an FD. Let's rephrase the clause to clarify the intent and address this inconsistency. Rephrased 5.5.3: 5.5.3. At any time, the value of the PBG should not be less than 3% of the value of the work order issued as mentioned in the RFP or part thereof from a nationalized/scheduled bank, pursuant to respective work orders, with a validity of fifteen (15) months with a claim period of one (1) month or as required to be extended as deemed necessary from the Effective Date of a PPA. At least 30% of the PBG amount shall be provided in the form of an irrevocable and pledged Fixed Deposit Receipt (FDR) from a nationalized/scheduled bank, as per the prescribed FORMAT 5. The remaining portion of the PBG may be provided either through an additional pledged FDR or a Bank Guarantee, also as per the prescribed FORMAT 5, ensuring the total PBG value meets the required threshold.	
24	Page no 38, sub-para 5.5.4 of para 5.5 AWARD OF EMPANELMENT TO SUCCESSFUL BIDDERS In case MAHAPREIT annuls/ cancels the LOA issued to the Successful Bidder(s) due to its non-compliance, MAHAPREIT shall offer the part / complete capacity of the incomplete Projects in the Project category(s) to other Successful Bidder(s) in the decreasing order of their Net Worth, based on which bidder has declared his financial eligibility criteria. The MAHAPREIT shall then provide LOA to the	5.5.4 The financial eligibility qualifications give a choice between net worth and turnover. So some bidders may not disclose their net worth. Will not the offered price per unit kw/h of solar power by the next higher bidder, subject to their agreeing to match the L1 price, be a better criterion for a greenshoe option that this RFP includes.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.

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	Successful Bidder who is interested to perform the task under this tender at RA L1 Tariff of the annulled/ cancelled Project category.		
25	Page no 40, sub-para 5.7 Refusal to Execute the PPA and Penalty	Instead of 'PBG' we have used 'Performance Guarantee'	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
26	Page no. 64, FORMAT 12: FORMAT FOR CONSORTIUM AGREEMENT	FORMAT 12 FORMAT FOR CONSORTIUM AGREEMENT 2. Role of Parties Here in b) it says only First Part shall be evaluated for qualification against technical eligibility criteria as per RFP. This appears to be somewhat inconsistent with the terms and conditions mentioned in the RFP which mention that for qualification the evaluation of the consortium partners will be done on their collective strength. So this may be rephrased.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
27		What are the exemption for MSME bidder? In the tender document contradictory sentence is given on the page no. 5 in the bid security clause it is mentioned that "No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs." & on the page no. 28 clause 4.13.2 it is mentioned that "MSMEs having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RfP document, Bid Security or Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Charge & Earnest	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.

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		Money Deposit, all the members of the Consortium shall be registered as MSME."	
28		Facilitation Charge : The 2nd and 3rd instalment of facilitation charge of 2% should be linked to the PPA & not the LOA.	Tender condition prevails.
29		Are the sites for installation identified by MAHAPREIT? If yes, please share the list of sites. If no, who is responsible for beneficiary identification of sites.	MSME details will be shared at the time of signing of contract agreement.
30		What is the minimum capacity to bid in this tender?	Tender condition prevails.
31	Clause no 4.2 Page No 19 Technical Eligibility Criteria:		Please read Clause no 4.2 page no 19 as below: Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
32	Financial Criteria:	The Bidder should have either minimum Net Worth of INR Fifteen (15) lakhs per W or Turnover of INR One (1) crore per MW of connected rooftop Solar PV Project.	Tender condition prevails.
33	4.33.2.	Schedule of Facilitation Charge Collection: Payment of facilitation has to be from date of signing PPA and not from LOA. Please consider.	Tender condition prevails.
34	4.32	Payment security mechanism needs to be elaborated and mentioned in the bid.	As per Risk Guarantee mechanism Annexure- I
35		The solar PPA are generally executed for 25 Years from date of installation/COD, please amend accordingly	The estimated life of RFT solar project is Twenty Five (25) years hence please read 25 years in place of Twenty (20) years in RFP document
36	RESCO in Gujarat	In Gujarat, rooftop solar under the RESCO is not permitted under current net-metering regulations. Provide clarification. Additionally, if the DISCOM/GERC/GEDA allow BTM (Behind the meter) or Zero export? In case of zero export, if any energy loss occurs	RESCOs in Gujarat are allowed to install solar rooftop projects upto a limit of 1MW per site. If any excess solar energy generated is not consumed by the MSME and is curtailed at the site due to applicable State policies, zero-export

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		due to non-utilization of the generated power, who will pay for the unused units.	restrictions, or any other reason, no compensation shall be payable by the DISCOM or MAHAPREIT for such unused units. For further details, Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
37	The RFP mentions installation on MSME rooftops. Will MAHAPREIT or any nodal agency provide the list of eligible MSME units and their rooftop details?	Please confirm whether the bidder is expected to identify MSME units or if a pre-approved list will be shared by MAHAPREIT or DISCOMs.	MSME details will be shared at the time of signing of contract agreement.
38	Is there any minimum or maximum allocation per developer per category? Will oversubscription of any category be permitted under the 50% greenshoe?	Kindly clarify the allocation methodology for the base and greenshoe capacities.	Tender condition prevails.
39	What is the penalty structure if the project is delayed beyond the stipulated 12-month completion period?	Kindly provide detailed LD (liquidated damages) provisions for project delays.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
40	Will any payment security mechanism (e.g., LC or escrow) be available to RESCO developers to secure payments from MSMEs?	Please elaborate on the billing and collection mechanism to mitigate payment risk.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
41	In case of non-payment, what are the provisions under payment security mechanism	We would like to raise a query regarding payment security. Generally, buyback options and 6-month payment guarantee are standard, but it also depends a lot on MSME ratings and etc. Is there any possibility to provide a CGTMSE kind of back up for the payment security (e.g CGTMSE provides credit guarantee scheme for banks to give credit lines to MSME upto 10 Cr.).	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.

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42	The tender mentions a minimum bid of 25 MW. Does this minimum capacity need to be offered within a single category, or can it be distributed across multiple categories (A1 to A4)?	Kindly clarify whether the minimum bid threshold is per category or cumulative across categories.	Tender condition prevails.
43	The RFP specifies that tariff should be quoted based on the sanctioned load of the MSME consumer. However, the solar system capacity to be installed may not always match the sanctioned load.	Please clarify why the tariff is based on sanctioned load rather than the actual solar capacity to be installed, which more accurately reflects project cost and performance.	Tender condition prevails.
44	If a bidder initially bids for 25 MW and successfully installs/executes the entire capacity, will they be allowed to avail the 50% greenshoe provision and expand their allocation by an additional 12.5 MW or greenshoe is for 500MW capacity	Please clarify if greenshoe eligibility is proportionate for smaller bidders or restricted to higher-capacity awardees only.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
45	Does MAHAPREIT maintain a vetted list of MSMEs under each category (A1 to A4)? If yes, does MAHAPREIT also carry out feasibility checks such as rooftop availability and creditworthiness of MSMEs?	Since RESCO financing depends heavily on the off-taker's credit profile, please clarify whether MAHAPREIT will provide any credit screening or pre-qualification of MSMEs to facilitate bankability of the projects.	MSME details will be shared at the time of signing of contract agreement.
46	Can audited financials for FY 2023-24 be submitted if FY 2024-25 is not yet audited?	Requesting confirmation on which financial year's audited statements will be accepted.	Please refer to the amended RFP document, incorporating added/amended/deleted clauses.
47	Will MAHAPREIT sign the PPA with MSMEs directly, or will a tripartite agreement involving DISCOMs be required?	Requesting clarification on the contracting structure post-award.	Tender condition prevails.
48	Is any state or central capital subsidy applicable to the MSMEs or developers under this scheme?	Kindly confirm if the scheme is linked to PM KUSUM, Rooftop Phase II, or any state incentive programs.	Central/ State capital subsidy will not be provided

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For

**Discovery of Tariff & Selection of Solar Power Developers
Through**

Tendering Process

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**Implementation of 500MW with a 50% 'GREENSHOE' Option, for
Grid Connected Roof Top Solar PV Systems under RESCO Model
at various locations in the State of Maharashtra, Goa, Gujarat,
Uttar Pradesh and Andhra Pradesh**

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Date: 29/05/2025

Issued by: -

**The Mahatma Phule Renewable Energy & Infrastructure
Technology Limited, (MAHAPREIT)**

**B-501 Pinnacle Corporate Park, Next to Trade Center, BKC, Bandra (East),
Mumbai – 400051**

Website: <https://mahapreit.in>



**MAHATMA PHULE RENEWABLE ENERGY &
INFRASTRUCTURE TECHNOLOGY LIMITED**
Subsidiary of MPBCDC (Gov. of MH Undertaking)

RFP No: MAHAPREIT/RESCO/02/2025-26

Dated: 29/05/2025

The Mahatma Phule Renewable Energy & Infrastructure Technology Limited, invites Bids from the Bidders to participate through this “Request for Proposal (RFP) for Tariff Discovery and Selection of Solar Power Developers for Implementation of an Aggregate Capacity of 500 MW, with a 50% ‘GREENSHOE’ Option, for Grid-Connected Rooftop Solar PV Projects under the RESCO Model, for Sale of Solar Power at Various MSME Units in the States of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh”

For the implementation of above-mentioned work, Bidders should submit their bid proposal along with non-refundable Tender fees and all requisite documents complete in all respects on or before 22/07/2025 up to 16:00 Hours in the office of MAHAPREIT in prescribed format. Bid proposals received without the prescribed Tender fees and Bid Security shall be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on 23/07/2025 at 15:00 Hours in the presence of authorized representatives of Bidders who wish to be present.

Bid documents which include eligibility criteria, technical specifications, various conditions of Agreement, formats, etc. can be viewed and can be downloaded from <https://www.mahatenders.gov.in/> for online submission.

DISCLAIMER

1. Though adequate care has been taken while preparing this RFP document (inclusive of Formats and Annexures), the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder at least ten (10) days prior to Bid Submission deadline, whichever is later it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in conjunction with PPA (Part of RFP, in the form of Annexure).
2. MAHAPREIT reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time before Bid Submission deadline. Interested Bidders are advised to follow and keep track of MAHAPREIT's website for updated information. MAHAPREIT is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. MAHAPREIT shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither MAHAPREIT nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Companies Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.
5. It shall be the sole responsibility of the Bidders to ensure the accuracy and completeness of the information furnished in the prescribed Bid formats. Bidders are required to conduct their own independent due diligence with respect to the Project, including but not limited to, assessing its feasibility, verifying the accuracy of the information and claims contained in this document, identifying any potential risks or liabilities, and evaluating the overall suitability of the Project for their participation.
6. The bidder shall be deemed to have carefully examined the terms and conditions, procedure, specifications, forms and formats, annexures/schedules, attachments etc. in this bid document and also to have satisfied himself as to the nature and character of the work to be carried out under the contract, site conditions and all relevant matters & details. the bidders shall also be deemed to have carefully examined the terms & conditions, specifications, state specific regulations & policies, regulatory commission order all applicable rules and regulations for such projects.

BID INFORMATION SHEET

1	Document Description	“Request for Proposal (RFP) for Tariff Discovery and Selection of Solar Power Developers for Implementation of an Aggregate Capacity of 500 MW, with a 50% ‘GREENSHOE’ Option, for Grid-Connected Rooftop Solar PV Projects under the RESCO Model, for Sale of Solar Power at Various MSME Units in the States of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh”
2	RFP No. & Date	RFP No: MAHAPREIT/RESCO/02/2025-26 Dated: 29/05/2025
3	RFP Purchase Start Date	29/05/2025 at 18:00 Hours
4	RFP Purchase End Date	23/07/2025 at 11:00 Hours
5	Broad Scope	Design, Engineering, Supply, Financing, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance for twenty-five (25) Operational Years of Grid Connected Roof Top Solar PV Projects of aggregate capacity of five hundred (500) MW with a 50% ‘GREENSHOE’ Option, for sale of Solar Power under RESCO Model, at various MSMEs in the state of Maharashtra, Goa and Gujarat, Uttar Pradesh and Andhra Pradesh, India.
6	Pre-bid Meeting	The pre-bid meeting shall be held on 30/06/2025 at 15:00 hours. The Bidders shall nominate a maximum of 2 representatives and share the following participation details at:- cgm.reem@mahapreit.in cgm.resco@mahapreit.in cgm.it@mahapreit.in - Name of the Bidder - Name, Email, Contact No. of the Participant(s) Pre-bid meeting shall be hosted ONLINE by MAHAPREIT office, Mumbai.
7	Last date & Time of Bid Submission	23/07/2025 at 15:00 Hours
8	Submission of mandatory hard copies (Technical bid)	----

9	Bid Opening (Technical)	24/07/2025 at 15:00 Hours
10	Bid Opening (Financial)	Will be intimated later through e-procurement portal and MAHAPREIT website.
11	Tender fees and Application fee* (non-refundable) *See sub-para 11 of para 3.9, page no.18	Tender Fee of INR 10,000.00 (Ten Thousand Only) +18% GST and Application fee of INR 500 (Five Hundred Only) +18% GST. Bidders can pay for the cost of documents in only on MAHATENDER web portal.
12	Bid Security/EMD Clause No: 4.13	Interested Bidder shall furnish Bid Security/EMD amount of INR 2,25,000 per MW for each Project category for which Bidder is placing Bid. Bidders placing Bid for more than one Project category could furnish single Bid Security/EMD of value equivalent to the sum of the Bid Security/EMD required for each Project categories in which Bidder is participating. The Bid Security/EMD as defined under clause 4.13 "Project category wise Bid Security/EMD to be submitted by the Bidder(s)" of RFP document, shall be paid online at https://www.mahatenders.gov.in/ websites. Alternatively, for convenience of Bidders and avoid any exigency for Bidders, required Bid Security/EMD may be submitted to MAHAPREIT in the form of: a. Crossed Demand Draft drawn in favour of "MAHAPREIT" payable at Mumbai from a nationalized/ scheduled bank, or b. FDR in favour of MAHAPREIT, Mumbai through A/C of bidder or bank guarantee as per prescribed FORMAT 4. However, these options shall be utilized only when Bidder faces problem with online portal. Bid Information Sheet: Bid Security: 'No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi-Govt./ PSUs. However, MSMEs having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Bid security OR Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Earnest Money Deposit, all the members of the Consortium shall be registered as MSME having valid UDYAM registration as on the last date of bid submission.

13	Performance Guarantee (“PG”) as per clause 5.5.3	Successful Bidder shall be required to furnish a Performance Guarantee (“PG”) as per the provisions of the RFP. The Performance Guarantee required to be submitted in the form of a Bank Guarantee issued by a nationalised or scheduled bank or Cheque, or Demand Draft, or Online Bank Transfer or FDR linked to MAHAPREIT.
14	Tender processing Fee	The non-refundable bid processing fees of Rs. 10 Lakhs+ GST per lot of each 25 MW to be payable by RESCO / bidder to following bank details: Name: Mahatma Phule Renewable Energy and Infrastructure Technology Limited Branch: Kalanagar Bandra IFSC NO: MAHB0000164 Acc. No. 60436723381
15	Bid Guarantee Fee (BGF) Clause no: 4.13	BGF – INR 1,12,500/- per MW (for each Project category for which Bidder is placing Bid shall be paid by bidder in form of BG (FORMAT 4) in case Bid security/EMD is not paid for bidder for any reason as may be allowed under prevailing law or regulation for time being in force to ensure sincerity of bidder to bid the tender which shall be adjusted against PG in case of successful bidder and shall be dealt in accordance with tender terms and conditions for post LOA and in case of unsuccessful bidders ,the bid guarantee fee shall be refundable and shall be dealt as per tender terms. Alternatively, for convenience of Bidders and avoid any exigency for Bidders, required BGF may be submitted to MAHAPREIT in the form of: a. Crossed Demand Draft drawn in favour of “MAHAPREIT” payable at Mumbai from a nationalized/ scheduled bank, or b. FDR in favour of MAHAPREIT, Mumbai through A/C of bidder or bank guarantee as per prescribed FORMAT 4. However, these options shall be utilized only when Bidder faces problem with online portal.
16	Update on this RFP	Bidders are advised to keep track of the changes/ updates/ corrigendum regarding this RFP on https://mahapreit.in/ and https://www.mahatenders.gov.in/ websites.
17	Documents to be uploaded	The PDF copies of original Documents should be uploaded on above mentioned web-site and should be produced for the verification on demand after opening of the Technical Bid.
18	Currency of Bids	Indian Rupees (INR)

19	Address for Bid submission/ correspondence	MAHAPREIT, B-501 Pinnacle Corporate Park, 5th floor, next to Trade centre, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 MAHAPREIT Email ID: cgm.resco@mahapreit.in cgm.it@mahapreit.in lexapex.bidinfo@gmail.com
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B. DEFINITIONS & ABBREVIATIONS

In this “Bid / RFP Document” the following words and expression will have the meaning as herein defined where the context so admits:

- 1) “Affiliate” shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly a) controls, or b) is controlled by, or c) is under common control with a Bidder or Member of a Consortium in which the parent company has at least 26% equity.

Any bank or financial institution shall not be considered as Affiliate;’

- 2) “Benchmark Cost” shall mean the benchmark costs as declared by MNRE for FY 2021- 22 vide their Office Memorandum No. 32/24/2020-SPV Division, dated 27th October 2021, attached as ANNEXURE – IV: MNRE Benchmark Costs for FY 2021-22.
- 3) “B.I.S.” shall mean specifications of Bureau of Indian Standards (BIS);
- 4) “Bid” shall mean the Technical and Financial Proposal submitted by the Bidder along with all documents/credentials/attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
- 5) Bidder(s) shall include any Company, Limited Liability Partnership (LLP), Partnership Firm, Sole Proprietorship, or Consortium formed by such entities that are recognized under any applicable Indian law, including professional bodies incorporated or registered under any relevant law or parliamentary act in India.
- 6) “Bidding Consortium or Consortium” shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid in response to this RFP. Consortium of a maximum of three entities/ members is allowed under this RfP;
- 7) “Bid Deadline” shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
- 8) “Bid Security or Earnest Money Deposit or EMD” shall mean Bid Security to be submitted by the Bidder along with the Bid as per clause 4.13 of this RfP;
- 9) “Bid Validity Period” shall mean the period starting from the bid submission date till the six (6) months from the opening of Financial Bid;
- 10) “CEA” shall mean Central Electricity Authority;
- 11) “COD” shall mean Commercial Operation Date;
- 12) “CERC” shall mean Central Electricity Regulatory Commission;
- 13) “Chartered Accountant” shall mean a person practicing in India or a firm whereof

all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

- 14) "Competent Authority" shall mean Managing Director of MAHAPREIT, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
- 15) "Commissioning" shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations and as per SCHEDULE-I Scope of Work of PPA, by the Solar Power Developer;
- 16) "Commercial Operation Date" or "COD" shall mean the day when full PPA Capacity of the Project shall be declared commissioned by the concerned authority as per the terms and conditions laid out in PPA;
- 17) "Company" shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- 18) The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (Storm, Tempest, Flood, and Inundation (STFI) and Workmanship Insurance) (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty-five (25) Operational Years.
- 19) "Control" shall mean with respect to any Entity means not less than 51% ownership, directly or indirectly, of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise;
- 20) "Day(s)" shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
- 21) "Effective Date" shall mean the date on which all the condition precedents under the PPA shall be accomplished by the RESCO and Procurer;
- 22) "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in this RFP;
- 23) "Eligible Bidder(s)" shall mean a Bidder who is qualified as per the eligibility requirement pursuant to this RFP;
- 24) "Execution Date" shall mean date of signing of a Power Purchase Agreement between Solar Power Developer and the Procurer;
- 25) "Expiry Period" shall mean the date of expiry of the PPA, which shall not be earlier than the 25 (twenty-five) Operational Years from the COD, unless terminated earlier in accordance with the terms of this Agreement;

- 26) "Facilitation charge" shall mean payment towards administrative overheads, liaising with other state authorities, visits to the site for plant inspection and commissioning purposes to the MAHAPREIT.
- 27) "Financial Bid" shall mean online financial Bid, containing the Bidder's quoted First Year Tariff as per format given in the RFP;
- 28) "First Operational Year" shall mean the period commencing from the COD and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD;
- 29) "Government Authority" means one or more of the GoI, the GoMP, any local government or any other ministry, governmental department, commission, board, body, bureau, agency, authority, instrumentality, inspectorate, statutory corporation or body corporate over which the GoI or the GoMP exercises control, court or other judicial or administrative body or official or Person, having jurisdiction over the RESCO, the Unit or any portion thereof and the performance of obligations and exercise of rights of the Parties in accordance with the terms of this Agreement;
- 30) "IEC" shall mean specifications of International Electrotechnical Commission;
- 31) "Inspecting Authority" shall mean the authority designated by the Competent Authority for the said purpose;
- 32) "kWp" shall mean Kilowatt Peak;
- 33) "kWh" shall mean Kilowatt Hour;
- 34) "kW" shall mean kilowatt;
- 35) "Lead Member" shall mean the Bidder itself if it is a single firm, or the member of a Bidder if it is a consortium of two or more firms established during the qualification process for the Project, who has been duly authorized by the other members of the consortium to submit the Proposal and act on behalf of the consortium. In such case, the member of the consortium must submit a Power of Attorney as provided at FORMAT 7: POWER OF ATTORNEY
- Further, there shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;
- Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commercial Operation Date (COD) of the Project;
- 36) "MNRE" shall mean Ministry of New and Renewable Energy, Government of

India;

- 37) "Month(s)" shall mean a calendar month as per the Gregorian calendar;
- 38) "MW" shall mean Mega Watt;
- 39) "MWp" shall mean Mega Watt Peak;
- 40) "MSME" means as per Gazette notification from ministry of micro, small and medium enterprises dated 21 March 2025.
- 41) "Operational Year(s)" the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA;
- 42) "Paid-up Share Capital" means the paid-up share capital as defined in Section 2 of the Company Act, 2013;
- 43) "Payment Security Mechanism" shall have the same meaning as defined in the PPA
- 44) "Power Purchase Agreement or PPA" shall mean the agreement to be executed between RESCO and the Procurer for the supply of Solar Power to the Procurer from the Project commissioned by the RESCO. The PPA is attached as ANNEXURE - II to this RFP;
- 45) "PPA Capacity" shall mean the capacity as confirmed by Successful Bidder after actual survey pursuant to LOA and mentioned in the PPA for the implementation of Projects for sale of solar power to the Procurer;
- 46) "Premise" shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area which is part of the Procurer's establishment;
- 47) "Procurer(s)" shall mean the person or company or organization procuring solar power from the RESCO at competitively determined tariff under this RFP;
- 48) "Project(s)" shall mean the Grid Connected Solar PV Project(s);
- 49) "Project Capacity" means the capacity of the Projects mentioned in the PPA;
- 50) "Project Cost" of a Project shall mean the total cost of the project determined as a multiplication of the Project's PPA capacity with the applicable Benchmark Cost (as per the applicable Capacity Range);
- 51) "Project category(s)" shall mean a Category of Project(s) as per Clause 2.2 of this RFP;
- 52) "Project Company" shall mean Company incorporated by the Bidder as per Indian Laws in accordance with Clause 4.5;
- 53) "Prudent Utility Practices" shall mean the practices, methods and standards that

are generally accepted nationally 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 of the type specified in this RFP, as per requirements of Indian Law;

- 54) "Rate Validity Period" shall mean the period for a particular Project category starting from the date of issuance of LOA for that Project category till twelve (12) Months from the issuance date of LOA. It may be extended further for a period of three (3) Months with mutual consent between the MAHAPREIT and the Successful Bidder of a Project category;
- 55) "RESCO" or "Power Producer" shall mean a person or an entity, which is in the business of supplying power generated through Project installed in the Premise of the Procurer on mutually agreed terms;
- 56) "RESCO Model" shall mean where the Bidders intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of solar power;
- 57) "RFP" shall mean Request for Proposal (RFP)/ Bid document/ Tender document and shall include formats and annexures in it;
- 58) "Scheduled Commercial Operation Date" or "SCOD" shall mean twelve (12) Months from the Effective Date as defined in the PPA;
- 59) "SERC" shall mean State Electricity Regulatory Commission;
- 60) "Solar Power Developer or SPD" shall mean anyone who has accepted the LOA then, enters into a PPA with the Procurer for supply of solar power and has legal ownership of all the equipment of the Project;
- 61) "State DISCOMs" shall mean Distribution licensees in the state
Company Limited and its Distribution companies individually or jointly both;
- 62) "Statutory Auditor" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
- 63) "Successful Bidder(s)" shall mean the Eligible Bidder(s) who quoted the RA L1 Tariff for each Project category pursuant to this RFP for implementation of Projects as per the terms and condition of the RFP Documents or the Eligible Bidder(s) other than Bidder with RA L1 Tariff and to whom LOA has been issued by MAHAPREIT;
- 64) "Term of PPA" shall mean the period from the Execution Date until the Expiry Date;

65) "Year" shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;

66) "Unsuccessful Bidder" shall mean an Eligible Bidder who has either not quoted the lowest tariff (L1) in INR per kWh for the respective category, or, having not quoted the L1 tariff, has failed to match the L1 tariff as per the provisions of the bidding process.

67) Capacity Utilisation Factor (CUF) refers to the ratio of the actual energy generated by the Solar Power Plant over a defined period (typically one year) to the energy that could have been generated had the plant operated at its rated capacity for the same period.

For the purposes of this RFP, the minimum CUF shall be as follows:

- a. For projects located in the States of Maharashtra, Gujarat, Andhra Pradesh, and Uttar Pradesh: not less than 19%.
- b. For projects located in the State of Goa: not less than 17%.

C. INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this RFP are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this RFP, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. As per MNRE OM no. 283/3/2018- GRID Solar-dated 9 March 2021 followed by appropriate notification of Ministry of Finance, Govt. of India, imposition of basic customs duty (BCD) from 1 April 2022 shall not be treated as change in law. However, any future changes in it after last date of online bid submission shall be given appropriate treatment under change in law.

SECTION-I: INTRODUCTION

1. INTRODUCTION:

- 1.1.** “Request for Proposal (RFP) for Tariff Discovery and Selection of Solar Power Developers for Implementation of an Aggregate Capacity of 500 MW, with a 50% ‘GREENSHOE’ Option, for Grid-Connected Rooftop Solar PV Projects under the RESCO Model, for Sale of Solar Power at Various MSME Units in the States of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh” in accordance with MNRE/ SERC/ concerned distribution licensee norms.
- 1.2.** The Bidder(s) are advised to read carefully all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. MAHAPREIT reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All the responsive bidders meeting the eligibility criteria shall be treated at par. Financial Bid of only the Eligible Bidder(s) shall be opened.
- 1.3.** Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works RESCO shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFP and PPA conditions.

SECTION-II: BID DETAILS

2. BID DETAILS:

- 2.1.** The bidding process is for Implementation of approximate five hundred (500) MW capacity with a 50% GREENSHOE option for Grid Connected Roof Top Solar PV Systems, for Sale of Solar Power under RESCO Model, at various MSMEs in the state of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh
- 2.2.** Bidder shall be required to Bid in one or more Project categories as mentioned in below table. The Bidders are advised to understand and satisfy themselves in regards with the detail provided about the various Projects Categories in Annexure – III.

Project category	Capacity slab	Total Estimated Capacity in MW	Estimated average cost of the system per MW (Exclusive GST)
A1	MSMEs having sanctioned demand from 20 kW to 100 kW	125	4,50,00,000/- (INR Four Crore Fifty Lakh Only)
A2	MSMEs having sanctioned demand from 101 kW to 250 kW	125	
A3	MSMEs having sanctioned demand from 251 kW to 1000 kW	125	
A4	MSMEs having sanctioned demand above 1000 kW	125	
	Total	500	

- 2.3.** A Bidder must bid for a minimum of one (1) Project category. A Bidder can bid for all Project categories subject to fulfilment of Eligibility Criteria as mentioned in Clause 4.2.
- 2.4.** Bidder shall be required to quote Tariff (“Quoted Tariff”) in the Financial Bid which shall be inclusive of all charges, taxes and duties. The Quoted Tariff shall be in (Rupees/Unit) up to two (02) decimal places.
- 2.5.** Bidder should ensure compliance to the Ministry of New and Renewable Energy’s ALMM guidelines, as amended from time to time, and provide an undertaking for the same as per FORMAT 16: UNDERTAKING for ALMM GUIDELINES
- 2.6.** Key Dates

S. No.	Tender Stage	Date	Time (Hrs.)
1.	Date of issue of RFP	29/05/2025	1800
2.	Purchase of RFP Start Date	29/05/2025	1800
3.	Pre-Bid Meeting	30/06/2025	1500
4.	Purchase of RfP end date	23/07/2025	1100
5.	Online Bid Submission End Date	23/07/2025	1500
6.	Technical Bid & Bid Security Opening Date	24/07/2025	1500
7.	Financial Bid Opening Date (L1 Rate)	To be intimated later	

2.7. Successful Bidder shall pay facilitation charge to the MAHAPREIT. The payment has to be made by the Successful Bidder, in the form of annuity or solar generation billed as defined in section 4.33.

2.8. The bidder shall be required to submit a bid for a minimum capacity of 25 MW in overall categories and bidder can submit bid for maximum 200 MW including all categories. Bidder are mandatory required to submit the bid of minimum 10% of bided Quantity in A1 category (20kW – 100 kW). Bids quoting less than 25 MW in overall categories and bids quoting less than 10% of the total bided quantity in A1 category shall be deemed non-responsive and shall not be considered for evaluation. MAHAPREIT reserves the right to determine and allocate the project capacity across the states and categories as deemed appropriate.

2.9. MAHAPREIT reserves the right to determine and allocate the project capacity across the state as deemed appropriate.

SECTION-III: INSTRUCTIONS TO THE BIDDER

3. INSTRUCTIONS TO THE BIDDER:

- 3.1.** The total capacities in this tender has been grouped into different Project categories. Bidders can place bid for one or multiple Project categories by paying the Tender fees once at <https://www.mahatenders.gov.in/>
- 3.2.** Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:
- a) Bidder shall establish either net-worth or turnover as required under this RFP.
 - b) In the event that the Bidder or the Lead Member of the Consortium has relied on an Affiliate to meet the Financial Eligibility criteria, the relationship between the Bidder and the said Affiliate shall be maintained for at least the duration of the First Operational Year of each Project under the relevant Project category. Furthermore, any Consortium member that has relied on an Affiliate to fulfil the Financial Eligibility criteria shall also be required to sustain the same relationship with such Affiliate for the aforementioned period. Additionally, the Affiliate of the Bidder and any Consortium member shall provide the information requested in FORMAT 9 and FORMAT 12.
- 3.3.** A Bidder shall not have a conflict of interest for the bid Project category. Bidder(s) shall be disqualified in the Project category(s) where it has conflict of interest. In a particular Project category, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
- a) A Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium.
 - b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of MAHAPREIT regarding this bidding process.
- 3.4.** MAHAPREIT has rights to annul/cancel the bid of Bidders who will take any assistance or support, except as may be required by MAHAPREIT, in any form from any of the independent consultant or consulting agency who is directly associated with MAHAPREIT during preparation of RFP and PPA.
- 3.5.** Instruction to Bidders on E-Tendering

- a) For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://www.mahatenders.gov.in/>. Therefore, it is advised to all Bidders to get register at the E-Procurement portal at the earliest.
- b) Tender documents can be downloaded from website <https://www.mahatenders.gov.in/>. Bidders need to submit the Tender fees on or before the time of online submission of the bid.
- c) Service and gateway charges shall be borne by the Bidders.
- d) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) of appropriate class as specified for the E-Procurement system (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra, etc).
- e) For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://www.mahatenders.gov.in/>. Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. MAHAPREIT will not be responsible for delay in issue of Digital Signature Certificate.
- f) The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
- g) If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- h) Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
- i) Bidder must positively complete online e-tendering procedure at <https://www.mahatenders.gov.in/>
- j) MAHAPREIT shall not be responsible in any way for delay /difficulties/inaccessibility of the downloading facility from the website for any reason whatever.
- k) Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.

- l) After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.

3.6. The Bidders shall have to submit their Financial Bid and Technical Bid along with all required relevant documents/ certificates, online (duly encrypted bids) as per time schedule (Key dates) as mentioned in RfP.

However, Bidders need to submit hard copies (original) of documents/ certificates on signed on stamp papers, Bid Security /EMD (as applicable) and such other documents as may be prescribed by MAHAPREIT. If qualified bidder discovered as L1 bidder or matching the L1 price denies to execute or enter into contract/sign in the contract agreement the respective bidder will be debarred/blacklisted AND EMD submitted by the bidder shall be forfeited.

3.7. For any type of clarification, Bidders can visit <https://www.mahatenders.gov.in/> and can call help desk mentioned in the website.

3.8. If any excess solar energy generated is not consumed by the MSME and is curtailed at the site due to applicable State policies, zero-export restrictions, or any other reason, no compensation shall be payable by the DISCOM or MAHAPREIT for such unused units.

However, the PPA being facilitated by MAHAPREIT includes a draft “Deemed Generation” clause, which allows RESCOs to seek compensation from the MSME in defined circumstances such as load unavailability, site shutdowns, or rooftop access restrictions. This clause shall be effective subject to mutual agreement at the time of PPA execution.

3.9. The list of prospective MSME will be shared with successful bidders after issuance of LoA and after receipt of 2% facilitation charges or part of that as mentioned in Schedule of Facilitation Charge Collection from bidder, signing of contract agreement.

3.9 Other instructions to the bidder:

1. To View-Tender Document, Notice, Detailed Time Schedule, Tender Document for any Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Government of Maharashtra: <https://mahatenders.gov.in>

2. Bidders should enroll themselves in <https://mahatenders.gov.in>
(<https://mahatenders.gov.in/nicgep/app?component=%24WebHomeBorder.%24WebRightMenu.%24DirectLink&page=Home&service=direct&session=T>)
3. Bidder should have Class-3 Digital Signature for the submission of Bids.
4. To purchase a Class 3 digital signature online in India, you can visit websites like e-Mudhra, ID Sign, or Sign your doc, which offer various options for individuals and organizations, including signing-only, encryption, and combo certificates with different validity periods. <https://emudhradigital.com/>
5. For new bidders pls go through below video link for more details of enrollment
<https://www.youtube.com/watch?v=JzU117fCSTk>
6. If bidder facing Digital sign issue at the time enrollment or after login -
<https://www.youtube.com/watch?v=njbZRUh-koM&list=PL2kwg9QSaSkpCp1ltGgi4b5BNhTwNOLNo> or
<https://www.youtube.com/watch?v=Z85aG4LpqtY>
7. To search MAHAPREIT tenders Select Organisation as “Social Justice and Special Assistance” Under its Sub-Department as “MAHATMA PHULE RENEWABLE ENERGY & INFRASTRUCTURE TECHNOLOGY”.
8. For new bidders kindly go through the Bidders Manual Kit
<https://mahatenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>
particularly Registration of Bidders document.
9. For FAQ's pls go through
<https://mahatenders.gov.in/nicgep/app?page=FAQFrontEnd&service=page>
10. For EMD and Tender fees payments, Bidders who are required Internet banking facility only. (No Debit/ Credit card, UPI or any other payment option is allowed.)
11. For paying EMD and Tender Fees through Net Banking using other banks (Other than SBI Bank) we are requested to make online payment four days in advance.

12. From 15th August 2024 application fees of INR 500 + 18 % GST per bid shall be charged from the bidders by Government of Maharashtra.

13. For online Payment related issues, kindly send an email with Bank Reference Number to this email ID merchant@sbi.co.in for clarifications.

14. For any technical related queries please call at 24 x 7 Help Desk Numbers as below 120-4001, 0120-4001 005, 0120- 4493395
International Bidders are requested to prefix 91 as country code

15. E-Mail Support

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - support-eproc@nic.in

4. ELIGIBILITY CRITERIA

4.1. GENERAL

The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with FORMAT- 2.

Bidder or any member of Consortium having been blacklisted by MAHAPREIT or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.

Bidder or Consortium shall be ineligible for participation in this RFP in following cases:

- i. MAHAPREIT reserves the right for cancellation/reduction in the quantity of issued work order
- ii. If Bidder or any member of consortium is involved in litigation or arbitration with MAHAPREIT arising out of work completed or under execution by it, of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded in last five (5) Years. An undertaking in this regard shall be submitted by the Lead Bidder on his letterhead, duly signed by the authorized representative of the bidding entity.

4.2. TECHNICAL ELIGIBILITY CRITERIA

1. The Bidder must have experience in Design, Supply, Installation & Commissioning of cumulative minimum 5 MW capacity of Grid connected rooftop/Ground mount Solar PV project/s in previous 5 (five) years.

AND

Grid connected rooftop/Ground mount Solar PV Project/s must be commissioned and should be satisfactory operating period not less than One year.

2. The bidders shall submit all related experience certificates of completed projects within period of previous five (5) years.
3. The last date of bid submission will be the cut -off date for consideration of such experience.
4. Documentary evidence in support of the same shall be furnished along with the bid. Bids not meeting this criterion shall be considered non-responsive.

4.3. FINANCIAL ELIGIBILITY CRITERIA:

The Bidder should have minimum Net Worth of INR twenty-five (25) lakhs per MW or Turnover of INR One (1) Crore per MW of Grid connected rooftop/Ground mount Solar PV Project/s for Project category, subject to provisions of Clause 3. In case a Bidder is submitting bid for two or more Project categories, then financial requirement shall be met on cumulative basis by adding individual financial requirement for each Project category for which Bidder is participating. In case of Consortium, Net worth or Turnover should be fulfilled jointly by members of consortium.

The Computation of Net Worth shall be based on unconsolidated audited annual accounts of FY 2023-24. The formula of calculation of net-worth & turnover shall be as per Companies Act 2013.

Whereas bidders using turnover criteria should have minimum average turnover of INR One (1) Crore per MW of Grid connected rooftop/Ground mount Solar PV Project/s for Project category during the last three (3) years ending either March 2024.

In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net- worth shall be equal to Partner's Capital in case of a Partnership Firm/ Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves)

Net worth and turnover certificate by statutory auditor / CA certified.

Note:

- i. All requisite documents, such as Balance Sheet, P&L Account, Schedules etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder claim for meeting the Financial Eligibility Criteria shall require to be submitted.
- ii. It is essential to submit Financial Eligibility Criteria requirement and undertaking

form as attached in FORMAT 8 and FORMAT 10 of this RFP document.

- a) For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of Financial Eligibility requirements provided the Bidder has at least twenty six percent (26%) equity and control in each company whose accounts are merged in the audited consolidated accounts.
- b) Bidder shall furnish documentary evidence as per the FORMAT 9, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.
- c) Bidder can use its own financial strength or of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
- d) In case of Consortium, Financial Eligibility Criteria has to be met jointly by Lead Member or its Affiliate.
- e) Bidders shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility as per FORMAT 14: DECLARATION. If the declaration to above effect is found to be false, the eligibility would be considered null and void.

4.4. CHECK-LIST:

To ensure that the online and only necessary hard copy documents submission Bid is complete in all respects, checklists are required to be duly tick marked/ filled for the enclosures which are attached with the RFP document. Hard copy submission shall contain only those documents as per SECTION- IV: Checklist 2 under this RfP. The requisite documents required are indicated in the checklists. It is essential for the Bidders to submit checklists duly sealed and signed with envelope. However, this checklist is indicative, and Bidder shall be responsible for meeting all information requirements as per provisions of this RFP.

4.5. INCORPORATION OF A PROJECT COMPANY:

- a. The Selected Bidder executing the Project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the PPA, shall not fall below 51% at any time prior to 01 (one) year after the COD. In the event the selected Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the PPA, shall not fall below 51%

at any time prior to 01 (one) year after COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- b. In case of the selected Bidder itself executing the PPA, it shall ensure that its promoters shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors), till 01 (one) year after the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- c. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained for a period of 01 (one) year after COD.
- d. Any change in the shareholding after the expiry of 01 year after COD can be undertaken under intimation to MAHAPRIET and the Client Organization
- e. The successful bidder shall be obligated to create a company (Special Purpose Vehicle or SPV) as the Project Company prior to the execution of the Power Purchase Agreement (PPA).

4.6. BID SUBMISSION BY THE BIDDER:

- a. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.
- b. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, MAHAPREIT reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MAHAPREIT within the timeline provided by the MAHAPREIT may be a ground for rejecting the Bid(s).
- c. Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by authorised representative of the Lead Bidder. Strict adherence to the necessary documents required to be submitted as original hard copies in Envelope, as per clause 4.8 shall be ensured,

failure on this account may lead to rejection of Bid.

d. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of MAHAPREIT and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.

e. The bidding Company should designate authorised representative but not more than three (3) persons to represent the bidding Company in its dealings with MAHAPREIT. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The bidding Company should submit, along with Bid, a Power of Attorney (To be stamped on non – judicial stamp paper of INR.1000 of the state where the document is made) in original as per FORMAT 7, authorizing the signatory of the Bid.

4.7. CLARIFICATIONS AND PRE-BID MEETING:

a. The Bidder may seek clarifications or provide comments on RFP in writing, through a letter at MAHAPREIT's given address on or before the date and time mentioned in Key Dates as per RfP.

b. The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid Information Sheet, or any such other date as notified by MAHAPREIT.

c. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including in particular, issues raised in writing and submitted by the Bidder

d. MAHAPREIT is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

4.8. BID DOCUMENTS:

Except as required in this RfP, all necessary and relevant documents as a part of Technical Bid and Financial Bid are to be submitted only ONLINE. No Financial Bid related document shall be submitted offline/ hard copy. None of the documents/ papers as a part of Technical Bid shall be submitted offline/ hard copies except as provided in this RfP. Bid documents shall comprise of following:

- Covering Letter as per prescribed FORMAT 1

- Tender fees Transaction statement
- Proof of Bid Security of required value as mentioned in Clause 4.14 or FORMAT 4, if applicable;
- General particulars of Bidder as per FORMAT 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- Bidder's composition and ownership structure as per prescribed FORMAT 3 as shareholding certificate for a Company/Partner contribution for an LLP certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable).
- Original power of attorney (To be stamped on non – judicial stamp paper of INR.1000 of the state where the document is made, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Companies Act 1956 or Companies Act2013).
- FORMAT 8 for meeting Financial Eligibility Requirements along with all supporting documents.
- FORMAT 9, if applicable, supported by Board Resolution of the Affiliate.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per FORMAT 10, as applicable.
- FORMAT 12 for Consortium Agreement, if applicable.
- FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM. (To be stamped on non – judicial stamp paper of INR.500 of the state where the document is made)
- FORMAT 14: DECLARATION
- FORMAT 15: UNDERTAKING
- Signed and stamped Copy of the finalized RFP and PPA and all the amendments, addendum & clarifications are required to be submitted online.

4.9. METHOD OF BID SUBMISSION

- a) Bidders are required to submit Technical Bid, along with all relevant documents

as detailed in Clause 4.8 above through online only. However, original hard copies of following documents shall be submitted to MAHAPREIT as per key dates before the Bid Deadline: -

- (i) Covering Letter as per prescribed FORMAT 1
 - (ii) Bid Security of required value as mentioned in Clause 4.13, and FORMAT 4, if applicable;
 - (iii) Original power of attorney (To be stamped on non – judicial stamp paper of INR. 500.00 of the state where the document is made, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Companies Act 1956 or Companies Act 2013)
 - (iv) FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM. (To be stamped on non – judicial stamp paper of INR. 500.00 of the state where the document is made).
 - (v) Such other minimum documents/ certificates in original/ copy as MAHAPREIT may reasonably prescribe.
- b) Financial Bid shall be submitted only through online mode with due encryption.

The Bidder has the option of sending original hard copies of documents as mentioned in SECTION VI: CHECKLIST under this RfP as a part of Technical Bid either by registered post or by speed post or by hand delivery, so as to reach MAHAPREIT by the Bid Deadline. MAHAPREIT shall not be responsible for any delay in receipt of such hard copy submission as required under this RfP. It should be noted that except online Financial Bid, no other envelope/ document should contain any information/document relating to Financial Bid. MAHAPREIT shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

All pages of the Bid, except for the Bid Security and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it has to be signed by the authorized signatory of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further,

any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the original/ copies of Bid documents, as applicable, duly signed by their authorized signatory of the Bidder.

4.10. BID DEADLINE:

The Bidder should submit the online and physical documents of the Bid on or before the time schedule mentioned in Bid Information Sheet.

4.11. BID VALIDITY PERIOD:

The Bid shall remain valid for a period of six (6) Months from the date of opening of Financial Bid. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter of Award (“LOA”) within 15 days of issuance of LOA, MAHAPREIT shall take actions against the Bidder as per relevant clause of the RfP and as deemed necessary. The date of issuance of LOA shall be intimated by the MAHAPREIT to the Successful Bidder. In exceptional circumstances if LOA is not issued to the Successful Bidder(s) during the Bid Validity Period, the MAHAPREIT may solicit the Bidder's consent to extend the Bid Validity Period. In such circumstances, the Bid Security provided shall also be suitably extended by the Successful Bidder.

4.12. COST OF BIDDING:

The Bidder shall bear all the costs associated with the preparation and submission of Bid, MAHAPREIT in any case will not be responsible or liable for these costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though MAHAPREIT may elect to modify/withdraw the invitation of Bid.

4.13. BID SECURITY/EMD:

Interested Bidder shall furnish Bid Security/EMD of INR 2,25,000 /MW for each Project category for which Bidder is placing Bid. Bidders placing Bid for more than one Project category could furnish single Bid Security/EMD of value equivalent to the sum of the of Bid Security/EMD required for each Project categories in which Bidder is participating. The Bid Security/EMD as defined under shall be paid online at <https://www.mahatenders.gov.in/> portal.

Alternatively, for convenience of Bidders and avoid any exigency for Bidders, required

Bid Security/EMD may be submitted to MAHAPREIT in the form of cross Demand Draft drawn in favour of “MAHAPREIT” payable at Mumbai from a nationalized/ scheduled bank, or FDR in favour of MAHAPREIT, Mumbai through A/C of bidder or bank guarantee as per prescribed FORMAT 4: FORMAT FOR BID SECURITY Details of bank account of MAHAPREIT is as below:

Name of party	Mahatma Phule Renewable Energy & Infrastructure Technology Limited
Name of bank	SBI
Account no	42806014198
IFSC	SBIN0009995
MICR Code	400002133
Branch Code	9995

The initial validity of Bid Security shall be for a period of three hundred (300) Days from the Bid Deadline, which shall be extended by the Bidder on the advice of MAHAPREIT, if required, at any time either before bid process is concluded or during Rate Validity Period of Agreement

Bid Security/EMD/bid Guarantee fee shall be returned to Successful Bidder within fifteen (15) Days subjected to following conditions

- i. Acceptance of LoA by successful bidder.
- ii. Receipt of 1st installment facilitation charges to MAHAPREIT
- iii. submission of first Performance Guarantee (PG) of 5 MW slot by the Successful Bidders to MAHAPREIT

Bid Security/EMD/bid Guarantee fee shall be returned to unsuccessful Bidder within fifteen (15) Days from the date of issuance of LoA to successful bidder.

The Bid Security/EMD shall be denominated in Indian Rupees and:

Bid Security/EMD should be confirmed for payment to MAHAPREIT by respective banks.

- a. Bid Security/EMD, if in the form of bank guarantee, shall be submitted in its original form to MAHAPREIT. Copies of Bid Security/EMD shall be uploaded online.

Further, provisions of this Clause 4.13 will be invoked on occurrence of any of the following events:

- a. If a Bidder withdraws/revokes or cancels or unilaterally varies his Bid in any manner during the Bid Validity Period.
- b. If Successful Bidder fails to accept the LOA or doesn't submit the PG of needful value within prescribed time.
- c. If Successful Bidder fails to sign or refuses to execute PPA within the indicated time unless the default / delay is due to Procurer.
- d. If the 1st instalment of facilitation charges of MAHAPREIT are not submitted.

4.13.1 Bidders placing Bid for more than one Project category may furnish individual Bid Security for each Project categories. However, Bidders placing Bid for more than one Project category may furnish single Bid Security of value equivalent to the sum of the of Bid Securities required for each Project categories in which Bidder is participating.

4.13.2 MSMEs having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RfP document, Bid Security or Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Charge & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.

4.14. OPENING OF BID:

Technical Bid (Envelope I and Envelope II) of the Bidder shall be opened at the time mentioned in Key Dates at the venue indicated in this RFP.

4.15. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:

This RFP may be withdrawn or cancelled by the MAHAPREIT at any time without assigning any reasons thereof. In such cases, submitted Bid Security will be returned to all respective bidders. The MAHAPREIT further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

The MAHAPREIT reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the MAHAPREIT shall have no liability towards any Bidder and no Bidder shall have any recourse to the MAHAPREIT with respect to the selection process.

Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, MAHAPREIT reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MAHAPREIT may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted as per SECTION VI: CHECKLIST shall be ensured, failure on this account may lead to rejection of Bid.

MAHAPREIT reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by MAHAPREIT will be full and final.

4.16. ZERO DEVIATION:

This is a zero-deviation bidding process. Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Conditional Bid or Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.

4.17. EXAMINATION OF BID DOCUMENT:

Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of RFP/ Agreement, and other details relating to envisaged work as per the RFP.

The Bidder shall be deemed to have examined the RFP and Agreement, to have obtained information on all matters whatsoever that might affect the execution of the Project activity and to have satisfied himself as to the adequacy of his Bid. The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies, he has to complete in accordance with the RFP.

Bidder is advised to submit the Bid on the basis of conditions stipulated in the RFP. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in RFP shall not be accepted by MAHAPREIT and shall invite rejection of such Bid(s).

Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall

confirm in all respects with requirements and conditions referred in this RFP or its amendments, if any.

The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (Storm, Tempest, Flood, and Inundation (STFI) and Workmanship Insurance) (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty-five (25) Operational Years.

4.18. CHANGE IN LAW

4.18.1. "Change in Law" means the occurrence of any of the following events after the Bid

Deadline resulting into any additional recurring/ non-recurring expenditure by the RESCO or any income to the RESCO:

- 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. change in the interpretation or application of any Law by any Indian 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. change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the RESCO, which results in any change in any cost of or revenue from the business of selling electricity by the RESCO to Procurer under the terms of the PPA;
- e. a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the RESCO;
- f. change in the Rules, Regulations, Orders or any document issued or released by the CERC/ CEA/ SERC/ State DISCOMs or any other Government Authority;
- g. any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by RESCO as

per the terms of the PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the RESCO, or (ii) change in income taxes applicable for the RESCO.

4.19. TAXES AND DUTIES:

The Financial Bid should include all taxes and duties etc., if any. RESCO shall be entirely responsible for all taxes, duties, license charges, etc. All taxes shall be payable by the RESCO. However, if any new change in tax/duty and cess is effected in the period after the Bid Deadline till the Execution Date, the same will be passed on by the RESCO to the Procurer and vice-versa as determined by the Competent Authority.

4.20. IMPACT OF CHANGE IN LAW:

Any impact due to a 'Change in Law' event for the duration from Bid Deadline till the Execution Date shall be evaluated by MAHAPREIT in consultation with Procurer and passed on as a change in Quoted Tariff, after the project completion, for such period of the Term of PPA as may be reasonable.

4.21. PROGRESS REPORT:

The RESCO shall submit Quarterly progress report to MAHAPREIT from the

Effective Date of first PPA till the COD of last PPA of the Category allotted to him in the prescribed format as mentioned in ANNEXURE – I: PROGRESS REPORT FORMAT. MAHAPREIT shall have the right to depute his/their representatives to ascertain the progress at the premises of work of the RESCO.

4.22. FORCE MAJEURE:

For purpose of this RFP, force majeure shall mean an event beyond the control of the RESCO and not involving his fault or negligence and not foreseeable, in its contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction, freight embargoes, site clearance, etc. Whether a force majeure situation exists or not, shall be decided by MAHAPREIT and its decision shall be final and binding on the RESCO and all other concerned.

In the event that the RESCO is not able to perform his obligations under this Agreement on account of force majeure, he will be relieved of his obligations during

the force majeure period.

If a force majeure situation arises, the RESCO shall promptly notify MAHAPREIT and Procurer both in writing, not later than three (3) Days from the date such situation arises (in case, communication is not possible to MAHAPREIT, RESCO shall notify MAHAPREIT not later than one (1) Day from the day when communication system will be restored). The RESCO shall notify MAHAPREIT and Procurer not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, MAHAPREIT shall decide and grant suitable additional time for the completion of the work, if required.

Failure of such RESCO in timely intimating MAHAPREIT of such event/ situation will suspend its right for any relief otherwise eligible under such force majeure conditions.

4.23. APPLICABLE LAW:

The Agreement shall be interpreted in accordance with the laws of India.

4.24. SETTLEMENT OF DISPUTE:

If any dispute of any kind whatsoever arises between MAHAPREIT (located in Mumbai) and the RESCO (the Successful Bidder) in connection with or arising out of this RFP, including without prejudice to the generality of the foregoing, any question regarding the existence, validity, or termination of the Agreement, the parties shall first seek to resolve such dispute or difference by mutual consent.

In the event that the dispute remains unresolved through mutual consent, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time) and the rules framed thereunder. The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. If the parties fail to agree on the appointment of the arbitrator within 30 days from the date of the notice invoking arbitration, the arbitrator shall be appointed by the Mumbai Centre for International Arbitration (MCIA) in accordance with its rules.

Notwithstanding any reference to arbitration, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

The cost of arbitration shall be borne as per the award of the arbitrator.

4.25. LANGUAGE:

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in Hindi/ English Language. The Agreement and all correspondence between the MAHAPREIT and the Bidder shall be in Hindi/ English language.

4.26. AMENDMENT:

MAHAPREIT reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Bidder are advised to follow and keep track of MAHAPREIT website for updated information till the selection of Successful Bidder. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. MAHAPREIT shall not be responsible and accountable for any consequences to any party.

4.27. SEVERABILITY:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable, and, in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force and effect.

4.28. PRICE PREFERENCE:

There is no relaxation in terms of any conditions of the RFP or Processing Charge or Bid Security or PG for any private company or State or Central company/agency.

4.29. TAX EXEMPTIONS:

MAHAPREIT will extend possible cooperation to Successful Bidder(s)/ RESCO(s) in availing any tax exemptions available under any Policy/Scheme of Central or State Government. However, the responsibility of availing any such exemptions, if any, would rest with the Successful Bidder(s)/ RESCO(s).

4.30. FRAUD AND CORRUPTION

The Bidder(s)/ Successful Bidder(s)/ RESCO(s), suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the MAHAPREIT:

- I. Defines, for the purpose of this provision, the terms set forth below as follows:

- i. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is

aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a MAHAPREIT’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

ab) acts intended to materially impede the exercise of the MAHAPREIT’s inspection and audit rights.

- II. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- III. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- IV. will have the right to require that the provision be included in Bidding Documents

and in contracts, requiring Bidders, suppliers, and contractors and their sub- contractors to permit the MAHAPREIT to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the MAHAPREIT.

4.31. DEBARRED FROM PARTICIPATING IN MAHAPREIT'S TENDER

MAHAPREIT reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidder may be debarred from participating in MAHAPREIT's any future tender/ RFP for a period as decided by the Competent Authority.

4.32. GREENSHOE OPTION METHODOLOGY:

In the context of RESCO (Renewable Energy Service Company) based rooftop solar PV projects, the Greenshoe option refers to a provision in the tender that allows the implementing agency to award up to an additional 50% of the initially tendered capacity to successful bidders at the same discovered tariff and under the same terms and conditions.

As the tender mentions a "Greenshoe option of 50%", it implies:

- If the total tendered capacity is 100 MW, the agency may allocate up to 150 MW in total, subject to developer willingness and agency discretion.
- This is not mandatory but a right reserved by MAHAPREIT.

The Greenshoe option may be exercised after the main tender capacity is awarded if:

1. There is high demand from MSMEs for rooftop solar installations (more than the tendered capacity).
2. The agency wants to scale up the program quickly without floating a new tender.
3. L1, L2, L3 bidders in that order have sufficient capacity and are willing to take additional allocation at the same tariff.

How the Extra 50% Capacity is Allocated:

1. To L1 Bidder First:
 - The implementing agency typically offers the additional capacity to the L1 bidder first, up to a certain cap.

- If L1 cannot absorb the full extra 50%, the remaining capacity is offered to L2, L3... in order of merit, provided they match the L1 tariff.

2. Conditions:

- The developer must agree to the same terms of the original bid (tariff, commissioning period, O&M conditions).
- The MAHAPREIT may set limits (e.g., no bidder can get more than x MW under Greenshoe unless otherwise specified).
- The developer must demonstrate the technical and financial capability to take on the additional capacity at the same rate.

Note: In the context of the Greenshoe option, MAHAPREIT may, at its discretion, allocate capacities across all five states to ensure balanced distribution.

4.33. RISK GUARANTEE MECHANISM:

4.33.1 Risk Guarantee Mechanism Amount:

Payment Security Mechanism amount will be assessed on case to case basis for eligibility only after verification by a third party evaluator.

4.33.2 RISK GUARANTEE MECHANISM

a. Non-payment by Procurer:

The Risk Guarantee Mechanism shall be invoked if the procurer fails to make payments as stipulated under the executed PPA. Invocation shall be subject to verification that the payment default has occurred under the defined conditions and within the validity period of the mechanism.

b. Default Situations:

A procurer shall be deemed to be in default in either of the following situations:

- Non-payment continues for six (6) consecutive months following the complete commissioning of the allotted capacity; or
- The total accumulated non-payment equals six (6) months at any point in time.

In such cases, MAHAPREIT reserves the sole right to declare a “default” and initiate the Risk Guarantee Mechanism accordingly, subject to independent verification.

c. Scope of the Risk Guarantee Mechanism:

The Risk Guarantee Mechanism is intended to provide partial compensation to RESCOs against verified losses resulting from procurer default. It covers a portion of

the capital investment made by the RESCO, subject to defined caps and exclusions. The guarantee is valid for a limited period under the PPA, and excludes interest on debt, O&M costs, and profit margins. The working of the mechanism may vary from case to case, and MAHAPREIT reserves the right to approve invocation or cancellation of the Risk Guarantee Mechanism based on due diligence.

4.33.3 PROCEDURE FOR RISK GUARANTEE MECHANISM

4.33.3.1 Objective:

The objective of the Risk Guarantee Mechanism is to protect RESCOs (Renewable Energy Service Companies) from partial financial losses arising from payment defaults by MSMEs. It serves as a risk mitigation instrument, providing partial compensation in the event of non-payment under the Power Purchase Agreement (PPA).

4.33.3.2 Applicability:

- a. The Risk Guarantee Mechanism shall apply when an MSME defaults, as defined in Clause 4.33.3.3, on its financial obligations under the PPA. In such cases, the mechanism provides partial financial compensation to the RESCO for losses arising from non-payment by the procurer.
- b. MAHAPREIT reserves the right to declare the procurer to be in default under the terms specified herein.

4.33.3.3 Invocation of the Risk Guarantee

4.33.3.3.1 Grounds for Invocation

Invocation of the Risk Guarantee shall be permitted only under the following conditions:

- a. Non-payment by Procurer: The mechanism shall be invoked if the procurer fails to make payments as per the terms of the executed PPA.
- b. Occurrence of Default: A procurer shall be considered in default under either of the following circumstances:
 - i. Non-payment continues for six (6) consecutive months following the complete commissioning of the allotted system capacity; or
 - ii. The total accumulated non-payment amounts to six (6) months at any point in time.

MAHAPREIT reserves the right to make the formal declaration of default in such

cases.

c. Change in Law or Policy: If changes in government laws or policies directly impact the operations of the MSME, the RESCO shall be eligible to invoke the Risk Guarantee only after MAHAPREIT completes a due diligence exercise and confirms that such changes materially affect the MSME's ability to pay.

4.33.3.3.2 Obligations of RESCOs

a. RESCOs shall be eligible to avail of the Risk Guarantee only if they register the system for coverage within thirty (30) days of complete commissioning of the allotted capacity.

b. RESCOs must submit the complete project cost details to MAHAPREIT for record and validation purposes.

4.33.3.4 Tenure and Structure of the Risk Guarantee:

a. The Risk Guarantee shall be valid for the allotted capacity for a period of three (3) years from the date of complete commissioning of the system, as per the PPA.

b. The "Zero Day" shall commence from the first month following full commissioning of the allotted capacity.

c. The Risk Guarantee shall cover up to 30% of the benchmark or estimated cost declared by MAHAPREIT, subject to a maximum cap of 10% per category slab across the total project portfolio. Debt servicing costs, operations and maintenance (O&M) expenses, and profit margins are not covered under this guarantee. Coverage shall decline on a pro-rata basis, as shown below:

Year	Percentage of Risk Guarantee Coverage
1st Year	30%
2nd Year	20%
3rd Year	10%

d. If a RESCO recovers the defaulted amount from the procurer (MSME), it shall return the corresponding amount received under the Risk Guarantee to MAHAPREIT within thirty (30) days of such recovery. If recovery is not effected through the escrow account, MAHAPREIT reserves the right to initiate legal proceedings. MAHAPREIT shall have the first claim over any recovered amount.

e. RESCOs shall be eligible under this mechanism only if the solar system is installed, commissioned, and continuously maintained at the registered site(s). If the

RESCO removes the system from the MSME's rooftop—whether or not a default

has occurred—it shall not be entitled to claim under the Risk Guarantee.

4.33.3.5 Claim Settlement:

- a. The RESCO shall submit a formal notice of claim, along with relevant supporting documents, to MAHAPREIT.
- b. Upon receipt, MAHAPREIT shall initiate a verification process through an authorised third-party evaluator.
- c. Subject to verification and approval, the claim amount shall be disbursed to the RESCO.

4.33.3.6 Guarantee Management:

MAHAPREIT shall manage the Risk Guarantee Mechanism and ensure a transparent, equitable, and accountable process for its invocation, assessment, and settlement. Any disputes arising from the invocation or management of the mechanism shall be addressed in accordance with the dispute resolution framework described below.

4.33.3.7 Dispute Resolution:

Any disputes relating to the invocation of the Risk Guarantee shall be resolved through arbitration, in accordance with the dispute resolution clause of the tender, under the jurisdiction of Mumbai.

MAHAPREIT reserves the right to amend or modify the terms of the Risk Guarantee Mechanism prospectively for new or future projects. However, the rights and entitlements of RESCOs under existing projects already registered under this mechanism shall remain unaffected.

4.34. FACILITATION CHARGE:

MAHAPREIT will levy facilitation charge from the successful bidder, 6% value of allotted capacity with an estimate of 1 MW as mentioned in the RFP will be charged as facilitation charge distributed over the period of 25 years in four installments from the date of issue of LOA. Facilitation charge is a comprehensive package covering validation, service, aggregation, certification, and portal charges, all of which are essential for the efficient execution and ongoing management of the project. These charges contribute to the validation and aggregation of the consumer, ensuring maximum implementation of solar energy projects in MSMEs. Additionally, the facilitation charge includes Payment security mechanism charges, providing financial security and mitigating risks associated with the project. The phased collection of

charges over the project's duration aligns with the delivery of services and milestones achieved, promoting accountability and sustained support. This charge structure reflects a strategic investment in the success and longevity of the project, facilitating a robust framework for the deployment of clean energy solutions in Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh. The facilitation charge for the Implementation of Grid Connected Roof Top Solar PV Systems under the RESCO Model at various locations in the State of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh is outlined below. The facilitation charge is designed to cover various essential services, validations, certifications, and guarantees associated with the project. These charges will be collected as an annuity over a specified period.

4.34.1 Facilitation Charge Structure:

A facilitation charge of 6% value of allotted capacity will be applicable. This charge includes the following components:

- a. Validation
- b. Service
- c. Aggregation
- d. Certification
- e. Portal facilitation
- f. Risk Guarantee Mechanism to RESCOs

4.34.2 Schedule of Facilitation Charge Collection:

Bidders have two options for payment of facilitation charge payment:

- i. Payment in terms of annuity for the first three years of LOA. The facilitation charge will be structured as an annuity and will be paid in accordance with the specified schedule outlined below.

Timeline	% of estimated project cost per MW of allotted capacity
At the date of LOA	2%
At the End of 1 st Year from the date of LOA	2%
At the End of 2 nd Year from the date of LOA	2%

Percentage mentioned above is as per the estimated project cost per MW excluding GST.

Illustration for facilitation charges to be paid to MAHAPREIT (100MW)

Bided Qty 100 MW	Total estimated cost for 100 MW – INR 450 Cr
MAHAPREIT facilitation charges @ 6%	INR 27 Cr
1st installment to be paid to MAHAPREIT	2% - INR 9 Cr

Bidder may choose one of the following option to pay only 1st installment to MAHAPREIT

Option 1 Payment in installments

Percentage of 2 % facilitation charges (1st installment)	Amount to be paid (Cr)	Payment schedule
30 %	2.7	At the time of submitting acceptance of LoA
35%	3.15	90 days from acceptance of LoA
35%	3,15	180 days from acceptance of LoA

Option 2

Bidder may pay 1st instalment of total (2%) of facilitation charges at the time submitting acceptance of LoA

EMD refund will be treated as per the option selected by bidder

4.34.3 Compliance:

All payments related to the facilitation charge must be made in accordance with the specified schedule mentioned above. Failure to comply with the payment schedule may result in penalties or other consequences as outlined in the terms and conditions of the Request for Proposal (RFP) document.

By participating in this tender process, the bidder acknowledges and agrees to adhere to the facilitation charge structure and schedule outlined herein. Any questions or clarifications regarding these charges should be addressed through the official communication channels provided in the RFP document.

4.35. Billing Metering and Collection Charges:

In the best interest of the project, MAHAPREIT, in consultation with the respective DISCOM and RESCOs, shall undertake the responsibility of metering, billing, and collection of payments from MSMEs. For the execution of this task, MAHAPREIT may appoint a suitable agency to act on its behalf.

For carrying out this responsibility, MAHAPREIT shall levy a service charge equivalent to 3% of the PPA tariff. This charge shall be escalated by 5% every five (5) years for the entire duration of the Power Purchase Agreement (PPA).

SECTION IV: BID EVALUATION

5. BID EVALUATION:

5.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING THREE STEPS:

- a. Step I- Responsiveness check of Technical Bid and evaluation of Bidders' fulfilment of Eligibility Criteria described in SECTION-III: INSTRUCTIONS TO THE BIDDER.
- b. Step II-Evaluation of Financial Bid
- c. Step III - Selection of Successful Bidders

5.2. RESPONSIVENESS CHECK OF TECHNICAL BID:

5.2.1. The Technical Bid submitted by Bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered "Non-responsive" and liable to be rejected, at the sole discretion of MAHAPREIT, subject to sufficient justification:

- a. Bid not submitted in prescribed formats.
- b. Bid that are incomplete, i.e. not accompanied by any of the applicable and required formats;
- c. Bid not accompanied by contents as mentioned in SECTION VI: CHECKLIST.
- d. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- e. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
- f. Information not submitted in the formats specified in this RFP;
- g. Bid being conditional in nature;
- h. Bid not received by the Bid Deadline;
- i. Bid having conflict of interest;
- j. Bidder makes any misrepresentation;
- k. Any other act of Bidder which may be unlawful for the purpose of this RFP.
- l. Bid submitted is not in requisite format(s).

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Financial Eligibility Criteria

is taken up.

5.3. ELIGIBLE BIDDER(S) SELECTION METHODOLOGY:

- 5.3.1. Responsive Bidder(s) shall be evaluated at this stage.
- 5.3.2. Bidder(s) who meets either Net-Worth or Turnover criteria of a Project category would be termed as Eligible Bidder(s) for that Project category.
- 5.3.3. Financial Bid of Eligible Bidder(s) would be considered and evaluated. All Bidder(s) qualifying Financial Eligibility Criteria shall be placed as equal.

5.4. DISCLOSURE OF LOWEST TARIFF

- 5.4.1. The Financial Bid of Eligible Bidder(s) with lowest Quoted Tariff for each project category shall be opened on <https://www.mahatenders.gov.in/> without disclosing the name of Bidder. Also, other Bidders' identity and bid rates would not be revealed.
- 5.4.2. The bidders will be arranged in ascending order of their quoted tariff.
- 5.4.3. The Bidder will be asked to match the L1 tariff rate in each category. First four bidders as per the list based on quoted tariff (L2, L3, L4,Ln) will be allowed to match the L1 rate quoted tariff. Final empaneled bidder will be L1 & the other four (4) bidders who will agree to match the L1 tariff rate from the above list.
- 5.4.4. Depending on the response and number of eligible bidders, MAHAPREIT may consider next bidders in sequence provided they are willing to match the L1 quoted tariff.
- 5.4.5. However, MAHAPREIT reserve the right to select the number of bidders in each category and in each state.
- 5.4.6. There is no ceiling tariff for this RfP. However, MAHAPREIT will have right to decide on reasonableness of rates under this RfP.

5.5. AWARD OF EMPANELMENT TO SUCCESSFUL BIDDERS

- 5.5.1. MAHAPREIT shall issue a LOA to the Successful Bidder(s). The date of issuance of LOA shall be intimated by the MAHAPREIT to the Successful Bidder(s).
- 5.5.2. The Successful Bidder(s) has to sign the LOA and submits the same to MAHAPREIT. The MAHAPREIT reserves the right to annul/cancel the LOA of the Successful Bidder(s). In such cases, the Bid Security/EMD of the Successful Bidder(s) shall be returned within thirty (30) days of the cancellation date.

5.5.3. Performance Guarantee

The Performance Guarantee required to be submitted in the form of a Bank Guarantee issued by a Nationalized or scheduled banker Cheque, or Demand Draft, or Online Bank Transfer or FDR linked to MAHAPREIT.

At all times, the value of the Performance Guarantee (i.e., both components) shall not be less than 2.5% of the value of the Work Order, as specified in the Request for Proposal (RFP) or part thereof. The Performance Guarantee must be valid for a period of fifteen (15) months, with an additional claim period of one (1) month, starting from the Effective Date of the Power Purchase Agreement (PPA). The validity period shall be extended as and when deemed necessary.

Notes:

- a. If the Successful Bidder is awarded Projects under more than one Project category, separate Performance Guarantees shall be submitted for each Project category.
- b. The Successful Bidder shall have the option to submit the Performance Guarantee:
 - (i) Against each individual PPA after the issuance of the respective Work Order, as specified in the PPA; or
 - (ii) As a consolidated Performance Guarantee covering the combined capacity under a particular Project category for which the Bidder is declared successful. In this case, the Performance Guarantee may be submitted after the issuance of the Letter of Award (LOA), following the issuance of the first Work Order, or at any time prior to the specified timelines for execution of the first PPA.
- c. Bidder shall require to submit the Performance Guarantee (2.5%) of value equivalent to collectively combined capacity of 5 MW slot for entire allocated project capacity within 15 days from the date of signing of each 5 MW (cumulative) PPA with MSMEs in any category

- 5.5.4. In case MAHAPREIT annuls/cancels the LOA issued to the Successful Bidder(s) due to its non-compliance, MAHAPREIT shall offer the part / complete capacity of the incomplete Projects in the Project category(s) to other Successful Bidder(s) in the descending order of their Net Worth, All successful bidder's shall be required to submit their details of Net worth if they have not submitted at the time of bidding as soon as they are declared as successful

bidder's. MAHAPREIT shall then provide LOA to the Successful Bidder who is interested to perform the task under this tender at L1 Tariff of the annulled/ cancelled Project category.

- 5.5.5. In case none of the Successful Bidder(s) of a Project category is interested in taking the Project category, then MAHAPREIT may cancel the Project category completely / partially or take appropriate decision in such matters at its sole discretion. The decision of Competent Authority shall be final in such matters.
- 5.5.6. In case, within the Rate Validity Period, any organization or entity proposes to have Project under RESCO Model (new sites) MAHAPREIT shall offer new Project to Successful Bidder of the Project category, at the same L1 Tariff, with firstly similar type of Procurer and then based on the size of the Project. MAHAPREIT's decision would be final and binding to all the stakeholders.

5.6. SIGNING OF PPA

- 5.6.1. The MAHAPREIT, Successful Bidder and the Procurer shall ensure that the PPA is signed within Sixty (60) Days of mutual consent between both Consumers and RESCOs on the basis of Project Capacity as ascertained by Successful Bidder through actual on-ground survey of concerned site.
- 5.6.2. The commencement of the Power Purchase Agreement (PPA) signing timeline, will commence upon the mutual consent between both Consumers and Renewable Energy Service Companies (RESCOs).
- 5.6.3. Any delay beyond sixty (60) Days in signing of PPA from the date of respective mutual consent between Consumers and RESCOs, following procedure shall be adopted:
 - a. In case the delay is on part of the MSME consumer, then such consumer shall not be considered for further installation process by that RESCO.
 - b. In case the delay is on part of RESCO, the capacity shall be locked for 60 days from the date of mutual consent.
- 5.6.4. The Procurer shall be required to setup the Payment Security Mechanism as per the PPA.
- 5.6.5. Any delay occurring beyond sixty (60) Days in signing of PPA from the mutual consent between the Consumers and RESCOs, date due to the reason attributable to the Successful Bidder(s), shall be considered as Refusal to execute the PPA and clause 5.7 shall be applicable.

5.6.6. An extension may be provided to the parties if there is a delay beyond sixty (60) Days from the work order, as determined by the Competent Authority of the MAHAPREIT.

5.7. REFUSAL TO EXECUTE THE PPA AND PENALTY

In the event that the Successful Bidder(s) declines or fails to execute the Power Purchase Agreement (PPA) for the Project(s) under a specific Project category for which the Letter of Award (LOA) has been duly accepted and signed, the Performance Guarantee submitted by the Successful Bidder(s) shall be forfeited, and the LOA shall be deemed annulled and/or cancelled in respect of the Project(s) so refused.

In addition, the Successful Bidder(s) shall be liable to penalties for the rejection of the site(s) offered. The Earnest Money Deposit (EMD) submitted by the Bidder shall also be forfeited, and MAHAPREIT reserves the right to initiate appropriate legal action against the Bidder, as deemed necessary.

However, MAHAPREIT reserve the right to decide the penalties on case to case base.

5.8. ASSET TREATMENT AT THE END OF PPA TERM

Ownership During PPA

The ownership of the Rooftop Solar PV System installed under this Agreement shall remain with the Producer throughout the duration of the PPA, unless otherwise agreed.

Options at the End of the PPA Period

Upon completion of the PPA term, the Producer and the Purchaser, with or without facilitation by MAHAPREIT, shall mutually exercise one of the following options:

Transfer of Ownership to Purchaser

The Purchaser may opt to take ownership of the plant either at zero cost or at a mutually agreed depreciated value.

The transfer shall include:

- i. All civil and electrical infrastructure (excluding movable items, if so agreed),
- ii. Documentation (design drawings, O&M manuals, warranties),
- iii. Performance history and asset registers.

Extension of the PPA

The Parties may mutually agree to extend the PPA on revised commercial terms.

Such revised terms must be finalised at least six months prior to the expiry of

the initial PPA term.

Dismantling and Site Restoration

If neither an extension nor a transfer of ownership is agreed upon:

- i. The Producer shall dismantle, remove, and dispose of the entire plant in accordance with the prevailing guidelines, at its own cost.

The Producer shall restore the rooftop/site to its original, usable condition.

5.9. Termination of Contract

The MAHAPREIT may, by giving not less than thirty (30) days' written notice to the Bidder, terminate this Agreement upon the occurrence of any of the following events:

- a. The Bidder fails to remedy a breach in the performance of its obligations, as specified in a notice of suspension, within thirty (30) days of receipt of such notice or within such extended period as may be approved in writing by MAHAPREIT; or
- b. MAHAPREIT determines that the Bidder has submitted false or incorrect information at the time of bid submission.

SECTION V: SCOPE OF WORK

6. Details of Works

6.1. Designing, engineering, finance, supply, installation, testing and Commissioning of various capacities of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O&M for period of twenty-five (25) Operational Years for Sale of Solar Power. RESCO would have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee/ CEIG, as applicable.

MAHAPREIT will support and expedite the process of taking approvals

6.2. Comprehensive O&M for twenty-five (25) Operational Years shall be required for each of the Project.

6.3. Successful Bidder(s) shall be responsible for all the works related to Commissioning and operation for twenty-five (25) Operational Years of each Project. Procurer or MAHAPREIT shall not be responsible to pay or increase in tariff for any work related to Project except the cases where PPA requires additional payment.

6.4. Bidders are informed that their scope is limited to the LT (Low Tension) panel and supply and installation of generation and net meter. Any components beyond the LT panel are not within the bidder's scope and responsibility. Any cost which is beyond the LT panel, such as installing generating meter and net meter will be borne by the customer.

6.5. All other cost which is required for successful operation of the system should be borne by the RESCOs.

6.6. It is clarified that the Project(s) awarded under this RFP would not include energy storage with rooftop solar project. However, if Procurer(s) desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the RA L1 Tariff for sale of power under this RFP. Bidder has to declare the battery storage capacity to MAHAPREIT.

6.7. The bidder is required to furnish the Application Programming Interface (API) of their proprietary data logging software to MAHAPREIT for seamless integration into the overarching project monitoring software. This integration is

essential for achieving comprehensive and real-time project monitoring. By providing the API, the bidder enables MAHAPREIT to efficiently aggregate and analyze data from the data logging software, contributing to effective project management and performance evaluation. The bidder is expected to facilitate the API integration process in a timely manner.

6.8. The detailed scope of work is provided in SCHEDULE-I of PPA.

SECTION VI: CHECKLIST

1. Checklist for online submission

No.	Particular	Format No.	Copy Attached	Page No.
1.	Covering Letter	1	Yes / No	
2.	Copy of tender fees Transaction Statement (Non-Refundable)	-	Yes / No	
3.	General Particulars	2	Yes / No	
4.	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No	
5.	Bid Security/ EMD/ Bid Guarantee fee, as applicable	4	Yes / No	
6.	Annexure-III: List of Project categories	-	Yes / No	
7.	Power of Attorney in favour of authorized signatory (<i>To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made</i>)	7	Yes / No	
8.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)	-	Yes / No	
9.	Declaration for Eligibility Criteria Requirement (Financial)	8	Yes / No	
10.	Format for Certificate of Relationship in case of Affiliate (if applicable)	9	Yes / No	
11.	Certificate of Incorporation	-	Yes / No	
12.	Undertaking Form	10	Yes / No	
13.	Consortium Agreement (If applicable)	12	Yes / No	
14.	Declaration	14	Yes / No	
15.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	13	Yes / No	
16.	Declaration	14	Yes / No	
17.	Undertaking	15	Yes / No	
18.	ALMM guidelines compliance declaration	16	Yes / No	
19	Turnover /Balance sheet	--	Yes / No	
20	Financial certificates CA certified	--	Yes / No	
21	Net worth certificates CA certified	---	Yes / No	

2. Checklist for original hard copy submission

Sr. No.	Particular	Format No.	Copy Attached	Page No.
1.	Covering letter	1	Yes/ No	
2.	Bid Security, as applicable in BG Form	4	Yes / No	
3.	Power of Attorney in favour of authorised signatory (<i>To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made</i>)	7	Yes / No	
4.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	13	Yes / No	

SECTION VII: FORMATS FOR SUBMITTING RFP

FORMAT 1: COVERING LETTER

(The covering letter should be on the Letter Head with CIN No of the Bidder/ Lead Member of Consortium)

Ref.No._____Date:_____

From: Insert name and address of Bidder)

Tel.:_____

E-mail:_____

To:_____

Mahatma Phule Renewable Energy & Infrastructure Technology Limited.
5th floor, next to Trade centre,
Bandra Kurla Complex, Bandra East,
Mumbai, Maharashtra 400051

Sub: “Request for Proposal (RFP) for Tariff Discovery and Selection of Solar Power Developers for Implementation of an Aggregate Capacity of 500 MW, with a 50% ‘GREENSHOE’ Option, for Grid-Connected Rooftop Solar PV Projects under the RESCO Model, for Sale of Solar Power at Various MSME Units in the States of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh”

Dear Sir,

We, the undersigned_____ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for the discovery of lowest tariff for work of Design, Engineering, Finance, Supply, Installation, Testing and Commissioning Including Comprehensive O&M for twenty-five (25) Operational Years for Sale of Solar Power aggregating to about (in words) MW under RESCO Model at various MSMEs in the state of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh, India, hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the RFP, dated and RFP attached thereto, issued by MAHAPREIT, as amended. As a token of our acceptance to the RFP, the same have been initiated by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall be binding on us.

Project Categories

We are pleased to submit our bid for the following Project Categories as mentioned in table below:

Project Category Number	Project Category Name	Bid capacity (MW)	Participation* (Yes / No)

**Note: Bidder shall mention 'Yes' corresponding to Project Categories it wants to bid and clearly mention 'No' for Project Categories where it does not intend to bid. In case of any empty cell, MAHAPREIT shall consider it as "No" intention of participation in that Project Category.*

Bid Security

We have enclosed Bid Security in form of RTGS / NEFT/ Bank Guarantee for concerned Project Category of amounts as per RFP, details of which are hereunder:

Project Category	Participation* (Yes / No)	Details of Bid Security

**Note: Bidder shall mention 'Yes' corresponding to Project Categories it wants to bid and clearly mention 'No' for Project Categories where it does not intend to bid. In case of any empty cell, MAHAPREIT shall consider it as "No" intention of participation in that Project Category.*

OR

We have enclosed a Bid Security as per prescribed format, subject to clause 4.14 as mentioned in this RFP.

We have submitted our Financial Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by MAHAPREIT in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect

our ability to fulfil our obligations with regard to execution of projects of capacity offered.

Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP, in the event of our selection as Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

We undertake that we have satisfied ourselves with the site conditions of the projects and our proposed financial bid takes into consideration the existing site conditions.

Contact Person

Details of the contact person are furnished as under:

Particulars	Description
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

We are enclosing herewith the hard copies of only necessary documents containing duly signed formats etc., as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from MAHAPREIT. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180) Days from Bid Deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____ 2025

Thanking you,

We remain,

Yours faithfully,

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

FORMAT 2: GENERAL PARTICULARS OF THE BIDDER

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Web site	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred By any Govt. Dept. / undertaking for undertaking any work	
8	Reference of any documentation formation attached by the Bidder other than specified in the RFP.	
9	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
10	Bidder is listed in India	Yes/No
11	GSTIN No. <i>(Copy Enclosed)</i>	
14	PAN No. <i>(Copy Enclosed)</i>	
16	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
17	Partnership deed for LLP/ Sole Proprietor registration (as applicable) enclosed	Yes/No

(Signature of Authorized Signatory)

With Stamp

FORMAT 3: SHAREHOLDING CERTIFICATE FOR COMPANY / PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

SHAREHOLDING CERTIFICATE FOR COMPANY

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

OR

PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

Name of Partner	Capital Contribution (Rs)	Remark if any

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT 4: FORMAT FOR BID SECURITY/EMD/BID GUARANTEE FEE

(To be submitted separately for each Project Category)

(To be stamped on non – judicial stamp paper of minimum INR 500)

Ref. _____ Bank Guarantee No. _____ Date: _____

In consideration of the *[Insert name of the Bidder]* (hereinafter referred to as Bidder) submitting the response to RFP for Discovery of Tariff & Selection of Solar Power Developers Through Tender Process for Implementation 500 MW with 50% GREENSHOE option for Grid Connected Roof Top Solar PV Systems under RESCO Model at various MSMEs in the State of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh in response to the RFP No. _____ Dated

_____ issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited considering such response to the RFP of *[insert the name of the Bidder]* as per the terms of the RFP, the *[insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAPREIT forthwith on demand in writing from MAHAPREIT or any Officer authorized by it in this behalf, any amount up-to and not exceeding Rupees *[Insert amount]* only, on behalf of M/s. *[Insert name of the Bidder]*.

This guarantee shall be valid and binding on this Bank up to and including *[insert date of validity in accordance with this RFP]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rupees (Rupees only). Our Guarantee shall remain in force until *[insert date of Bid Validity in accordance with this RFP]*. Only MAHAPREIT shall be entitled to revoke this Guarantee till *[Insert date which is 30 days after the date in the preceding sentence]*.

The Guarantor Bank hereby agrees and acknowledges that only the MAHAPREIT shall have a right to revoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MAHAPREIT, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to MAHAPREIT.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by *[Insert name of the Bidder]* and/or any other person. The Guarantor Bank shall not require MAHAPREIT to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank

have any recourse against MAHAPREIT in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, Amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly MAHAPREIT shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by MAHAPREIT or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees_____ (Rupees_____ only) and it shall remain in force until [Date to be inserted on the basis of this RFP] with an additional claim period of thirty (30) days thereafter.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MAHAPREIT serves upon us a written claim or demand.

Power of Attorney No.

For [Insert Name of the Bank] Banker's Stamp and Full Address

Date, this ____ day of ____ 20 ____

(Name and Signature of the Authorized Signatory)

FORMAT 5: FORMAT FOR PERFORMANCE BANK GUARANTEE (Amended)
(To be stamped on non-judicial stamp paper of appropriate value as per the Stamp Act applicable in the respective State)

Bank Guarantee No.:

Date: _____

In consideration of [Insert name of the Bidder] (hereinafter referred to as the "Bidder") submitting the response to the Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for implementation of 500 MW with 50% greenshoe option Grid Connected Rooftop Solar PV Projects for sale of solar power aggregating to about ____ MW under RESCO Model at various locations in the states of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh, in response to the RFP dated _____ issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited (MAHAPREIT) and considering such response to the RFP of [Insert name of the RESCO] (which expression shall, unless repugnant to the context or meaning thereof, include its executors, administrators, successors and assigns), and selecting the Project of the RESCO and issuing Letter of Award (LOA) No. _____ to [Insert name of RESCO] as per the terms of the RFP, and the same having been accepted by the selected Project Company, M/s [Insert name of SPV], a Special Purpose Vehicle (SPV) mandatorily formed for this purpose.

As per the terms of the RFP, the [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to MAHAPREIT at [Insert address of MAHAPREIT], forthwith on demand in writing from MAHAPREIT or any officer authorised by it in this behalf, any amount up to and not exceeding Rs. _____ (Rupees _____ only), on behalf of M/s [Insert name of the RESCO/Project Company].

This Guarantee shall be valid and binding on this Bank up to and including [Insert validity date], and shall not be terminable by notice or by any change in the constitution of the Bank or in the terms of the Agreement or for any other reason whatsoever. Our liability hereunder shall not be impaired or discharged by any extension of time, variations, or alterations made, given, or agreed to, with or without our knowledge or consent, by or between the parties to the respective Agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only).

Our Guarantee shall remain in force until [Insert date], and MAHAPREIT shall be entitled to invoke this Guarantee till that date. The Guarantor Bank hereby agrees and acknowledges that MAHAPREIT shall have the right to invoke this Bank Guarantee in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by MAHAPREIT, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to MAHAPREIT.

The Guarantor Bank shall make payment hereunder on first demand, without

restriction or conditions and notwithstanding any objection by [Insert name of the RESCO]. The Guarantor Bank shall not require MAHAPREIT to justify the invocation of this Bank Guarantee, nor shall the Guarantor Bank have any recourse against MAHAPREIT in respect of any payment made hereunder.

This Bank Guarantee shall be interpreted in accordance with the laws of India, and the courts having jurisdiction over the project location in the respective state where the RESCO project is situated shall have exclusive jurisdiction.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms against the Guarantor Bank in the manner provided herein.

This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring, or any other change in the constitution of the Guarantor Bank.

This Bank Guarantee shall be a primary obligation of the Guarantor Bank, and accordingly MAHAPREIT shall not be obliged, before enforcing this Bank Guarantee, to take any action in any court or arbitral proceedings against the selected RESCO/Project Company, to make any claim against or any demand on the RESCO, or to give any notice to the RESCO/Project Company or to enforce any security held by MAHAPREIT, or to exercise, levy or enforce any distress, diligence or other process against the RESCO/Project Company.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only), and it shall remain in force until [Insert date], and we shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MAHAPREIT serves upon us a written claim or demand on or before the said date.

Signature:

Name:

Power of Attorney No.:

For: [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this ____ day of _____, 20

Witnesses:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

FORMAT 6: CHECK LIST FOR PG

S. No.	Details of checks	YES/NO
1	Is the Bank Guarantee on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor (The date of purchase of stamp paper should be not later than the date of execution of Bank Guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the Bank Guarantee has been issued. Also the Stamp Paper should not be older than six (6) Months from the date of execution of Bank Guarantee).	
3	Has the executing Officer of Bank Guarantee indicated his name, designation and Power of Attorney No./Signing Power no. on the Bank Guarantee?	
4	Is each page of Bank Guarantee duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
5	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
6	Are the factual details such as Bid Document No./Specification No., / LOA No. (if applicable) / Amount of Bank Guarantee and Validity of Bank Guarantee correctly mentioned in the Bank Guarantee	
7	Whether overwriting/cutting if any on the Bank Guarantee have been properly authenticated under signature & seal of executant?	

FORMAT 7: POWER OF ATTORNEY

(To be stamped on non – judicial stamp paper of Rs 500 of the state where the document is made)

Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Discovery of Tariff & Selection of Solar Power Developer for Implementation of Roof Top Solar PV Projects aggregating to about _____ (in words) MW with 50% greenshoe option under RESCO Model at various locations in the state of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh in response to the RFP No _____ Dated: issued by MAHAPREIT including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the MAHAPREIT may require us to submit. The aforesaid Attorney is further authorized for making representations to the Mahatma Phule Renewable Energy & Infrastructure Technology Limited and providing information / responses to MAHAPREIT representing us in all matters before MAHAPREIT and generally dealing with MAHAPREIT in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

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

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

Signed by the within named

(Insert the name of the executant's company)

through the hand of

Mr _____

duly authorized by the Board to issue such Power of Attorney

Dated this _____ day of _____

Accepted

Signature of Attorney

(Name, designation and address of the Attorney) Attested

(Signature of the executant)

(Name, designation and address of the executant)

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of
Director's Resolution dated

WITNESS

(Signature)

Name _____

Designation _____

(Signature)

Name _____

Designation _____

FORMAT 8: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead with CIN no of Bidder/ Lead Member/ Member of Consortium)

To,

Mahatma Phule Renewable Energy & Infrastructure Technology Limited

Mumbai

Dear Sir,

Sub: “Request for Proposal (RFP) for Tariff Discovery and Selection of Solar Power Developers for Implementation of an Aggregate Capacity of 500 MW, with a 50% ‘GREENSHOE’ Option, for Grid-Connected Rooftop Solar PV Projects under the RESCO Model, for Sale of Solar Power at Various MSME Units in the States of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh” in response to the RFP No: Dated:

We submit our Bid for which details of our Financial Eligibility Criteria Requirements are as follows.

Net worth/Turnover of Indian Rupees_____Lakh computed as per instructions provided in this RFP based on unconsolidated audited annual accounts (refer Note-1 below). The relevant financial statement for respective years shall be enclosed, duly signed by authorized signatory.

Name of Entity being evaluated	Name of Affiliate in case its Financial Strength being used	Financial Year	Financial Criteria (fill as applicable) to be met as per	
			Net worth (INR Lakh)	Turnover (INR Lakh)

Note:

The bidders in case of “using affiliate’s financial strength” shall declare in undertaking (Format-10) the criteria on which they fulfil the financial eligibility as per the provisions of this RFP.

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder along with UDIN no.

Name: _____

Date: _____

Place: _____

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a. Must reflect the financial situation of the Bidder or a member of a Consortium, and not sister or parent companies;
- b. Historic financial statements must be audited by a certified public accountant;
- c. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted;
- d. Should be submitted on the letter head of the public accountant.

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity and control in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

FORMAT 9: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER

To,

Dear Sir,

“Request for Proposal (RFP) for Tariff Discovery and Selection of Solar Power Developers for Implementation of an Aggregate Capacity of 500 MW, with a 50% ‘GREENSHOE’ Option, for Grid-Connected Rooftop Solar PV Projects under the RESCO Model, for Sale of Solar Power at Various MSME Units in the States of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh”

We hereby certify that M/s_____,M/s_____,M/s_____are the Affiliate(s) of the Bidder as per the definition of Affiliate as provided in this RFP and based on details of equity holding as on seven (7) Days prior to the Bid Deadline.

The details of equity holding of the Affiliate /Bidder or vice versa as on seven (7) Days prior to the Bid Deadline are given as below:

a) In case of Bidder being Company/ LLP/ Partnership Firm/ Sole – Proprietor:

Name of Company/ LLP/ Partnership Firm/ Sole – Proprietor	Name of the Affiliate	Details of Equity Holding

OR

b) In case of Bidder being member of the Consortium

Name of Member of Consortium	Name of the Affiliate	Details of Equity Holding

Yours Faithfully

(Insert Name and Signature of Statutory Auditor or Company Secretary of the Bidder/ Member of Consortium)

FORMAT 10: UNDERTAKING FORM

Undertaking from Affiliate of Bidder/ Lead Member/ Member of Consortium

Name: _____

Full Address: _____

Telephone No.: E-mail address: Fax/No.: _____

To,

Dear Sir,

We refer to the RFP No:_____Dated:_____for Request for Proposal (RFP) for Discovery of Tariff & Selection of Solar Power Developer for Implementation of ----- MW with 50% greenshoe option Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model at various MSMEs in the State of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh

We have carefully read and examined in detail the RFP regarding submission of an undertaking, as per the prescribed Format of the RFP.

We confirm that M/s _____(Insert name of Bidder) is our Affiliate on the following basis:

that M/s (Insert name of Bidder) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in the RFP referred to above in terms of Networth/Turnover.

We have also noted the amount of the Performance Guarantees required to be submitted as per the RFP by (Insert the name of the Bidder) in the event of it being selected as the RESCO.

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidder) to submit the Performance Guarantees and Bid Security in full or in part at any stage, as specified in the RFP, we shall submit the Performance Guarantee and Bid Security not submitted by (Insert name of the Bidder)".

We also undertake that we shall maintain our relationship with M/s _____(insert name of bidder) so that it is in accordance with principles of 'Control' and 'Affiliate' laid out in RfP No. _____Dated: _____for period of one (1)Year from COD, subject to provisions of Clause b). (in case of affiliate)

We have attached hereto certified true copy of the Board Resolution, whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Signature of Chief Executive Officer/Managing Director

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.

WITNESS

(Signature)

Name: _____

Designation: _____

(Signature)

Name: _____

Designation: _____

FORMAT 11: MODEL LETTER OF AWARD (LOA)

To,
[Designation]
[Name of Company]
[Address]

Subject: Letter of Award for Rooftop Solar Projects under RESCO Model

Ref: RfP No. _____ dated ..____

Date: _____

Dear Sir/Madam,

We are pleased to inform you that you have been declared as the *Successful Bidder* under RfP No. _____ dated ..____ for the execution of Project Category (____), with a capacity of ____ MW of rooftop solar projects under the RESCO model. This includes implementation of ____ (in words) MW with an additional 50% greenshoe option for Grid Connected Rooftop Solar PV Systems for sale of solar power at various MSMEs located in the states of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh.

Accordingly, MAHAPREIT hereby issues this Letter of Award (LOA) to M/s [Successful Bidder] for the execution of Design, Engineering, Financing, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts, and Operation & Maintenance of Grid Connected Rooftop Solar PV Projects under the RESCO model, as per the scope of work, specifications, and all terms and conditions specified in the RfP.

Upon acceptance of this LOA, the following conditions shall apply:

1. That the *Successful Bidder* shall accept this LOA, sign and submit the same to MAHAPREIT, along with applicable Facilitation Charges, within fifteen (15) days from the date of issuance of this LOA.
2. That the *Successful Bidder* has agreed to provide in-principle consent to execute the work as per the Scope, Specifications, and all terms and conditions mentioned in RfP No. _____ dated ..____ issued by MAHAPREIT.
3. That the *Successful Bidder* has agreed to execute the work at the L1 tariff rate discovered through the tendering process for the sale of solar power, applicable for a period of twenty-five (25) operational years, i.e., Rs. ____ per unit (kWh).
4. That the *Successful Bidder* agrees to conduct a preliminary survey of the project site(s) in coordination with the Purchaser(s) to ascertain the final Project Capacity prior to execution of the Power Purchase Agreement (PPA), pursuant to a relevant and necessary work order.
5. That the *Successful Bidder* shall execute the Power Purchase Agreement (PPA) with the Purchaser and with any required co-signatories on a date as notified by MAHAPREIT. The *Successful Bidder* shall be responsible for all works related to commissioning and operation of the Project for a duration of twenty-five (25) operational years.
6. That, if the *Successful Bidder* intends to form a Project Company, the same must be incorporated within forty-five (45) days from the date of issuance of this LOA. All requirements specified under Clause 4.5 of the RfP shall apply to the formation of the Project Company.
7. That the *Successful Bidder* shall submit a **Performance Guarantee of INR 11,25,000/- (Rupees Thirteen Lakh Fifty Thousand only) per MW** of the allocated capacity,

calculated at 2.5% of the project value of INR 4,50,00,000 per MW, in accordance with the provisions of the RfP and the PPA. The *Successful Bidder* may opt to submit a lump sum Performance Guarantee amounting to INR _____ corresponding to the total allocated capacity.

8. That the *Successful Bidder* shall submit the applicable **Facilitation Charges**, i.e., **2% of the total project value** (calculated as INR 4,50,00,000 per MW of allocated capacity), amounting to **INR 9,00,000 (Rupees Nine Lakh only) per MW**, immediately along with the acceptance of this LOA.

This Letter of Award shall be treated as a legally binding document until the execution of the relevant and applicable Power Purchase Agreement(s).

Please confirm your acceptance of the above terms by signing and returning this letter. We look forward to working with you.

FORMAT 12: FORMAT FOR CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for Participation in

“Request for Proposal (RFP)”

For

Discovery of Tariff & Selection of Solar Power Developer

For

Design, Engineering, Supply, Finance, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects with 50% greenshoe option for Sale of Solar Power under RESCO model at Various MSMEs in the State of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh

(To be stamped as per the stamp act of the state where the document is made)

THIS JOINT BIDDING AGREEMENT is entered into on this ____ day of ____.

AMONGST

{_____, party on First Part of consortium} and having its registered its registered office at _____ (Hereinafter referred to as the “**First Part**” or “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

_____ Having its registered office at _____ (Hereinafter referred to as the “**Second Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{[_____] , party on Third Part of consortium} and having its registered office at _____. (Hereinafter referred to as the “**Third Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the First, Second and Third Part are collectively referred to as the “**Parties**” and each is individually referred as a “**Party**”

WHERE AS,

i. Mahatma Phule Renewable Energy & Infrastructure Technology Limited (hereinafter referred to as the “MAHAPREIT” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “Applications”) by its RFP No: Dated:for award of the rate contract/ work under “Discovery of Tariff & Selection of Solar Power Developer for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model at Various Locations in the State of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh (hereinafter called “Project”) and Selection of Solar Power Developer for the same.

ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise require, have the Meaning ascribed thereto under the above-mentioned RFP.

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process in a Project Category as per Table 1 of this RFP, only through this Consortium and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) The parties agree to submit bid as Consortium for following Project Categories:

Project Category	Participation* (Yes / No)

**Note: Bidder shall mention 'Yes' corresponding to Project Categories it wants to bid and clearly mention 'No' for Project Categories where it does not intend to bid*

- b) The bidder shall be evaluated collectively (consortium partners) for qualification against eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by MAHAPREIT and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.
- e) Second Part and Third part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part, Second Part and Third Part for execution of work awarded by MAHAPREIT.
- g) Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital" shall be in the following proportion: (if applicable)

Name of Member	Proposed % Equity holding
Lead Member	(not less than 51%)
Member	
Member	

3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Bid Validity Period of Award and further in accordance with the LOA subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

4. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the MAHAPREIT. Party of First Part would decide on the representative of Consortium at MAHAPREIT.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For SIGNED, SEALED AND DELIVERED For
and on behalf of Lead Member by: and on behalf of Lead Member by:

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

SIGNED, SEALED AND DELIVERED For

and on behalf of Third Part:

(Signature)

(Name and Designation)

(Address)

In Presence of:

Witness -1

Witness -2

FORMAT 13: POWER OF ATTORNEY IN FAVOR OF LEAD MEMBER OF THE CONSORTIUM

(to be submitted by each member of the Consortium)

(To be stamped on non – judicial stamp paper of Rs.500 of the state where the document is made)

Whereas Mahatma Phule Renewable Energy & Infrastructure Technology Limited (MAHAPREIT) has invited applications (the “Applications”) by its RFP No: Dated:for Discovery of Tariff & Selection of Solar Power Developers for Implementation of Aggregate Capacity of XXX (X) MW with 50 greenshoe option Grid Connected Roof Top Solar PV Projects, for Sale of Solar Power under RESCO Model, at various MSMEs in the state of Maharashtra, Goa, Gujarat, Uttar Pradesh and Andhra Pradesh (hereinafter called “Project”)

Whereas,, and (collectively the Consortium) being Members of the Consortium and having signed a Joint Bidding Agreement dated [], are interested in submitting a Bid in accordance with the terms and conditions of the Request for Proposal (RFP) and the other Bid Documents, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Unit(s) and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,, having our registered office at, and , having our registered office at, (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorize having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium, and any one of us, during the Bid Process, including undertaking all acts required for the submission of the Bid in accordance with the terms and conditions of the RFP. Additionally, we also authorise the Lead Member to do any other acts or submit any information and documents related to the above Bid submission, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Unit(s), including but not limited to signing and submission of all applications, undertakings and other documents and writings, participate in bidders and other conferences and respond to queries, if

required. In the event the Consortium is awarded the Project Documents for developing the Units, we authorise the Lead Member to submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium in relation to the incorporation of the SPV and generally to represent the Consortium in all its dealings with RUMSL, and/or any other Government Agency or any Person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Unit(s) and/or upon award thereof till incorporation of the SPV.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20----

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

(To be executed by authorized signatories of the Members of the Consortium, except the Lead Member)

Witnesses:

1.

2.

(Notarised)

Accepted

.....
(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

Instructions:

(1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(2) Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium.

FORMAT 14: DECLARATION

(Required to be submitted by the Bidder on Original Letter Head with CIN No of company)

We have carefully and thoroughly read and comprehensively understood the Terms and Conditions of the RFP, its amendments/ corrigenda, pre-bid meeting minutes, PPA and other documents as a part of this RfP(collectively referred as “RfP documents”) and unconditionally agree to abide by them and submit the Bid fully compliant with RfP documents without any deviation.

We declare that:

1. I/ We have carefully read and understood terms and conditions of RFP (RfP no. _____ / dated / /) and associated PPA and their corrigenda/ addenda/ amendments issued from time to time before bid submission end date (collectively called as “RfP Documents”). In case, at any stage of bidding process or after award of work, our bid or award of work is found non-compliant with any provisions of RfP Documents or any of our undertakings/ declarations are found wrong/ unsolicited/ misrepresented/ unfulfilled, we unconditionally declare and undertake to accept, without any responsibility/ accountability/ implications/ liabilities/ obligations on anyone other than us, decision of competent authority as appropriate, including rejection of our bid and/ or cancellation of award of work, without prejudice to any other rights that competent authority may be entitled to exercise as per law or under provisions of RfP documents
2. We have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of MAHAPREIT.
3. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
4. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with MAHAPREIT in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us _____(Name of bidder) as deemed fit necessary by MAHAPREIT, including blacklisting or debarment as necessary.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

FORMAT 15: UNDERTAKING

(Required to be submitted by the Bidder on Original Letter Head of company)

I/We have carefully read and understood the enclosed Terms and Conditions of the (RfP no. _____/___dated / /) and associated PPA and their corrigenda/ addenda/ amendments issued from time to time before bid submission end date (collectively called as “RfP Documents”) and agree to abide by them without any deviation. Further,

1. I/We declare that there has been no instances at any point of time where we have not performed satisfactorily in the Work Order(s) of MAHAPREIT, leading to cancellation of Work Order(s) of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded in last five (5) Years.

2. I/We declare that I/we am/are not involved in litigation or arbitration with MAHAPREIT arising out of work completed or under execution by it, of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded to them in last five (5) Years.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us _____(Name of bidder) as deemed fit necessary by MAHAPREIT.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

FORMAT 16: UNDERTAKING for ALMM GUIDELINES

(Required to be submitted by the Bidder on Original Letter Head of company)

I/We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

I/We declare to abide by the Ministry of New and Renewable Energy's ALMM guidelines and any other amendment made thereto.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us _____(Name of bidder) as deemed fit necessary by MAHAPREIT.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

FORMAT 17: FINANCIAL BID FORMAT (amended)

Financial Bid for A1, A2 A3 and A4 Project Category

(To be submitted only online with due encryption)

Subject: “Request for Proposal (RFP) for Tariff Discovery and Selection of Solar Power Developers for Implementation of an Aggregate Capacity of 500 MW, with a 50% ‘GREENSHOE’ Option, for Grid-Connected Rooftop Solar PV Projects under the RESCO Model, for Sale of Solar Power at Various MSME Units in the States of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh”

MAHARASHTRA								
Category	A1 MSMEs having sanctioned demand from 20 kW to 100 kW		A2 MSMEs having sanctioned demand from 101 kW to 250 kW		A3 MSMEs having sanctioned demand from 251 kW to 1000 kW		A4 MSMEs having sanctioned demand above 1000 kW	
Bidding capacity/Rate	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh
In figure								
In words								

GUJRAT								
Category	A1 MSMEs having sanctioned demand from 20 kW to 100 kW		A2 MSMEs having sanctioned demand from 101 kW to 250 kW		A3 MSMEs having sanctioned demand from 251 kW to 1000 kW		A4 MSMEs having sanctioned demand above 1000 kW	
Bidding capacity/Rate	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh
In figure								
In words								

UTTAR PRADESH								
Category	A1 MSMEs having sanctioned demand from 20 kW to 100 kW		A2 MSMEs having sanctioned demand from 101 kW to 250 kW		A3 MSMEs having sanctioned demand from 251 kW to 1000 kW		A4 MSMEs having sanctioned demand above 1000 kW	
Bidding capacity/Rate	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh
In figure								
In words								

ANDHRA PRADESH								
Category	A1 MSMEs having sanctioned demand from 20 kW to 100 kW		A2 MSMEs having sanctioned demand from 101 kW to 250 kW		A3 MSMEs having sanctioned demand from 251 kW to 1000 kW		A4 MSMEs having sanctioned demand above 1000 kW	
Bidding capacity/Rate	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh
In figure								
In words								

GOA								
Category	A1 MSMEs having sanctioned demand from 20 kW to 100 kW		A2 MSMEs having sanctioned demand from 101 kW to 250 kW		A3 MSMEs having sanctioned demand from 251 kW to 1000 kW		A4 MSMEs having sanctioned demand above 1000 kW	
Bidding capacity/Rate	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh	Capacity, MW	Rate, INR/kWh
In figure								
In words								

- Notes: 1. Quoted Tariff must be applicable for sale of Solar Power to Procurer from Initial Part Commissioning to the end of Twenty-Five Operational Year. Bidder to provide the Quoted Tariff up to 2 decimal places.
2. The above Quoted Tariff is inclusive of any applicable taxes and duties. However, if any new change in tax/duty is effected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer and vice versa under appropriate provisions of change in law.
3. Further, for clarification, PPA shall be signed for individual Projects under Project Category but Quoted Tariff shall remain the same for all Projects under Project Category. However, it shall be applicable in accordance with respective dates of part commissioning/ full COD, as the case may be.
4. MAHAPREIT reserve right to allocate capacity to the successful bidders in states/ categories.
5. The difference in figure and word if the amount undertaken or ordered to be paid is stated differentially in figures and in words, the amount stated in words will prevail.

Date:

SEAL AND SIGN AUTHORIZED SIGNATORY

ANNEXURE-I: PROGRESS REPORT FORMAT

S. No	Beneficiary Name	Project Category	District	Name of RESCO	Estimated Capacity	LOC Signing Date (F)	PG Submission Date	PG Validity End Date	PPA Signing date (H)	Approved Capacity	Date on which application was file
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

ANNEXURE - III:
NOT APPLICABLE

ANNEXURE – IV: MNRE Benchmark Costs for FY 2021-22

No. 32/24/2020-SPV Division
Government of India
Ministry of New & Renewable Energy

Block No. 14, CGO Complex, Lodhi Road,
New Delhi, Dated 27th October 2021

ORDER

Subject: Amendment in Benchmark costs for Grid-connected Rooftop Solar PV systems for the financial year 2021-22 -reg.

Vide Order no.318/38/2018-GCRT dated 18.08.2021 dated 18.08.2021, benchmark costs including taxes, were issued for FY 2021-22 by the Ministry. Subsequently, applicable Goods & Services Tax (GST) rates have been revised by GST Council for identified renewable energy equipment. In order to address the recent changes in GST rates and also any further changes in GST rates in future, it has been decided to issue benchmark costs excluding GST. For the purpose of calculating CFA available under MNRE Scheme, applicable GST rates may be added to these benchmark costs. Accordingly, undersigned is directed to convey the approval of competent authority for issuing the benchmark costs, excluding GST, for Grid-connected Rooftop Solar PV systems applicable for MNRE Scheme for the year 2021-22. Rooftop solar system capacity-wise benchmark costs are given below:

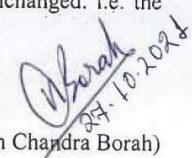
(A) For General Category States/ UTs:

RTS System Capacity range	Up to 1 kW	> 1 kW upto 2 kW	>2kW Upto 3kW	> 3kW upto 10 kW	>10 kW upto 100 kW	>100 kW upto 500 kW
Benchmark cost (Rs./kW) excluding GST	46923	43140	42020	40991	38236	35886

(B) For Other State/UTs (i.e North-Eastern States including Sikkim, Himachal Pradesh, Uttarakhand, Jammu & Kashmir, Ladakh, Andaman and Nicobar and Lakshadweep islands):

System Capacity range	Up to 1 kW	> 1 kW upto 2 kW	>2kW Upto 3kW	> 3kW upto 10 kW	>10 kW upto 100 kW	>100 kW upto 500 kW
Benchmark cost (Rs./kW) excluding GST	51616	47447	46216	45087	42056	39467

2. Above mentioned amendments in benchmark costs are effective from the 18.08.2021. All other terms and conditions mentioned in the Order dated 18.08.2021 remain unchanged. i.e. the date of issuance of original Order for benchmark costs for FY 2021-22.


(Hiren Chandra Borah)
Scientist-D

To

All Concerned

ANNEXURE – V: TECHNICAL SPECIFICATIONS

Following indicative technical specifications are provided to bidders to enable them to quote for the RESCO projects:

- 1. Components/Package of Grid Connected Rooftop Solar PV System for bidding:** The bidders shall quote their price considering complete package essentially covering - "design, supply, erection, testing and commissioning including warranty and comprehensive operation & maintenance of grid-connected rooftop solar PV plant during the PPA period. For the purpose of this tender, the components of a Grid Connected Rooftop Solar PV System shall essentially comprise but not be limited to crystalline solar PV Panels/ modules of required number, Inverters/ PCU, total Cable/ wiring up to 150 m in length, cable conduits, required array junction boxes, DC distribution box, AC distribution box, various connectors, nut-bolts, civil and mechanical works, Protection-Earthing, lightning, surges, drawing & manual and other miscellaneous works. The quote shall also be inclusive of all taxes, duties.

The minimum required standard specifications of each component are provided herewith:

2. Solar photovoltaic modules:

- a. The PV modules used must conform to the ALMM list issued from time to time. A letter/ evidence in this regard shall be produced on request.
- b. The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 - requirements for testing, for safety qualification or equivalent IS.
- c. The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Thin-Film Solar Cell Modules IEC 61215/IS14286.
- d. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
- e. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- f. PV modules must be tested and approved by one of the IEC authorized test centers.
- g. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.
- h. The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid.
- i. Other general requirement for the PV modules and subsystems shall be the following:

- The rated output power of any supplied module shall have positive tolerance in the range of 5 watt.
 - The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
- j. 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 bypass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
- k. I-V curves at STC should be provided by the bidder.
- 2.1. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module. This should be inside the laminate only.
- i. Name of the manufacturer of the PV module
 - ii. Name of the manufacturer of Solar Cells.
 - iii. Month & year of the manufacture (separate for solar cells and modules)
 - iv. Country of origin (separately for solar cells and module)
 - v. I-V curve for the module Wattage, I_m , V_m and FF for the module
 - vi. Unique Serial No and Model No of the module
 - vii. Date and year of obtaining IEC PV module qualification certificate.
 - viii. Name of the test lab issuing IEC certificate.
 - ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

2.2. Warranties:

2.2.1. Material Warranty:

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

2.2.2. Performance Warranty:

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 20-year period and not more than 10% after ten years period of the full rated original output

3. **Module Mounting structure:**

Rooftop structure detailed specifications:

The Rooftop Structures maybe classified in three broad categories as follows

3.1. **Ballast structure**

- a. The mounting structure must be Non-invasive ballast type and any sort of penetration of roof to be avoided.
- b. The minimum clearance of the structure from the roof level should be in between 70-150 mm to allow ventilation for cooling, also ease of cleaning and maintenance of panels as well as cleaning of terrace.
- c. The structures should be suitably loaded with reinforced concrete blocks of appropriate weight made out of M25 concrete mixture.

3.2. **Tin shed**

- a. The structure design should be as per the slope of the tin shed.
- b. The inclination angle of structure can be done in two ways-
 - Parallel to the tin shed (flat keeping zero-degree tiling angle), if the slope of shed in Proper south direction
 - With same tilt angle based on the slope of tin shed to get the maximum output.
- c. The minimum clearance of the lowest point from the tin shade should be more than 100mm.
- d. The base of structure should be connected on the Purlin of tin shed with the proper riveting.
- e. All structure member should be of minimum 2 mm thickness.

3.3. **RCC Elevated structure:** It can be divided into further three categories

3.3.1. **Minimum Ground clearance (300MM – 1000 MM)**

- a. The structure shall be designed to allow easy replacement of any module and shall be in line with site requirement. The gap between module should be minimum 30MM.
- b. Base Plate – Base plate thickness of the Structure should be 5MM for this segment.
- c. Column – Structure Column should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
- d. Rafter - Structure rafter should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 70MM in Web side (y-axis) and 40MM in flange side (x-axis).
- e. Purlin - Structure purlin should be minimum 2MM in Lip section. The minimum section should be 60MM in Web side and 40MM in flange side in Lip section.
- f. Front/back bracing – The section for bracing part should be minimum 2MM thickness.
- g. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8

Grade.

- h. For single portrait structure the minimum ground clearance should be 500MM.

3.3.2. Medium Ground clearance (1000MM – 2000 MM)

- a. Base Plate – Base plate thickness of the Structure should be Minimum 6MM for this segment.
- b. Column – Structure Column should be minimum 2MM in Lip section / 3MM in C- Channel section. The minimum section should be 80MM in Web side and 50MM in flange side in Lip section.
- c. Rafter - Structure rafter should be minimum 2MM in Lip section / 3MM in C- Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
- d. Purlin - Structure purlin should be minimum 2MM in Lip section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
- e. Front/back bracing – The section for bracing part should be minimum 2MM thickness.
- f. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.

3.3.3. Maximum Ground clearance (2000MM – 3000 MM)

- a. Base Plate – Base plate thickness of the Structure should be minimum 8 MM for this segment.
- b. Column – Structure Column thickness should be minimum 2.6MM in square hollow section (minimum 50x50) or rectangular hollow section (minimum 60x40) or 3MM in C-Channel section.
- c. Rafter - Structure rafter should be minimum 2MM in Lip section / 3MM in Channel section. The minimum section should be 80MM in Web side and 50MM in flange side in Lip section.
- d. Purlin - Structure purlin should be minimum 2MM in Lip section. The minimum section should be 80MM in Web side and 50MM in flange side in Lip section.
- e. Front/back bracing – The section for bracing part should be minimum 3MM thickness.
- f. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.

3.3.4. Super elevated structure (More than 3000 MM)

I. Base structure

- a. Base Plate – Base plate thickness of the Structure should be 10MM for this segment.

- b. Column – Structure Column minimum thickness should be minimum 2.9MM in square hollow section (minimum 60x60) or rectangular hollow section (minimum 80x40).
 - c. Rafter - Structure Rafter minimum thickness should be minimum 2.9MM in square hollow section (minimum 60x60) or rectangular hollow section (minimum 80x40).
 - d. Cross bracing – Bracing for the connection of rafter and column should be of minimum thickness of 4mm L-angle with the help of minimum bolt diameter of 10mm.
- II. Upper structure of super elevated structure –
- a. Base Plate – Base plate thickness of the Structure should be minimum 5MM for this segment.
 - b. Column – Structure Column should be minimum 2MM in Lip section / 3MM in Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
 - c. Rafter - Structure rafter should be minimum 2MM in Lip section / 3MM in Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.
 - d. Purlin - Structure purlin should be minimum 2MM in Lip section. The minimum section should be 60MM in Web side and 40MM in flange side in Lip section.
 - e. Front/back bracing – The section for bracing part should be minimum 2MM thickness.
 - f. Connection – The structure connection should be bolted completely. Leg to rafter should be connected with minimum 12 diameter bolt. Rafter and purlin should be connected with minimum 10 diameter bolt. Module mounting fasteners should be SS-304 only and remaining fasteners either SS-304 or HDG 8.8 Grade.
- III. If distance between two legs in X-Direction is more than 3M than sag angle/Bar should be provide for purlin to avoid deflection failure. The sag angle should be minimum 2MM thick, and bar should be minimum 12Dia.
- IV. Degree - The Module alignment and tilt angle shell be calculated to provide the maximum annual energy output. This shall be decided on the location of array installation.
- V. Foundation – Foundation should be as per the roof condition; two types of the foundation can be done- either penetrating the roof or without penetrating the roof.
- a. If penetration on the roof is allowed (based on the client requirement) then minimum 12MM diameter anchor fasteners with minimum length 100MM can be use with proper chipping. The minimum RCC size should be 400x400x300 cubic mm. Material grade of foundation should be minimum M20.
 - b. If penetration on roof is not allowed, then foundation can be done with the

help of 'J Bolt' (refer IS 5624 for foundation hardware). Proper Neto bond solution should be used to adhere the Foundation block with the RCC roof. Foundation J - bolt length should be minimum 12MM diameter and length should be minimum 300MM.

3.3.5. Material standards:

- i. Design of foundation for mounting the structure should be as per defined standards which clearly states the Load Bearing Capacity & other relevant parameters for foundation design (As per IS 6403 / 456 / 4091 / 875).
- ii. Grade of raw material to be used for mounting the structures so that it complies the defined wind loading conditions (As per IS 875 - III) should be referred as follows (IS 2062 – for angles and channels, IS 1079 – for sheet, IS 1161 & 1239 for round pipes, IS 4923 for rectangular and square hollow section)
- iii. Test reports for the raw material should be as per IS 1852 / 808 / 2062 / 1079 / 811.
- iv. In process inspection report as per approved drawing & tolerance should be as per IS 7215.
- v. For ascertaining proper welding of structure part following should be referred:
 - a. D.P. Test (Pin Hole / Crack) (IS 822)
 - b. Weld wire grade should be of grade (ER 70 S - 6)
- vi. For ascertaining hot dip galvanizing of fabricated structure following should be referred: -
 - a. Min coating required should be as per IS 4759 & EN 1461.
 - b. Testing of galvanized material
 - Pierce Test (IS 2633)
 - Mass of Zinc (IS 6745)
 - Adhesion Test (IS 2629)
 - CuSO4 Test (IS 2633)
 - Superior High-Grade Zinc Ingot should be of 99.999% purity (IS 209) (Preferably Hindustan Zinc Limited or Equivalent).
- vii. Foundation Hardware – If using foundation bolt in foundation then it should be as per
IS 5624

3.3.6. Design Validation- The Structure design and drawing should be duly verified by a licensed Structural designer before installation for all types of structure arrangements including the extension made if any.

4. Junction boxes (JBs)

- a. The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminum /cast aluminum alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The 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 / double compression cable glands. Provision of earthing. It should be placed at 5 charge height or above for ease of accessibility.
- c. Each Junction Box shall have High quality Suitable Capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- d. Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.
- e. All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

5. 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. MCB shall be used for currents up to 63 Amperes, and MCCB shall be used for currents greater than 63 Amperes.

6. AC Distribution panel board:

- i. AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- ii. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- iii. The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- iv. All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz.
- v. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- vi. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- vii. Should conform to Indian Electricity Act and rules (till last amendment).

- viii. All the 415 V AC or 230 V AC devices/equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions.

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 5 Hz

7. PCU/Array Size Ratio:

- The combined wattage of all inverters should not be less than rated capacity of power plant under STC.
- Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

8. PCU/ Inverter:

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

Switching devices	IGBT/MOSFET
Control	Microprocessor /DSP
Nominal AC output voltage and frequency	415V, 3-Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
Output frequency	50 Hz
Grid Frequency Synchronization range	+/- 5 Hz
Ambient temperature considered	-20 oC to 50 oC
Humidity	95 % Non-condensing
Protection of	IP-54(Minimum) for indoor

Enclosure	IP-65(Minimum) for outdoor
Grid Frequency Tolerance range	+/- 5 Hz
Grid Voltage tolerance	-0.2 to 0.15
No-load losses	Less than 1% of rated power
Inverter efficiency(minimum)	>93% (In case of 10 kW or above with inbuilt galvanic isolation) >97% (In case of 10 kW or above without in- built galvanic isolation)
Inverter efficiency (minimum)	> 90% (In case of less than 10 kW)
THD	< 3%
PF	> 0.9

- Three phase PCU/ inverter shall be used with each power plant system (10 kW and/or above) but in case of less than 10 kW single phase inverter can be used.
- PCU/inverter shall be capable of complete automatic operation including wakeup, synchronization & shutdown.
- The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in charger line and against the lightning on charger.
- Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- Anti-islanding (Protection against Islanding of grid): The PCU shall have anti islanding protection in conformity to IEEE 1547/UL 1741/IEC 62116 or equivalent BIS standard.
- Successful Bidders shall be responsible for limiting dc injection into the grid and load as per CEA/State regulations.
- The PCU/ inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.
- The power conditioning units/inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2 (1,2,14,30)/ Equivalent BIS Std.
- The MPPT units environmental testing should qualify IEC 60068-2 (1, 2, 14, 30)/ Equivalent BIS std. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- The PCU/ inverters should be tested from the MNRE approved test centres/

NABL/ BIS/ IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

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

10. Transformer “If required” & metering:

- a. Dry/oil type relevant kVA, 11 kV/415 V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work, as per applicable IS or IEC standard.
- b. The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- c. The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to DISCOM before commissioning of SPV plant.
- d. Reverse power relay shall be provided by bidder (if necessary), as per the local DISCOM requirement.

11. Power consumption:

Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Guidelines of appropriate authority like DISCOM, state regulator may be followed.

12. Protections:

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

12.1 Lightning Protection

The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per NFC 17-102:201/IEC 62305 standard. The protection against induced high-voltages shall be provided by the use of SPD (type II) and suitable earthing such that induced transients find an alternate route to earth.

The current carrying cable from lightning arrestor to the earth pit should have sufficient current carrying capacity according to IEC 62305. According to standard, the minimum requirement for a lightning protection system designed for class of LPS III is a 6 mm² copper/ 16 mm² aluminum or GI strip bearing size 25*3 mm thick). Separate pipe for running earth wires of Lightning Arrestor shall be used.

12.2 Surge protection

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

12.3 Earthing protection

- a. Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-2018. In addition, the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of MSEDCL as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- b. Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.
- c. All metal casing/ shielding of the plant shall be thoroughly grounded in accordance with CEA Safety Regulation 2010. In addition, the lightning arrester/masts should also be earthed inside the array field.
- d. For 10 KW and above systems, separate three earth pits shall be provided for individual three earthings viz.: DC side earthing, AC side Earthing and Lightning arrestor earthing.

13. Grid islanding:

- a. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to charged power into small sections of the grid, known as “Islands.” Powered Islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- b. A manual disconnect 4-pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

14. Cables

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

- i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- ii. Temp. Range: –10°C to +80°C
- iii. Voltage rating 660 V/1000 V
- iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- v. Flexible
- vi. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum (2%)
- vii. For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.
- viii. For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multicore multi-stranded flexible copper/Aluminum cables shall be used; Outdoor AC cables shall have a UV-stabilized outer sheath.
- ix. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam crosslinked XLPO type and black in color.
- x. The DC cables from the SPV module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5 mm.
- xi. Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers
- xii. All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm² copper; the minimum AC cable size shall be 4.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal or half to the size of the phase wires.
- xiii. Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter.
- xiv. Cable Jacket should also be electron beam cross-linked XLPO, flame retardant, UV resistant and black in color.
- xv. All cables and connectors for use for installation of solar field must be of solar grade which can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss and microbes for 25 years and voltages as per latest IEC standards. DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1 kV as per relevant standards only.
- xvi. The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant shall be provided by the bidder. Any change in cabling sizes if desired by the bidder shall be approved after citing appropriate reasons. All cable schedules/ layout drawings shall be approved prior to installation.
- xvii. Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure

extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item/ component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.

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

15. Connectivity

The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

Plant Capacity	Connecting voltage
Up to 10 kW	240 V-single phase or 415 V - three phases at the option of the consumer
Above 10 kW and up to 100 kW	415 V - three phases
Above 100 kW	At HT/EHT level (11 kV/33 kV/66 kV) as per DISCOM rules

- a. The maximum permissible capacity for rooftop shall as prescribed by the MERC's net-metering policy from time to time.
- b. Utilities may have voltage levels other than above, DISCOMS may be consulted before finalization of the voltage level and specification be made accordingly.
- c. For large PV system (Above 100 kW) for industrial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step-up transformer. The transformers and associated switchgear would require to be provided by the SPV bidders.

16. Danger boards and signages:

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signage shall be provided one each at battery –cum control room, solar array area and main entry from administrative block.

17. Planning and designing:

The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour.

Solar PV system on the rooftop for meeting the annual energy requirement The Solar PV system on the rooftop of the selected buildings will be installed for meeting up to 100% of the committed energy requirements depending upon the area of rooftop available and the remaining energy requirement of the office buildings will be met by drawing power from grid at industrial tariff of DISCOMs.

18. Safety measures:

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

19. Standards

Please refer to the table below for IEC standards to be mandatorily adhered.

Solar PV Modules/Panels	
IS 14286 (Part 1): 2021 / IEC 61215-1: 2021	Crystalline Silicon Terrestrial Photovoltaic (PV) modules (Si wafer based) Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval Part 1: Test Requirements
IS 14286 (Part 2): 2021 / IEC 61215-2: 2021	Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval Part 2: Test Procedures
IS 14286 (Part 1-1): 2021 / IEC 61215-1-1: 2021	Special requirements for testing crystalline silicon modules
IS/IEC 61730-1: 2016	Photovoltaic (PV) Module Safety Qualification Part 1: Requirements for Construction
IS/IEC 61730-2: 2016	Photovoltaic (PV) Module Safety Qualification Part 2: Requirements for Testing
IS 14286 (Part 1): 2021 / IEC 61215-1: 2021	Thin-Film Terrestrial Photovoltaic (PV) modules (CdTe, GaAs, Si, etc.) Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval Part 1: Test Requirements
IS 14286 (Part 2): 2021 / IEC 61215-2: 2021	Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval Part 2: Test Procedures

IS 14286 (Part 1-2): 2021 / IEC 61215-1-2: 2021	Special requirements for testing thin-film modules
IS/IEC 61730-1: 2016	Photovoltaic (PV) Module Safety Qualification Part 1: Requirements for Construction
IS/IEC 61730-2: 2016	Photovoltaic (PV) Module Safety Qualification Part 2: Requirements for Testing
Solar PV Inverters	
IS 16221 (Part 1): 2022 /IEC 62109-1 2010, IEC 62109-2 2011	Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 for outdoor mounting, IP 54 for indoor mounting)
IEC/IS 61683 1999(as applicable)	Photovoltaic Systems- Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions)
IEC 62116/UL 1741/ IEEE 1547 (as applicable)	Utility-interconnected Photovoltaic Inverters- Test Procedure of Islanding Prevention Measures
IEC 60255-27	Measuring relays and protection equipment- Part 27: Product safety requirements
IEC 60068-2/ IEC 62093 (as applicable)	Environmental Testing of PV System- Power Conditioners and Inverters

Fuses	
IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse- combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests

IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements for fuselinks for the protection of solar photovoltaic energy systems
Surge Arrestors	
BFC 17-102:2011	Lightening Protection Standard
IEC 60364-5-53/ IS 15086-5 (SPD)	Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control
IEC 61643-11:2011	Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods
Cables	
IEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947 (as applicable)	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)
BS EN 50618	Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables
Earthing /Lightning	
IEC 62561 Series (Chemical earthing) (as applicable)	IEC 62561-1 Lightning protection system components (LPSC) - Part 1: Requirements for connection components IEC 62561-2 Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes IEC 62561-7 Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds
Junction Boxes	
IEC 60529	Junction boxes and solar panel terminal boxes shall be of the thermoplastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use
Energy Meter	

IS 16444 or as specified by the DISCOMs	A.C. Static direct connected watt-hour Smart Meter Class 1 and 2- Specification (with Import & Export/Net energy measurements)
Solar PV Roof Mounting Structure	
IS 2062/IS 4759	Material for the structure mounting

MODEL POWER PURCHASE AGREEMENT (PPA)

BETWEEN

Power Producer

AND

MICRO SMALL AND MEDIUM ENTERPRISES (MSME)

FOR

DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING INCLUDING WARRANTY, OPERATION
& MAINTENANCE OF GRID CONNECTED ROOF-TOP SOLAR PHOTOVOLTAIC AND SMALL SOLAR
POWER PLANTS IN RESCO MODEL

Note on Model Power Purchase Agreement (PPA)

This document serves as a model Power Purchase Agreement (PPA) drafted for the implementation of 500 MW Grid Connected Roof Top Solar PV Systems under the RESCO Model, with a 50% 'Greenshoe' option, as per the Request for Proposal (RFP) issued by Mahatma Phule Renewable Energy & Infrastructure Technology Limited (MAHAPREIT). The project spans multiple states, namely Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh.

Given the diverse regulatory frameworks across these states, it is acknowledged that the applicable regulations, guidelines, and provisions of the respective State Electricity Regulatory Commissions (SERCs) and Distribution Companies (DISCOMs) may vary. These variations may pertain to aspects such as net metering, zero export, behind-the-meter arrangements, and applicable charges, surcharges, fees, levies, and taxes.

Therefore, this model PPA is subject to modifications and adaptations to ensure compliance with state-specific regulatory requirements, policies, and guidelines as mandated by the respective SERCs and DISCOMs. MAHAPREIT may review and incorporate necessary amendments to align with the specific conditions and obligations applicable in each state and reserves the right to modify this model PPA as deemed necessary to address state-specific requirements, regulatory changes, or any other relevant factors to ensure the successful implementation of the project across the specified states.

POWER PURCHASE AGREEMENT (PPA)

This Power Purchase Agreement ("Agreement") is made and executed on this ____ day of _____, _____, at <Location>, by and between:

M/s [Name of Power Producer], bearing CIN/GST/PAN No. _____, a company incorporated under the Companies Act, 1956/2513, having its registered office at [full address] (hereinafter referred to as the "Power Producer", which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns).

AND

[Name of MSME], bearing CIN/GST/Udyog Aadhar No. _____, having its registered office at [full address] (hereinafter referred to as the "Purchaser"),

The Purchaser and the Power Producer shall hereinafter be individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- A. The Power Producer has been declared the successful bidder by *Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPRIET)* for the "Design, Supply, Erection, Testing and Commissioning, including Warranty, Operation and Maintenance of a ____ kWp Rooftop Solar Photovoltaic (PV) System at [Building Name]" ("Project"), pursuant to competitive bidding under RFP No. _____ dated _____.
- B. The Power Producer is engaged in the business of designing, supplying, erecting, testing, commissioning, operating, and maintaining power plants, including grid-connected rooftop solar PV systems. Under the RESCO Model, the Power Producer will invest, install, operate, and maintain the rooftop solar PV system and sell the generated power to the Power Purchaser MSME at an agreed tariff.
- C. Following a detailed inspection of the premises (as hereinafter defined), the Power Producer has agreed to install and operate a solar photovoltaic power plant of ____ kWp capacity at the Purchaser's premises, and to supply the entire output of solar power generated by the Project to the Purchaser, subject to the terms and conditions of this Agreement.
- D. The Power Purchaser/ MSME owns/occupies the premises located at [Premises Address] and is desirous of installing a rooftop solar PV plant to reduce electricity costs and promote renewable energy use. The Purchaser has agreed to purchase the entire output of solar power generated by the Project on the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants contained herein, the Parties hereby agree as follows:

1. Definitions and Interpretation

1.1 Definitions

1. Definitions and Interpretation

1.1 Definitions

In addition to other capitalised terms specifically defined elsewhere in this Agreement, or unless the context otherwise requires, the following terms shall have the meanings set forth below:

(a) “Actual Monthly Production” means the amount of energy recorded by the Main Metering System during each calendar month of the Term, in accordance with Clause 5.2;

(b) “Affiliate” “Affiliate” shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly a) controls, or b) is controlled by, or c) is under common control with a Bidder or Member of a Consortium in which the parent company has at least 26% equity. Any bank or financial institution shall not be considered as Affiliate;’

(c) “Agreement” means this Power Purchase Agreement, including all schedules, amendments, modifications, and supplements executed in writing by the Parties from time to time;

(d) “Applicable Law”

means all laws, statutes, regulations, rules, ordinances, notifications, directives, circulars, guidelines, judgments, decrees, and orders—whether legislative, executive, judicial, or administrative—issued or enacted by any Governmental Authority in India, which are in force and applicable to the Parties, the Project, or the performance of obligations under this Agreement. This includes, but is not limited to: Laws governing renewable energy, electricity generation, and distribution; Environmental and safety regulations; Taxation and financial compliance laws; MSME-specific policies and incentives; Any amendments, re-enactments, or interpretations thereof by competent authorities.

(e) “Assignment” shall have the meaning ascribed to it in Clause 14.1;

(f) “Business Day” means any day other than Sunday or any other day on which banks are not closed for business in the State.

(g) “Commercial Operation Date” shall have the meaning assigned to it in Clause 4.3(b);

(h) “Consents, Clearances and Permits” means all authorisations, licences, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from, or provided by, any relevant authority for the purposes of establishing the generation facilities and/or the supply of power;

(i) “Deemed Generation” shall have the meaning ascribed to it in Clause 5.3(c);

(j) “Delivery Point” means the single point, at a location mutually agreed by the Parties and in accordance with applicable laws and regulations, at which Solar Power is delivered by the Power Producer from the System to the Purchaser;

(k) “Dispute” shall have the meaning assigned to it in Clause 17.7(b);

- (l) **“Disruption Period”** shall have the meaning assigned to it in Clause 5.3(c);
- (m) **“Distribution Utility”** means the local electricity distribution company that owns and operates the distribution network and provides interconnection and distribution services to the Purchaser at the Premises;
- (n) **“Due Date”** shall have the meaning assigned to it in Clause 7.4;
- (o) **“Effective Date”** shall have the meaning assigned to it in Clause 2;
- (p) **“Estimated Remaining Payments”** means, as of any given date, the estimated total of all outstanding payments due to the Power Producer under this Agreement from such date until the expiry of the Term, as reasonably calculated by the Power Producer
- (q) **“Expiration Date”** means the date on which this Agreement terminates due to the expiration of the Term.
- (r) **“Force Majeure Event”** shall have the meaning ascribed to it in Clause 11.1.
- (s) **“Governmental Approval”** means any approval, consent, franchise, permit, certificate, resolution, concession, licence or authorisation issued by or on behalf of any relevant Governmental Authority, required for the establishment of the Project and/or the sale and purchase of Solar Power under this Agreement.
- (t) **“Governmental Authority”** means the Government of India (GoI), the State Governments of Maharashtra, Goa, Gujarat, Uttar Pradesh, and Andhra Pradesh, and any state government as the case may be or any local government, ministry, department, commission, board, bureau, agency, authority, inspectorate, statutory body, corporation, or other instrumentality under the control or direction of the GoI or any of the aforesaid State Governments, or any court, tribunal, or other judicial, quasi-judicial, or administrative body or public official having lawful jurisdiction over the RESCO, the and the MSME unit with which the Power Purchase Agreement (PPA) is executed.
- (u) **“Indemnified Persons”** means either the Purchaser Indemnified Parties or the Power Producer Indemnified Parties, as the context may require.
- (v) **“Insolvency Event”** in relation to a Party means:
- i. That such Party has:
 - (A) applied for, or consented to, the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator or similar authority of itself or of all or a substantial portion of its assets or business;
 - (B) become unable to pay its debts as they fall due;
 - (C) made a general assignment for the benefit of its creditors;
 - (D) commenced a voluntary proceeding under any applicable insolvency or bankruptcy law;
 - (E) filed a petition seeking protection under any law relating to bankruptcy, insolvency, reorganisation, winding up, composition or readjustment of debts; or
 - (F) taken any corporate or other formal action to initiate any of the above;
 - ii. Provided that a dissolution or liquidation shall not constitute an Insolvency Event if it is undertaken solely for the purposes of a merger, consolidation, or corporate reorganisation, where the resulting entity retains creditworthiness comparable to that of the dissolved or liquidated entity, expressly assumes all obligations under this Agreement, and is capable of performing such obligations.
- (w) **“Installation Work”** means the construction and installation of the System, including its start-up, testing and acceptance (but excluding operation and maintenance), all of which shall be performed by or on behalf of the Power Producer at the Premises.
- (x) **“Invoice Date”** shall have the meaning ascribed to it in Clause 7.2.

- (y) **“Losses”** means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, clean-up and remedial obligations, interest, fines, fees, penalties, costs and expenses (including legal fees and expenses incurred in defending such claims or enforcing any indemnity obligation).
- (aa) **“Main Metering System”** means all meters and metering devices owned by the Power Producer and installed at the Delivery Point for measuring and recording the delivery and receipt of energy.
- (ab) **“Metering Date”** means the first Business Day of each calendar month following the month in which Solar Power is generated by the Power Producer. The billable units shall be determined as the difference between the meter reading on the current Metering Date and the reading on the previous month’s Metering Date.
- (bb) **“Party” or “Parties”** shall have the meaning assigned to it in the preamble to this Agreement.
- (cc) **“Performance Ratio (PR)”** means the ratio of the plant's output to its installed capacity at a given time, relative to the solar radiation measured. $PR = (\text{Measured Output in kW} \div \text{Installed Plant Capacity in kW}) \times (1000 \text{ W/m}^2 \div \text{Measured Radiation Intensity in W/m}^2)$
- (dd) **“Person”** means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, other legal entity, or a Governmental Authority.
- (ee) **“Power Producer Default”** shall have the meaning assigned to it in Clause 12.1(a).
- (ff) **“Power Producer Indemnified Parties”** shall have the meaning assigned to it in Clause 16.2.
- (gg) **“Premises”** means the premises described in Schedule 1 of this Agreement. For the avoidance of doubt, the Premises include the entirety of the land and any underlying real property located at the address specified in Schedule 1.
- (hh) **“Purchase Date”** means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser’s exercise of the purchase option under Clause 3.2.
- (ii) **“Purchase Price”** means the amount payable by the Purchaser to the Power Producer in accordance with the provisions of Clause 3.2.
- (jj) **“Purchaser Default”** shall have the meaning assigned to it in Clause 12.2(a).
- (kk) **“Purchaser Indemnified Parties”** shall have the meaning assigned to it in Clause 16.1.
- (ll) **“Representative”** shall have the meaning assigned to it in Clause 15.1.
- (ll (i)) **“RESCO Model”** means the Renewable Energy Service Company model, under which the Contractor (also referred to as the Power Producer or RESCO Developer) is responsible for financing, procuring, installing, owning, operating, and maintaining the solar power system at the Power Consumer’s premises or designated location, and for supplying electricity generated from such system to the Consumer for the duration of the Agreement, in exchange for a tariff as specified herein. Ownership of the system shall remain with the Power Producer as per the Term of the Agreement.
- (mm) **“Scheduled Completion Date”** shall have the meaning assigned to it in Clause 4.1(g).
- (nn) **“Selectee”** means a new company:
- (i) proposed by the Lenders in accordance with Schedule III of this Agreement and approved by the Purchaser; or
 - (ii) proposed by the Purchaser in accordance with Schedule III and approved by the Lenders,
- for the purpose of substituting the Power Producer for the remaining term of this Agreement, either through an amendment of this Agreement or by execution of a new power purchase agreement, in accordance with the terms and conditions set forth in Schedule III.

(oo) **“Solar Power”** means the electrical energy output generated from the System and supplied to the Purchaser.

(pp) **“Solar Power Payment”** shall have the meaning assigned to it in Clause 7.1.

(qq) **“System”** means the integrated assembly of photovoltaic panels, mounting structures, inverters, converters, metering equipment, lighting fixtures, transformers, ballasts, disconnect switches, combiners, wiring devices, wiring, and all other materials and components comprising the Installation Work.

(rr) **“System Operations”** means the operation, maintenance and repair of the System by the Power Producer, performed in accordance with the requirements of this Agreement.

(ss) **“Tariff”** means the price per kilowatt-hour (kWh) as specified in Schedule II to this Agreement.

(tt) **“Term”** shall have the meaning assigned to it in Clause 3.1.

1.2 Interpretation

(a) Unless otherwise expressly stated, all references in this Agreement to “Sections”, “Clauses”, and “Schedules” shall be construed as references to the respective Sections, Clauses, and Schedules of this Agreement. The Schedules to this Agreement form an integral part hereof and shall have the same force and effect as if expressly set out in the main body of this Agreement.

(b) In this Agreement, unless the context otherwise requires:

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

(ii) the terms “include”, “includes”, and “including” shall be deemed to be followed by the words “*without limitation*”, whether or not so stated; and

(iii) the words “hereof”, “hereto”, “herein”, “hereunder”, and words of similar import shall refer to this Agreement as a whole and not to any specific provision hereof.

2. Effective Date

This Agreement shall become effective on the date falling one (1) Business Day after the date of execution of this Agreement by both Parties (the **“Effective Date”**).

3. Term and Termination

3.1 Term

The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty-five (25) years from the Commercial Operation Date (the **“Term”**), unless earlier terminated in accordance with the provisions of this Agreement.

3.2 Purchase Option

Provided no Purchaser default has occurred and is continuing, the Purchaser may, with the mutual consent of the Power Producer and subject to mutually agreed terms and conditions, have the option to purchase the System at a price agreed upon by both Parties. The Purchaser shall provide prior written notice to the Power Producer and

MAHAPREIT of its intent to explore the purchase. The purchase shall proceed only upon mutual agreement, with no obligation on either Party. Upon mutual agreement and payment of the agreed purchase price, the Parties shall execute documents to transfer title to the System to the Purchaser, free and clear of all liens, and assign all vendor warranties to the Purchaser. Upon completion, this Agreement shall terminate automatically, and the Purchaser shall become the owner of the System.

3.3 Conditions of the Agreement Prior to Installation

In the event any of the following circumstances arise prior to the Commercial Operation Date, the Power Producer shall have the right to terminate this Agreement, whereupon neither Party shall have any liability to the other, except for any liabilities accrued prior to such termination:

- (a) A material adverse change occurs in the Purchaser's right to occupy the Premises or in the Power Producer's ability to install the System at the Premises.
- (b) The Power Producer determines that there exist easements, Capacity Cost Recoveries (CCRs), liens or other encumbrances that would materially impair or prevent the installation, operation, maintenance, or removal of the System.

Any dispute arising prior to the Commercial Operation Date shall be resolved in accordance with Clause 17.7(c).

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

4.1 Installation Work

- (a) The Power Producer shall ensure that the Project is designed, manufactured, supplied, engineered, erected, tested, commissioned, operated, and maintained, and constructed substantially in accordance with RFP No. ____ dated ____, and the sanction letter issued by *Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT)*. The Power Producer shall provide the Purchaser with a Bill of Materials, listing the major equipment forming part of the System, within thirty (30) days from the Commercial Operation Date.
- (b) The Power Producer shall be granted reasonable access to the Premises by the Purchaser for performing the Installation Work, and shall carry out such work in a manner that minimises inconvenience and interference with the Purchaser's use of the Premises, to the extent commercially practicable.
- (c) The Parties agree that the Power Producer shall commission the System with a capacity of _____ kWp. However, the Power Producer may install a System of reduced capacity if it receives only partial approval of government subsidies or for any other material commercial reason, subject to mutual written agreement between the Parties. In such a case, the clauses relating to the Purchase Price shall be adjusted proportionately as per mutual written agreement.
- (d) The Power Producer shall provide and lay dedicated electrical cables for the transmission of Solar Power from the System to the Delivery Point. The Purchaser shall be responsible for the transmission or distribution of Solar Power beyond the Delivery Point, which shall be the location of the Main Metering System.
- (e) Unless otherwise agreed in writing between the Parties, the Power Producer shall not:
 - (i) chip or damage the rooftop;
 - (ii) disturb any waterproofing of the roof; or
 - (iii) carry out any other modification to the Premises without the prior written consent of the Purchaser.

(f) The Power Producer shall maintain general cleanliness in and around the Project area during both the construction and operational phases of the Project. Any damage caused to the equipment or facilities owned by the Purchaser due to the acts or omissions of the Power Producer shall be promptly rectified by the Power Producer at its own cost.

(g) Within fifteen (15) working days of the Effective Date, the Power Producer shall submit Shop Drawings of the Project to the Purchaser for approval. The Purchaser shall review and approve the drawings within three (3) working days from the date of submission. If the Purchaser has any objections or recommendations regarding the Shop Drawings, such comments shall be communicated to the Power Producer within ten (10) working days of submission. Any delays in approval shall result in a corresponding extension of the Scheduled Completion Date. Such approval shall not be unreasonably withheld.

Subject to any punch-list items (which the Purchaser agrees are not material to Project completion), the Power Producer shall complete and commission the Project within the scheduled period from the Effective Date (the “Scheduled Completion Date”). The Purchaser shall ensure that sufficient load is available at the Delivery Point to enable synchronisation and drawal of power from the System.

(h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than due to reasons stated in Clause 11 (Force Majeure) or Clause 12.2 (Purchaser Default), the Power Producer or its contractor shall pay to *Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT)* pre-estimated liquidated damages for the delay in accordance with the relevant provisions of the RFP document issued by MAHAPREIT.

(i) The Purchaser shall ensure that all arrangements and infrastructure necessary to receive Solar Power beyond the Delivery Point are completed and operational on or before the Commercial Operation Date and are maintained in accordance with applicable laws throughout the Term of this Agreement.

(j) The Power Producer shall duly fulfil all its obligations under this Agreement.

4.2 Approvals and Permits

Each Party shall assist the other in obtaining all necessary Governmental Approvals, third-party consents and approvals, and permits, including but not limited to those listed in Schedule V to this Agreement, as well as any waivers, approvals or releases required pursuant to any applicable Capacity Cost Recovery (CCR) provisions.

4.3 System Acceptance Testing

(a) The Power Producer shall provide the Purchaser with at least ten (10) days’ advance written notice of the intended date for testing the System. The Power Producer shall conduct such testing in the presence of the Purchaser’s designated representative.

(b) If the results of such testing demonstrate that the System is capable of generating electrical energy at its full rated capacity (KWp) continuously for a period of five (5) hours, using the instruments and meters installed for that purpose, the Power Producer shall issue written notice to the Purchaser to that effect. The date on which such successful testing and injection of power at the Delivery Point occurs shall be deemed the “Commercial Operation Date”.

5. System Operations

5.1 Power Producer as Owner and Operator

The System shall be legally and beneficially owned by the Power Producer, who shall be solely responsible for its operation, maintenance, and, where necessary, repair throughout the Term of this Agreement, at its own cost and expense. The Power Producer shall also be responsible for the replacement of spare parts, as required, for the entire duration of this Agreement.

If any repair or maintenance is necessitated as a direct result of the Purchaser's breach of its obligations under this Agreement, the Purchaser shall reimburse the Power Producer in full for all such costs incurred.

The Power Producer shall not be liable for any work undertaken by third parties on the System or Project, unless such work is authorised in writing in advance by the Power Producer. Furthermore, the Power Producer shall not be held responsible for any loss, damage, cost, or expense arising from improper operation or maintenance of the System by the Purchaser or any person instructed by the Purchaser.

In the event of any fault or issue in the System resulting from the actions of the Purchaser, the Purchaser may request the Power Producer to diagnose and rectify such issue. Any such service shall be provided at the standard rates of the Power Producer or its contractors, and shall be payable by the Purchaser.

5.2 Metering

(a) The Power Producer shall install a certified Main Metering System for the accurate measurement of the electrical energy produced by the System.

(b) Meter readings shall be taken by the personnel of the agency authorized by the MAHAPREIT or by personnel of the the Power Producer (as the case may be) on the Metering Date. The Purchaser's authorised representative shall be present during such meter readings. Both Parties shall sign a Joint Meter Reading Report.

In the event the authorised representative of the Purchaser is unavailable and the report is not signed within the first three (3) Business Days of the month, the report signed solely by the Power Producer shall be deemed to be the Joint Meter Reading Report. The Parties agree that such report shall be final and binding upon both Parties

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

(d) The Power Producer shall connect the solar power output to the existing electrical system of the Purchaser, in accordance with the applicable requirements and guidelines issued by the relevant State Distribution Company (DISCOM).

(e) The Purchaser may, at its sole discretion and cost, install a check meter to verify the readings recorded by the Main Metering System.

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

(g) The Power Producer shall be responsible for the provision and maintenance of any transformer(s), if required, and for metering in accordance with the relevant provisions of the applicable Request for Proposal (RFP) document *(exact reference to be inserted)*

5.3 System Disruptions

(a) Availability of Premises

The Purchaser shall provide the Power Producer with full access to the Premises for the installation, operation, and maintenance of the Solar Power Plant for the entire duration of this Agreement. The Purchaser shall also provide restricted access, as may be reasonably necessary, to the Power Producer for the continued operation and maintenance of the Solar Power Plant.

(b) Obstruction of Solar Panels

The Purchaser shall not construct or install any structure within or around the Premises that could cast shade on the solar panels or otherwise obstruct sunlight in a manner that adversely affects the generation of electricity during the Term of this Agreement.

(c) Roof Repairs and Other Disruptions to the System

In the event that:

- (i) the Purchaser undertakes any roof repairs or modifications not directly resulting from damage caused by the System, and such repairs require partial or complete temporary disassembly or relocation of the System; or
- (ii) any act or omission by the Purchaser or its employees, Affiliates, agents, or subcontractors (each a "Purchaser Act") results in a disruption or outage of the System's energy production,

and such events are attributable to the Purchaser (excluding events of Force Majeure), then the following shall apply:

- The Purchaser shall:
 - (A) bear the full cost of any work required to disassemble, relocate, and reassemble the System as necessitated by such repair or disruption; and
 - (B) continue to make all Solar Power Payments during the period of such disruption (the "Disruption Period").
- For the purposes of calculating Solar Power Payments and estimating lost revenue during the Disruption Period, the System shall be deemed to have generated electricity at the average rate of production over the preceding twelve (12) months. If the disruption occurs within the first twelve (12) months of operation, then the average generation during the actual period of operation shall be used ("Deemed Generation").

The Power Producer shall notify the Purchaser in writing of any such disruption or outage caused by a Purchaser Act, specifying the date and time of occurrence. The Purchaser's liability for Solar Power Payments under this clause shall commence from the date of such written intimation.

6. Delivery of Solar Power**6.1 Purchaser Requirement**

The Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer at the Delivery Point during each relevant month of the Term.

In the event that the Purchaser is unable to consume or record one hundred percent (100%) of the electricity generated at the time of its generation, Deemed Generation shall apply only under the following:

- (a) Where the Power Producer generates more electricity than the Purchaser's load demand, and the Purchaser is unable to export, consume, or record the excess electricity due to faults or failures in the Purchaser's equipment, including but not limited to net meters, cables, or related infrastructure, which prevent the feeding or measurement of generated Solar Power.
- (b) If the Purchaser fails to ensure sufficient space or clear access for the solar equipment, resulting in partial or complete shading of any part of the Solar Power Plant, the Power Producer may submit a claim for Deemed Generation, supported by calculations showing the loss in generation due to such shading. This claim shall be submitted with relevant supporting data.

The Purchaser shall review and approve or provide reasoned objections to such claim within one (1) month of submission. If the Purchaser fails to respond within this time, the Power Producer shall be entitled to claim provisional Deemed Generation until the matter is finally resolved.

6.2 Estimated Annual Production

The Estimated Annual Production for the System for each year of the Initial Term is set forth in Schedule IV of this Agreement. The term "Estimated Annual Production" shall refer to the expected amount of Solar Power to be generated during any given year, as determined in accordance with the calculations set forth in Schedule IV.

6.3 Suspension of Delivery

The Power Producer shall have the right to suspend the delivery of electricity to the Delivery Point for the purpose of maintenance or repair of the System, provided that:

- At least seven (7) days' prior written notice is given to the Purchaser for planned maintenance, except in the case of emergency repairs; and
- The Power Producer uses commercially reasonable efforts to minimise any interruption of service to the Purchaser.

Preventive maintenance shall be scheduled only during non-generating periods of the Solar Power Plant to avoid disruption in energy supply.

Such suspension shall not constitute a breach of this Agreement, provided the above conditions are met.

7. Tariff and Payments

7.1 Consideration

The Purchaser shall pay to the Power Producer a monthly payment (the "Solar Power Payment") for the Solar Power generated by the System during each calendar month of the Term, as measured in accordance with Clause 5.2(b). The payment shall be calculated by multiplying the Actual Monthly Production (as recorded in the Joint Meter Reading Report) by the applicable Tariff, regardless of whether:

- (i) any or all units of Solar Power have been drawn, consumed or utilised by the Purchaser; and/or
- (ii) any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility.

The Power Producer shall invoice the Purchaser for each kilowatt-hour (kWh) metered at the Delivery Point, at the prevailing Tariff as per Schedule II. The Tariff shall be a levelised tariff of ₹___/kWh, as determined in accordance with the allocations of Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT).

The term "year" for the purpose of this clause shall correspond to the Indian financial year, commencing on 1st April and ending on 31st March. A year-wise tariff schedule is provided in Schedule II of this Agreement.

7.2 Invoice

The Power Producer shall issue an invoice to the Purchaser on the first day of each calendar month (each, an "Invoice Date"), commencing with the first Invoice Date following the Commercial Operation Date. The final invoice shall include Solar Power generated only up to the Expiration Date of this Agreement.

7.3 Contents of Invoice

Each invoice submitted by the Power Producer shall include:

- (a) Solar Power generation calculations for the applicable billing period; and
- (b) Supporting data, documents and any calculations required under this Agreement.

7.4 Time of Payment

The Purchaser shall pay all undisputed amounts due under this Agreement within thirty (30) days of receipt of the invoice, whether by email or post (the "Due Date").

As part of the payment security mechanism, the power purchaser shall provide a revolving bank guarantee equivalent to three months' average tariff amount payable to the Producer, as stipulated for the first year of the agreement.

7.5 Method of Payment

The Purchaser shall make all payments under this Agreement by cheque, demand draft, or electronic funds transfer, in immediately available funds, to the account designated by the Power Producer from time to time. All payments made hereunder shall be non-refundable, subject to any applicable tax deduction at source, and shall be made free and clear of any other taxes, levies, assessments, duties, or charges, without any reduction, set-off, or adjustment of any kind. Furthermore, if any taxes or duties are leviable, whether currently or in the future, such taxes and duties shall be borne by the Purchaser in addition to the solar electricity tariff specified in this Agreement. Such taxes and duties may include, but are not limited to, Electricity Duty and Tax on Sale of Electricity (TOSE). Where the Purchaser deducts any tax at source, the Purchaser shall issue a tax credit certificate in accordance with applicable law.

7.6 Late Payment Surcharge / Early Payment Discount

If the Purchaser delays payment beyond the Due Date, a Late Payment Surcharge shall be payable to the Power Producer at the rate of 1.25% per month, calculated daily on the outstanding amount, and compounded monthly. This surcharge shall be claimed through the subsequent invoice issued by the Power Producer. The rates of early payment discount, if any, maybe decided upon mutually by both the parties.

7.7 Disputed Payments

If the Purchaser disputes any part of an invoice, it shall provide a written notice of dispute within fifteen (15) days of receipt, clearly identifying the disputed amount and the reasons therefor.

- The Purchaser shall pay 100% of the undisputed portion of the invoice by the Due Date.
- In case of dispute, the Purchaser shall pay an amount equivalent to the average consumption recorded in the last three (3) consecutive undisputed invoices. This amount shall be subject to adjustment upon resolution of the dispute.

Both Parties shall attempt to resolve the dispute within seven (7) days of notice. If unresolved by the next Invoice Date, the matter shall be referred to a committee consisting of one representative from each Party. If the dispute

remains unresolved by the following invoice cycle, it shall be referred to arbitration in accordance with the terms of this Agreement.

7.8 Change in Law

(a) Definition of Change in Law

For the purposes of this Section 7.8, “Change in Law” shall mean the occurrence of any of the following events after the Effective Date, resulting in any additional recurring or non-recurring expenditure by the Power Producer or any additional income to the Power Producer:

- (i) 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;
- (ii) a change in the interpretation or application of any law by any Governmental Authority with the legal power to interpret or apply such law, or by any competent court or tribunal;
- (iii) the imposition of a new requirement to obtain any Governmental Approvals that was not previously required;
- (iv) a change in the terms and conditions prescribed for obtaining any Governmental Approvals, or the inclusion of any new terms or conditions for obtaining such Governmental Approvals; or
- (v) the introduction of any tax applicable to the supply of power by the Power Producer under the terms of this Agreement.

Any benefit arising from a change in tax on the sale of solar energy, or from any of the events described in paragraphs (i) to (iv) above, shall be passed on to the Purchaser. However, this shall not include any change in withholding tax on income or dividends distributed to the shareholders of the Power Producer.

(b) Application and Principles for Computing Impact of Change in Law

In determining the consequences of a Change in Law under this Clause 7.8, the Parties shall have due regard to the principle that the purpose of compensating the affected Party is to restore, through adjustments to monthly bill payments, to the extent contemplated in this Clause 7.8, the affected Party to the same economic position as if such Change in Law had not occurred. The impact of such Change in Law shall be mutually agreed in writing.

(c) Solar Power Payment Adjustment Due to Change in Law

Subject to the provisions above, any adjustment to the Solar Power Payment arising from a Change in Law shall take effect from:

- (i) the date of adoption, promulgation, amendment, re-enactment, or repeal of the law or Change in Law; or
- (ii) the date of the order or judgment of a competent court, tribunal, or Governmental Authority, if the Change in Law results from a change in the interpretation or application of the law.

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 the Purchaser if it becomes aware of any damage to, or loss of, use of the System, or any condition that could reasonably be expected to adversely affect the System;
- (ii) immediately notify the Purchaser upon becoming aware of any event or circumstance posing an imminent risk to human health, the environment, the System, or the Premises.

(b) System Condition:

The Power Producer shall take all reasonably necessary actions to ensure the System remains capable of providing Solar Power at a commercially reasonable continuous rate. Subject to there being no Purchaser Default, the Power Producer shall provide 24x7 remote and/or onsite monitoring and maintenance of the System throughout the Term of this Agreement at no additional cost.

(c) Performance Standards & Penalty:

(The System shall meet a minimum guaranteed generation with a Performance Ratio (PR) of at least 75% at the time of commissioning and a Capacity Utilization Factor (CUF) during the operation and maintenance (O&M) period, based on daily normalized irradiance levels at the project location.

In the event that the Power Producer fails to supply the contracted annual energy units (kWh) as specified in the Agreement, a penalty shall be levied for the shortfall. The shortfall shall be calculated annually as the difference between the contracted kWh and the actual kWh supplied by the Power Producer to the Power Purchaser during the relevant contract year.

The penalty shall be computed as follows:

Penalty Amount = Shortfall in kWh × Applicable Tariff Rate (as per the Agreement).

The penalty shall be adjusted against the Power Purchaser's invoice for the subsequent billing cycle or paid directly by the Power Producer within 30 days of the annual reconciliation, as mutually agreed. The penalty shall not apply if the shortfall is due to Force Majeure events or any default by the Power Purchaser, as defined in the Agreement.

(d) Government Approvals:

The Power Producer shall obtain, maintain, and comply with all Governmental Approvals necessary for installation, power generation, and operation of the System, as required by law.

(e) Interconnection Compliance:

The rooftop system's interconnection with the local Distribution Licensee's network shall conform to technical standards prescribed by the competent authority. Such interconnection shall align with the Purchaser's contracted load and voltage level requirements.

(f) Health and Safety:

The Power Producer shall implement all reasonable and lawful safety precautions in connection with Installation Work, Solar Power delivery, and System Operations, ensuring compliance with all health, safety, and environmental regulations.

8.2 Power Producer's Representatives

The Power Producer shall respond promptly and efficiently to all queries, concerns, and complaints raised by the Purchaser throughout the Term.

Designated Contact – Until Commercial Operation Date:

- Name:
- Telephone:
- Email:

Designated Contact – Post Commercial Operation Date Until Termination:

- Name:
- Telephone:
- Email:

8.3 Purchaser's Covenants

The Purchaser covenants and agrees to the following:

(a) Notice of Damage or Emergency:

The Purchaser shall:

- (i) promptly notify the Power Producer of any known damage or operational loss of the System; and
- (ii) immediately notify the Power Producer of any condition posing a risk to health, safety, the environment, the Premises, or the System.

(b) Liens:

The Purchaser shall not permit or create any liens or encumbrances on the System. If a lien arises, the Purchaser shall:

- (i) immediately notify the Power Producer in writing,
- (ii) promptly remove and discharge such lien at its own expense, and
- (iii) indemnify the Power Producer for any related legal or administrative costs incurred.

(c) Consents and Approvals:

The Purchaser shall provide all required authorisations to enable installation and operation of the System, including approvals for drawing or consuming Solar Power. The Purchaser shall cooperate in obtaining applicable permits, subsidies, or incentives.

(d) Access to Premises and Grant of Licence:

The Purchaser hereby grants to the Power Producer a non-exclusive licence, co-terminus with the Term of this Agreement, conferring all rights necessary for the Power Producer to use designated portions of the Premises for the installation, operation, and maintenance of the System in accordance with the terms of this Agreement. Such rights include, but are not limited to, rights of ingress and egress to the Premises for the Power Producer, its employees, and authorised representatives, as well as access to electrical panels and conduits for the purpose of connecting or disconnecting the System to the Premises' electrical wiring, subject to the prior consent and approval of the Purchaser's duly authorised representative, as designated by the Purchaser. The Power Producer shall provide photographic identification for all personnel accessing the Premises. The Purchaser shall provide assistance to the Power Producer in obtaining necessary permissions for access to the Premises.

(e) Security:

The Purchaser shall ensure that the Premises, which benefit from enhanced security measures for the Solar Power System, remain securely locked at all times. Notwithstanding these measures, in the event of damage to the System resulting from theft or vandalism, the Power Producer shall be entitled to claim or recover compensation through applicable insurance policies. The Purchaser shall provide reasonable assistance to the Power Producer in connection

with the filing of First Information Reports (FIRs), insurance claims, and any other related procedures arising from such incidents.

In the event of damage to the System (save where such damage arises from the negligence of the Power Producer), the Parties shall jointly assess the extent of the damage and determine a severity level. Based on this assessment, the Parties shall agree upon a reasonable period for the Power Producer to rectify the damage. During such period, the Power Producer shall be entitled to payments calculated on the basis of 'Deemed Generation' in accordance with the terms of this Agreement. The Power Producer shall also be entitled to any insurance proceeds received in respect of damage covered under this clause.

The Purchaser shall not engage in, nor permit any activities on, in, or about the Premises that have a reasonable likelihood of causing damage, impairment, or any other adverse effect to the System. Should the System sustain damage as a result of any such activities or through the actions of any agent, contractor, or third party engaged directly or indirectly by the Purchaser, the Purchaser shall bear full responsibility for the cost of repairing or replacing the damaged components of the System.

(f) Non-Interference:

The Purchaser, whether owner or lessee of the Premises, shall ensure that neither they nor their landlord interferes with or handles the Power Producer's equipment without prior written consent.

(g) Temporary Storage Space during Installation:

The Purchaser shall provide adequate space at the Premises for the temporary storage and staging of tools, materials, and equipment, as well as for the parking of construction crew vehicles, temporary construction trailers, and other facilities reasonably required by the Power Producer during the installation, operation, and maintenance of the System. Such space shall also include reasonable access for rigging and material handling activities necessary for the performance of the Installation Work and System Operations.

(h) Sunlight Easements:

The Purchaser shall undertake all reasonable measures necessary to prevent any buildings, structures, or vegetation from overshadowing or otherwise obstructing access to sunlight for the System. Such measures include, but are not limited to, taking such actions as may be reasonably required to secure a solar access easement for the purpose of ensuring unimpeded sunlight exposure to the System.

(i) Evacuation Obligation:

The Purchaser shall draw 100% of the Solar Power generated at the Delivery Point, pay all invoices on or before the Due Date, and pay any applicable interest and/or penalty/late payment surcharge on delayed payments in accordance with this Agreement.

(j) Water Supply:

The Purchaser shall, at no cost to the Power Producer, provide water, meeting the standards for cleaning of solar panels, in the quantities required by the Power Producer at a designated point on the roof for the periodic cleaning of the solar photovoltaic (PV) panels, in accordance with the cleaning schedule set forth in this Agreement.

(k) Auxiliary Power:

The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of the System, at the rate paid by the Purchaser to the Distribution Company or as per the rate prescribed by the DISCOM concerned in such context.

(l) Relocation:

If the Purchaser requests temporary relocation or suspension of part of the Solar Power Plant, it shall reimburse the Power Producer for all actual, pre-agreed costs incurred for disassembly, reinstallation, and recommissioning. These

costs must be supported by documentary proof. Payment must be made within 30 days of submission, failing which Late Payment Charges shall apply under Clause 7.6. During any disruption, the Power Producer shall be entitled to Deemed Generation compensation.

9. Representations and Warranties

In addition to any other representations and warranties set forth in this Agreement, each Party represents and warrants to the other Party that:

- (a) It is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of its incorporation.
- (b) It has full power, authority, and legal right to enter into, execute, deliver, and perform its obligations under this Agreement.
- (c) It has taken all necessary corporate or equivalent action required to authorise the execution, delivery, and performance of this Agreement.
- (d) This Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms.
- (e) There is no litigation, arbitration, claim, action, proceeding or investigation pending, or to the best of its knowledge, threatened before any court, tribunal or governmental authority, that could reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.
- (f) Its execution, delivery, and performance of this Agreement and the transactions contemplated hereby do not and will not:
 - (i) violate or conflict with any provision of its constitutional or organisational documents;
 - (ii) constitute a breach or default under any contract, agreement, or instrument to which it or any of its Affiliates is a party or by which it or its Affiliates or their respective assets are bound; or
 - (iii) violate any Applicable Law.

10. Taxes and Governmental Fees

10.1 Purchaser Obligations

The Purchaser shall be liable for and shall pay any and all taxes, fees, levies, or charges imposed or authorised in the future by any Governmental Authority (notwithstanding that no such taxes, fees or charges are presently applicable) on the sale or supply of Solar Power to the Purchaser pursuant to Clause 7 of this Agreement.

Upon the imposition of any such taxes or charges, the Power Producer shall provide the Purchaser with written notice, accompanied by a detailed statement setting out the amounts payable. Such amounts shall be invoiced by the Power Producer within the monthly bills and shall be paid by the Purchaser in accordance with the payment terms set out in this Agreement.

The Purchaser shall also be solely responsible for timely reporting, filing, and payment of any and all sales/GST tax, use tax, income tax or any other statutory levies assessed against it in connection with its purchase of Solar Power under this Agreement.

For the avoidance of doubt, the Purchaser's obligations under this Clause 10.1 exclude taxes for which the Power Producer is responsible as specified under Clause 10.2.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes, other taxes, franchise fees, or similar charges levied against it arising from its ownership of the System. The Power Producer shall not be liable for any taxes imposed on or assessed against the Purchaser that are based on or related to the Purchaser's overall income or revenues.

11. Force Majeure

11.1 Definition

"Force Majeure Event" shall mean any act or event or circumstance that prevents the affected Party from performing its obligations under this Agreement, provided that:

- (a) such event or circumstance is beyond the reasonable control of the affected Party;
- (b) the affected Party could not have prevented or overcome the event or circumstance through the exercise of reasonable diligence, including the expenditure of reasonable sums.

Subject to the foregoing, Force Majeure Events shall include, but not be limited to, the following:

- (i) natural phenomena, including but not limited to storms, cyclones, hurricanes, floods, lightning, volcanic eruptions and earthquakes;
- (ii) explosions or fires caused by lightning or other reasons not attributable to the acts or omissions of the Party invoking this clause;
- (iii) war (declared or undeclared), armed conflict, invasion, acts of foreign enemies, epidemics/pandemics, terrorism, civil disturbance, rebellion, insurrection, riots and sabotage etc, where the government imposes prohibitory orders making transport of goods and or movement of persons impossible in the affected area.

For the avoidance of doubt, economic hardship, lack of financing, or changes in market conditions shall not constitute a Force Majeure Event.

In the event of damage to the System caused by a Force Majeure Event, the Power Purchaser shall be responsible for repairing and recommissioning the System at its own cost.

In the event of a Force Majeure situation, the affected Party (either the RESCO or the Purchaser) shall promptly notify both MAHAPREIT and the other Party in writing within three (3) days from the date such situation arises. If communication with MAHAPREIT is not possible, the affected Party shall notify MAHAPREIT within one (1) day after the restoration of the communication system. The affected Party shall also inform MAHAPREIT and the other Party within three (3) days of the cessation of the Force Majeure conditions. Upon reviewing the circumstances and relevant facts, MAHAPREIT shall determine and, if deemed necessary, grant an appropriate extension of time for the completion of the affected obligations. Failure by the affected Party to provide timely notification to MAHAPREIT as specified shall result in the suspension of its eligibility for any relief otherwise available under the Force Majeure provisions.

11.2 Excused Performance

Except as otherwise expressly provided in this Agreement, neither Party shall be considered to be in default or breach of its obligations, nor shall it be liable for any delay or failure in performance, to the extent such delay or failure is attributable to the occurrence of a Force Majeure Event, provided that the affected Party:

- (a) has promptly notified the other Party in writing of the occurrence of such Force Majeure Event;
- (b) has used all reasonable efforts to mitigate and minimise the consequences of the Force Majeure Event;
- (c) has notified the other Party in writing as soon as the Force Majeure Event ceases or terminates.

Notwithstanding the above, the Purchaser shall not be excused from making any payments or settling any dues in respect of Solar Power delivered prior to the date of occurrence of the Force Majeure Event.

11.3 Termination Due to Force Majeure

In the event that a Force Majeure Event prevents the Power Producer from fulfilling its obligations under this Agreement for a continuous period of one hundred and eighty (180) days, the Purchaser shall have the right to terminate this Agreement by giving written notice to the Power Producer. If such Force Majeure Event continues for a further period of ninety (90) days, the Agreement shall automatically terminate.

Upon such termination due to Force Majeure, neither Party shall have any liability to the other, save for any obligations that may have accrued prior to the date of termination.

12. Default

12.1 Power Producer Defaults and Purchaser Remedies

(a) Power Producer Default

The occurrence of any of the following shall constitute a “Power Producer Default”:

- (i) An Insolvency Event occurs in relation to the Power Producer;
- (ii) The Power Producer fails to achieve Commissioning of the System within the timeframe stipulated in the relevant RFP document;
- (iii) The Power Producer breaches any material term of this Agreement and:
 - (A) if such breach is capable of remedy within sixty (60) days of written notice from the Purchaser and the Power Producer fails to cure the breach within such period; or
 - (B) if the breach is not capable of cure within sixty (60) days, the Power Producer fails to commence and diligently pursue such cure within that period.

(b) Purchaser Remedies

Upon the occurrence and continuation of a Power Producer Default as described in clause 12.1 (a), and subject to the provisions of Clause 13.

- (i) The Purchaser may issue a written Preliminary Default Notice, setting out in reasonable detail the nature of the default.
- (ii) If the default is not cured within sixty (60) days of issuance of the Preliminary Default Notice (or such extended period as may be mutually agreed in writing), the Purchaser shall have the right to terminate this Agreement by issuing a Termination Notice to the Power Producer.
- (iii) Following such termination, the Purchaser may engage a third party to provide the required services or to complete the Project.
- (iv) Upon termination, the Power Producer shall be liable to pay compensation within sixty (60) days of the Termination Notice. The compensation shall be calculated as the difference between:
 - the Tariff as per this Agreement; and
 - the applicable grid tariff notified by the Government at that time;

multiplied by the estimated Solar Power generation for a period of two (2) years, based on the normative Capacity Utilisation Factor (CUF).

(v) If the Power Producer fails to remove the System from the Premises within sixty (60) days of termination, the Purchaser shall have the right to dispose of the System in any manner it deems appropriate.

12.2 Purchaser Defaults and Power Producer Remedies

(a) Events Constituting Purchaser Default

The occurrence of any of the following shall constitute a “Purchaser Default”:

(i) An Insolvency Event occurs in relation to the Purchaser;

(ii) The Purchaser breaches any material provision of this Agreement and:

(A) if such breach is capable of being cured within sixty (60) days of receipt of notice from the Power Producer and the Purchaser fails to cure the same; or

(B) if the breach is not capable of cure within sixty (60) days, the Purchaser fails to commence and diligently pursue such cure within that period;

(iii) The Purchaser fails to pay any undisputed amount due under this Agreement, or in the case of a disputed invoice, fails to pay an amount equivalent to the average of the last three (3) consecutive undisputed invoices, within sixty (60) days of receipt of written notice of default from the Power Producer under Clause 7.7.

(b) Power Producer Remedies

If a Purchaser Default described in Clause 12.2(a) has occurred and is continuing, then, in addition to other remedies available under this Agreement or at law, the Power Producer shall be entitled to terminate this Agreement by giving fifteen (15) days’ written notice to the Purchaser. Upon such termination:

(a) The Power Producer shall be entitled to receive from the Purchaser a Compensatory Amount, calculated as follows:

Compensatory Amount = Original Capital Cost of the Solar PV System (including all procurement, transportation, installation, and commissioning expenses) plus Interest at a rate equal to the higher of (i) **five percent (5%) per annum**, or (ii) the average Wholesale Price Index (WPI) for all commodities as published by the Government of India for the period from the Commercial Operation Date until the date of termination.

This clause shall survive the termination of the Agreement and shall be binding on the Parties.

13. Limitations of Liability

13.1 Exclusion of Indirect and Consequential Damages

Except as expressly set out in this Agreement, neither Party shall be liable to the other Party or to any of its affiliates, officers, directors, employees, contractors, or agents (collectively, “Indemnified Persons”) for any special, punitive, exemplary, indirect or consequential losses or damages, including but not limited to loss of revenue, loss of profits, loss of business opportunity, or loss of goodwill, whether foreseeable or not, arising out of or in connection with this Agreement, and whether arising in contract, tort (including negligence), or otherwise.

13.2 Responsibility for Employees and Contractors

The Power Producer shall be solely responsible for the manner in which it performs its obligations under this Agreement. All employees, agents, representatives, and contractors engaged by the Power Producer shall be deemed to be under its exclusive direction and control and shall not be considered employees, agents or representatives of the Purchaser for any purpose whatsoever.

Nothing in this Agreement shall create, or be deemed to create, any contractual relationship between the Purchaser and any employee, contractor, or agent of the Power Producer.

13.3 Insurance Obligations

The Power Producer shall be required to maintain mandatory insurance coverage for the solar PV plant and for all personnel involved in its maintenance and operation, including but not limited to comprehensive property insurance, third-party liability insurance, and workmen's compensation insurance. The Purchaser shall be required to maintain mandatory insurance coverage for the factory (including plant and machinery), as well as for its workers and other visitors, encompassing property insurance, employer's liability insurance, and public liability insurance. Both parties shall ensure that such insurance policies remain active and adequate throughout the term of this Agreement to cover all relevant risks, including damage, injury, or loss arising from their respective operations. In the event of a default by either party in maintaining the required insurance, the defaulting party shall be fully responsible for all damages, losses, and liabilities incurred by the other party or any third party as a result of such default.

14. Assignment & Novation

14.1 Assignment

Notwithstanding any provision to the contrary in this Agreement, the Power Producer shall have the right to assign all or any of its rights hereunder, including rights over any assets, to any third party, including but not limited to lenders, equipment lessors, or other entities (collectively, an "Assignment"), provided such assignment is subject to the prior written consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold or delay such consent. Upon any such assignment, the Power Purchaser may hold the Power Producer and the assignee jointly and severally liable for the performance of all obligations under this Agreement. Furthermore, following an assignment and upon receiving notice from the Power Producer, the Power Purchaser shall make all payments due under this Agreement directly to the assignee. In the event the Power Producer sells the Solar Power Plant, the new buyer(s) shall be bound by the terms and conditions of this Agreement. Additionally, the Power Producer reserves the right to assign all or part of the assets to lenders or leasing companies.

The Power Purchaser may assign its rights under this Agreement without the prior consent of the Power Producer to an Affiliate or any successor in interest, whether by merger, reorganization, or sale of assets (including the sale of a line of business). This Agreement shall inure to the benefit of and be binding upon the Power Purchaser and its successors or assigns.

However, any assignment or novation by the Power Producer pursuant to Clause 14.1 or Clause 14.2 shall be binding on the Power Purchaser only if there are no material inconsistencies in the contract provisions at the time of such assignment or novation. Should material inconsistencies exist, such action shall be deemed a default under this Agreement, and the Power Purchaser may take appropriate remedial actions as deemed fit.

14.2 Novation

The Parties acknowledge and agree that the Power Producer may novate this Agreement, in whole or in part, to a third party or successor entity ("New Party"), subject to the prior written consent of the Purchaser, which shall not be unreasonably withheld.

Upon execution of such novation:

The New Party shall automatically acquire all rights and assume all obligations of the Power Producer under this Agreement as if it were an original party to the Agreement.

The Purchaser agrees to promptly execute any additional deeds, agreements, or documentation necessary to give effect to the novation, as may reasonably be requested by the Power Producer.

A separate Novation Agreement shall be executed by all Parties to formally effectuate such transfer.

14.3 Notices and Communication

Unless otherwise stated in this Agreement, all notices and other communications shall be made in writing under the signature of the authorised signatory and shall be deemed properly given if sent by hand delivery, registered post, courier, or official E-mail to the addresses below (or such other address as either Party may notify in writing):

Power Producer – Contact Details:

Name: [Insert Name]

Designation: [Insert Designation]

Address: [Insert Full Address]

Telephone: [Insert Number]

Email: [Insert Email Address]

Power Purchaser – Contact Details:

Name: [Insert Name]

Designation: [Insert Designation]

Address: [Insert Full Address]

Telephone: [Insert Number]

Email: [Insert Email Address]

14.4 Notice Delivery and Effectiveness

Unless otherwise specified in this Agreement, any notice required hereunder shall be delivered by hand, sent via registered post, courier service, or transmitted by official E-mail, and shall be deemed delivered to the addressee or its designated office upon receipt at the address specified for notices. For hand delivery or courier service, notice shall be deemed effective upon delivery; for registered post, upon posting; and for E-mail transmission, upon confirmation of sending, with effectiveness recognized on the next Business Day. All notices shall be signed by an authorized signatory.

15. Confidentiality

15.1 Obligations

(a) Power Producer's Confidential Information

(i) In the event the Power Producer discloses confidential information, including but not limited to business plans, strategies, financial data, proprietary, patented, licensed, copyrighted, or trademarked information, and/or technical details concerning the design, operation, and maintenance of the System (“Confidential Information”) to the Purchaser, or if the Purchaser becomes aware of such Confidential Information regarding the Power Producer’s facilities or plans during the negotiation or performance of this Agreement, the Purchaser shall: (i) safeguard the Confidential Information from disclosure to third parties with the same level of care it applies to its own confidential and proprietary information; and (ii) refrain from using the Confidential Information except as necessary for the negotiation and execution of this Agreement.

(ii) Notwithstanding the foregoing, the Purchaser may share Confidential Information with its officers, directors, managers, employees, and Affiliates (collectively, “Representatives”), provided such access is reasonably required for the purposes of this Agreement. The Purchaser shall inform each recipient of the confidential nature of the information, direct them to maintain its confidentiality, and ensure their agreement to comply with these provisions. The Purchaser shall be held liable for any breach of this obligation by any entity to whom it improperly discloses Confidential Information.

(iii) All Confidential Information shall remain the exclusive property of the Power Producer and shall be returned to the Power Producer upon the expiration of the Purchaser’s need for it or upon the Power Producer’s request.

(b) Purchaser’s Confidential Information

In the event the Purchaser discloses confidential information, including but not limited to business plans, strategies, financial data, proprietary, patented, licensed, copyrighted, or trademarked information (“Confidential Information”) to the Power Producer, or if the Power Producer becomes aware of such Confidential Information regarding the Purchaser’s facilities or plans during the negotiation or performance of this Agreement, the Power Producer shall: (i) protect the Confidential Information from disclosure to third parties with the same level of care it applies to its own confidential and proprietary information; and (ii) refrain from using the Confidential Information except as necessary for the negotiation and execution of this Agreement.

Notwithstanding the foregoing, the Power Producer may share Confidential Information with its officers, directors, managers, employees, and Affiliates (collectively, “Representatives”), provided such access is reasonably required for the purposes of this Agreement. The Power Producer shall inform each recipient of the confidential nature of the information, direct them to maintain its confidentiality, and ensure their agreement to comply with these provisions. The Power Producer shall be held liable for any breach of this obligation by any entity to whom it improperly discloses Confidential Information.

All Confidential Information shall remain the exclusive property of the Purchaser and shall be returned to the Purchaser upon the expiration of the Power Producer’s need for it or upon the Purchaser’s request.

(c) Data Protection Compliance

Both Parties acknowledge that they may, in connection with the performance of this Agreement, collect, receive, store, or otherwise process certain digital personal data, as defined under the Digital Personal Data Protection Act, 2023 (“DPDP Act”).

Each Party agrees to comply with the applicable provisions of the DPDP Act and any rules or regulations notified thereunder, including but not limited to obligations relating to the lawful processing, storage, security, and transfer of personal data.

Where applicable, each Party shall:

- (a) Obtain necessary consent from Data Principals for processing personal data;
- (b) implement reasonable technical and organisational measures to protect personal data from unauthorised access, disclosure, or breach;
- (c) notify the other Party of any personal data breach that may affect such Party;
- (d) cooperate with each other to enable the exercise of rights by Data Principals under the DPDP Act.

This clause shall survive the termination or expiry of this Agreement to the extent required by law.

15.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be obligated to maintain confidentiality in respect of any information that:

- a. Becomes publicly available, other than as a result of any act or omission of the receiving Party;
- b. Is to be disclosed under Applicable Law or pursuant to a validly issued notice or mandatory filing; provided, however, that the receiving Party subject to such requirement shall promptly notify the disclosing Party of the same;
- c. Is independently developed by the receiving Party without reference to the Confidential Information; or
- d. Is lawfully obtained by the receiving Party from a third party who is not under any obligation of confidentiality in respect thereof.

16. Indemnity

16.1 Power Producer's Indemnity

Subject to the provisions of Clause 13, the Power Producer agrees to indemnify and hold harmless the Purchaser and its members, officers, employees, casual workers, and any individuals or entities lawfully permitted to operate businesses or services on the premises (including but not limited to canteens, stores, photocopy units, banks, postal services, courier agencies, medical facilities), as well as any lawful visitors (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses incurred by the Purchaser Indemnified Parties, to the extent such Losses arise out of or result from:

any claim relating to, or arising from, injury to or death of any person; or any loss of or damage to property, to the extent such injury, death, loss, or damage is caused by the negligence or wilful misconduct of the Power Producer.

Notwithstanding the foregoing, the Power Producer shall not be required to reimburse or indemnify any Purchaser Indemnified Party for any Loss to the extent such Loss arises from the negligence or wilful misconduct of such Purchaser Indemnified Party.

16.2 Purchaser's Indemnity

Subject to the provisions of Clause 13, the Purchaser agrees to indemnify, defend, and hold harmless the Power Producer, its permitted successors and assigns, and their respective directors, officers, employees, contractors, sub-contractors, and agents (collectively, the "Power Producer Indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties, to the extent arising from or in connection with:

any claim for, or arising out of, injury to or death of any person; or loss of or damage to the property of any person, to the extent caused by the negligence or wilful misconduct of the Purchaser.

Notwithstanding the foregoing, the Purchaser shall not be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss results from the negligence or wilful misconduct of that Power Producer Indemnified Party.

17. Miscellaneous

The Producer shall ensure compliance with all applicable regulations, including but not limited to the latest MNRE Grid-Connected Rooftop Solar Programme Phase-II, Electricity (Rights of Consumers) Rules, 2020, MNRE ALMM order for approved modules, net metering and grid-interconnection regulations of the respective State Electricity Regulatory Commissions, and CEA and DISCOM technical standards, as updated periodically, solar PV projects under the RESCO model across Gujarat, Maharashtra, Uttar Pradesh, Goa, and Andhra Pradesh.

17.1 Amendments

This Agreement may be amended, modified, or supplemented only by a written instrument duly executed by authorised representatives of both the Power Producer and the Purchaser.

17.2 Goodwill and Publicity

Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other in relation to any public announcements concerning the execution or existence of this Agreement. Each Party shall have the right to promptly review, comment on, and approve any publicity materials, press releases, or public statements issued by the other Party that refer to or describe any aspect of this Agreement.

No such publicity material or public statement (except for disclosures or filings 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 regardless of whether such consent 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 provided herein, for the purposes of this Agreement, the standard of performance shall be measured in accordance with the normal practices and benchmarks prevailing within the solar photovoltaic power generation industry in the relevant market, to determine whether a Party's performance is reasonable and timely. Unless expressly defined herein, words with well-established technical or trade meanings shall be interpreted in accordance with such recognised meanings.

17.4 Cumulative Remedies

Except as otherwise expressly provided herein, any right or remedy of the Power Producer or the Purchaser shall be cumulative and shall not prejudice any other right or remedy available to either Party.

17.5 No Waiver

The failure of either the Power Producer or the Purchaser to enforce any provision of this Agreement, or any waiver thereof, shall not be construed as a general waiver or relinquishment of such provision in any other instance, nor shall it be deemed a waiver of any other provision on any occasion.

17.6 Survival

The obligations set forth in clause 8.1(d) (Power Producer Covenant), clause 8.3(d), (e), (f), and (g) (Purchaser Covenants), clause 10 (Taxes and Governmental Fees), clause 13 (Limitation of Liability), clause 12.2 (Notices), clause 15 (Confidentiality), and any other provisions of this Agreement which, by their nature or context, are intended to survive termination, shall remain in full force and effect notwithstanding the expiration or termination of this Agreement for any reason.

17.7 Governing Law, Jurisdiction & Settlement of Dispute:

(a) This Agreement shall be governed by and construed in accordance with the laws of India. The Parties irrevocably agree that the courts located in the state where the Power Purchase Agreement (PPA) is executed, being any of the states of Maharashtra, Goa, Gujarat, Uttar Pradesh, or Andhra Pradesh, shall have exclusive jurisdiction over any action, suit, or proceeding arising out of or relating to this Agreement.

(b) In the event of any dispute, difference of opinion, claim, or controversy arising out of or in connection with this Agreement, including any breach, termination, or invalidity thereof (collectively, a “Dispute”), the Parties shall first endeavor to resolve such Dispute amicably through conciliation. If the Dispute remains unresolved through conciliation within a period of 30 days from the commencement of conciliation proceedings, the Dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties, or in the absence of agreement on the arbitrator within 30 days, appointed by the High Court having jurisdiction in the state of execution of the PPA. The language of arbitration shall be English. The Parties agree to be bound by the arbitral award, which shall be final and binding, and waive their rights to any form of appeal to the extent permitted under applicable law. The costs of conciliation and arbitration, including administrative and arbitrator fees, shall be borne equally by the Parties unless otherwise determined by the arbitral tribunal.

(c) In case the Contractor (Power Producer) is a Public Sector Enterprise (PSE) or a Government Department, whether under the Government of India or the State Governments of Maharashtra, Gujarat, Goa, Uttar Pradesh, or Andhra Pradesh, the dispute shall be referred to the appropriate dispute resolution mechanism as follows:

i. For Central PSEs or Departments of the Government of India:

The dispute shall be referred to the Permanent Machinery of Arbitration (PMA) of the Department of Public Enterprises (DPE), Government of India. Either party may refer such dispute or difference to arbitration before a Sole Arbitrator nominated by the Secretary, Department of Public Enterprises, Government of India. The award of the Arbitrator shall be binding upon both parties. The cost of arbitration shall be shared equally by the parties, as intimated by the Arbitrator.

ii. For State PSEs or Departments of the Governments of Maharashtra, Gujarat, Goa, Uttar Pradesh, or Andhra Pradesh:

The dispute shall be referred to the alternative dispute resolution mechanism or designated arbitration authority prescribed by the respective State Government. In the absence of such a mechanism, the dispute may be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended), and the arbitrator shall be appointed mutually by the Parties, or in the absence of agreement, in accordance with the said Act. The seat of

arbitration shall be in the capital city of the concerned State, and the language shall be English. The cost of arbitration shall be shared equally by the parties unless otherwise directed by the Arbitral Tribunal.

17.8 Severability

If any term, covenant or condition of this Agreement is, to any extent, held to be invalid or unenforceable under Applicable Law, the remainder of the Agreement shall remain in full force and effect, and each of the remaining provisions shall be valid and enforceable to the fullest extent permitted by Applicable Law. Where appropriate, such invalid or unenforceable provision shall be modified or replaced to reflect the original intent of the Parties and to preserve the intended economic benefits under this Agreement.

17.9 Successors and Assigns

This Agreement, along with the rights and obligations arising hereunder, shall be binding upon and shall inure to the benefit of the Power Producer and the Purchaser, and their respective successors and permitted assigns.

17.10 Counterparts

This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument.

17.11 Independent Service Provider

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

17.12 Non-Exclusive Agreement

This Agreement is entered into on a non-exclusive basis. The Purchaser shall remain free to engage other service providers or to assign services similar to those provided by the Power Producer under this Agreement to any other party, provided that the rights of the Power Producer under this Agreement are not adversely affected in any manner.

17.13 Annual Accounts

The Parties shall conduct an **annual reconciliation** of accounts to ensure financial and operational clarity.

17.14 Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, representations, or undertakings, whether written or oral, relating to such subject matter, except as expressly provided otherwise in this Agreement. The Schedules annexed hereto shall form an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives as of the date first written above.

FOR & ON BEHALF OF		FOR & ON BEHALF OF	
THE PRESIDENT OF INDIA		POWER PRODUCER	
Signature:		Signature:	
Name:		Name:	
Designation:		Designation:	

WITNESSES			WITNESSES		
1)	Signature:		1)	Signature:	
	Name:			Name:	
	Designation:			Designation:	

2)	Signature:		2)	Signature	
	Name:			Name	
	Designation:			Designation	

SCHEDULE-I

Description of the Premises:

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

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SCHEDULE II

FEES

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

Purchaser shall pay power producer for solar power at the rate equal to INR_____/kWh which is the levelized tariff as per < Mahatma Phule Renewable Energy and Infrastructure Technology Limited (MAHAPREIT)> allocation.

Year wise tariff is as follows;

Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	

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

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

SCHEDULE III

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

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

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

Year of Term (End of Year)	Calendar Year	Purchase Price in Crores (Rs)
1		
2		
3		

4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

SCHEDULE IV

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

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

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

SCHEDULE V

Government approvals

1. To be obtained by the power producer

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

2. To be obtained by Power Purchaser

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

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Purchase Price for kWp system @ Rs. _____/- Watt.	
Year	Salvage Value (Rs.)
1 st year	
2 nd year	
3 rd Year	
4 th Year	
5 th Year	
6 th Year	
7 th Year	

8 th Year	
9 th Year	
10 th Year	
11 th Year	
12 th Year	
13 th Year	
14 th Year	
15 th Year	
16 th Year	
17 th Year	
18 th Year	
19 th Year	
20 th Year	
21 st Year	
22 nd Year	

23 rd Year	
24 th Year	
25 th Year	

SCHEDULE VI

RFP

ANNEXURE-I

BANK DETAILS

NAME OF THE BENEFICIARY:

PRINCIPAL PLACE OF BUSINESS&ADDRESS:

NAME OF THE BANK:

BANK ADDRESS:

BANK ACCOUNT NO:

TYPE OF BANK ACCOUNT - SB/CA/CC:

IFSC/NEFT/RTGS CODE:

MICR CODE:

PAN CARD NO:

PHONE NO./FAX NO. WITH STD CODE: EMAIL ID OF CONTACT PERSON: