



**GAUHATI UNIVERSITY**

A NAAC 'A' GRADE INSTITUTION

GOPINATH BARDOLOI NAGAR, JALUKBARI  
GUWAHATI-781014 (ASSAM)  
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## SUPPORTING DATA

NAAC 4<sup>TH</sup> CYCLE OF ACCREDITATION  
PROVIDED BY-  
IQAC, GAUHATI UNIVERSITY

## CRITERION 7

**Assessment term: 2018-2023**

### **Sub criterion 7.1**

*Institutional Values and Social Responsibility*



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POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT is made at Gauhati University, Guwahati on 21.01.2020

Between

M/S OJAS ENERGEN PRIVATE LIMITED a company incorporated in India under the provisions of the Companies Act 1956, with its registered office at Sector 3, Channi Himmat Jammu and Kashmir, 190015 (Lead Member) Consortium with M/s HYGRID Solar, 312, Pearls Best Height -1 Netaji Subash Place Delhi 110034 (Other Member) Email: ojasenergen@gmail.com; M. No: 9213859822 hereinafter referred to as the "Power Producer" (which expression shall unless repugnant to the context mean and include it's successors and assigns);

AND

Gauhati University, also known as GU is the oldest and one of the most renowned universities in North East India located in Jorubari, Guwahati, Assam established by an act of the State Legislature the Gauhati University Act 1947 (Assam Act, XVI of 1947) hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context mean and include it's successors and assigns). The Power Producer and the Purchaser are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS;

The GU had invited proposals by its Notice No. T/2019-20/97 Dated 24th June 2019 for - "Design, Engineering, Supply, Storage, Civil work, Erection, Testing & Commissioning of the 500 kWp Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years on different academic buildings of GU."

- B. For selection of bidders for Implementation of Roof Top Solar PV System at different academic buildings of GU, GU had prescribed the technical and commercial terms and conditions, and invited bids from the bidders pursuant to the Tender Notice for execution of the Project.
- C. After evaluation of the bids received, GU notified M/S OJAS ENERGEN PRIVATE LIMITED, Sector 3, Channi Himmat Jammu and Kashmir, 190015 (Lead Member) Consortium with M/s HYGRID Solar, 312, Pearls Best Height -1 Netaji Subash Place Delhi 110034 (Other Member) Email: ojasenergen@gmail.com M. No: 9213859822 as the Successful Bidder for "Design, Engineering, Supply, Storage, Civil work, Erection, Testing & Commissioning of the rooftop solar PV project including Operation and Comprehensive Maintenance (O&M) of

Handwritten signature of Registrar, Gauhati University

Registrar Gauhati University

Handwritten signature of Superintending Engineer, Gauhati University

Superintending Engineer Gauhati University

For M/S Ojas EnerGen Pvt. Ltd.

Handwritten signature of Director, M/S Ojas EnerGen Pvt. Ltd.

Director



the project for a period of 25 years after commissioning of plants" and has been awarded 500 kWp of capacity as per Technical Specification & other details of RFS No-T/2019-20//97 dated 26/06/2019 of GU, and issued its Letter of Allocation no. E/20/Work/SE/2019/2641 dated 28/12/2019 (hereinafter called the "LOA") to the Successful Bidder requiring, inter alia, the execution of this Power Purchase Agreement within 30 days of the date of issue thereof.

- D. Pursuant to relevant clause of RFS documents, the Consortium/JV/Successful Bidder has since promoted and incorporated the Project Company ("Power Producer" herein) as a limited company under the Companies Act 2013, and has requested GU vide its letter no. [\*] dated [\*], supported with its Board Resolution(s) dated [\*], to accept the Project Company as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium/JV/Successful Bidder under the LOA, including the obligation to enter into this Agreement pursuant to the LOA for executing the Projects Or A power of attorney issued by Lead partner(Ojas Energen Pvt Ltd) and accepted by the Consortium Partner(Hygrid Solar) for executing and ownership or any issues will be whole sole responsible.
- E. By its letter dated [\*], supported by its Board Resolution, the said Project Company (Power Producer herein) has also joined in the said request of the Consortium/JV/Successful Bidder to the GU to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium/JV/Successful Bidder including the obligation to enter into this Agreement pursuant to the LOA. The Power Producer herein/Project Company has further represented to the effect that it has been promoted by the Consortium /JV/Successful Bidder for the purposes hereof.
- F. The Power Producer herein/Project Company has agreed to install and operate a solar photovoltaic power plant of 500 KW capacity (the "Project") at the Premises as defined hereinafter and supply the entire Solar Power of the Project to the Purchaser on the terms and conditions contained in this Agreement.
- G. The GU has agreed to the said request of the Consortium/JV/Successful Bidder and the Power Producer herein/Project Company, and has accordingly agreed to enter into this Agreement with the Power Producer herein/Project Company for execution of the Project, subject to and on the terms and conditions set forth hereinafter.
- H. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

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

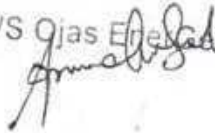
## 1. Definitions and Interpretation

### 1.1 Definitions

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

- (a) **"Actual Monthly Production"** means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;
- (b) **"Affiliate"** means with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with such specified Person;
- (c) **"Agreement"** means this Power Purchase Agreement executed hereof, including the schedules,, amendments, modifications and supplements made in writing by the Parties from time to time;
- (d) **"Applicable Law"** means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority;

  
Superintending Engineer  
Gauhati University

For M/S Ojas Energen Pvt. Ltd.  


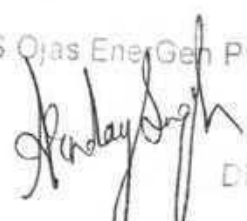
Director

- (f) **"Business Day"** means any day other than Sunday or any other day on which banks in Guwahati are required or authorized by Applicable Law to be closed for business;
- (g) **"Commercial Operation Date"** has the meaning set forth in Section 4.3(b);
- (h) **"Confidential Information"** has the meaning set forth in Section 16.1;
- (i) **"Consents, Clearances and Permits"** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and/ or supply of power;
- (ii) **"Contingent Liability"** that is not now fixed and absolute but which may become so in case of the occurrence of some future event.
- (k) **"Deemed Generation"** has the meaning set forth in Section 5.3(b);
- (l) **"Delivery Point"** shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/rules where Solar Power is delivered by the Power Producer from the System to the Purchaser;
- (m) **"Dispute"** has the meaning set forth in Section 17.8 (b);
- (n) **"Disruption Period"** has the meaning set forth in Section 5.3(b);
- (o) **"Distribution Utility"** means the local electric distribution owner and operator providing electric distribution and interconnection services to Purchaser at the Premises;
- (p) **"Due Date"** has the meaning set forth in Section 7.4;
- (q) **"Effective Date"** has the meaning set forth in Section 2;
- (r) **"Estimated Remaining Payments"** means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by the Power Producer in accordance with Section 7.1;
- (s) **"Expiration Date"** means the date on which the Agreement terminates by reason of expiration of the Term;
- (t) **"Financing Party"** means, as applicable (i) any Person (or its agent) from whom the Power Producer (or an Affiliate of the Power Producer) leases the System, or (ii) any Person (or its agent) who has made or will make a loan to or otherwise provide financing to the Power Producer (or an Affiliate of the Power Producer) with respect to the System;
- (u) **"Force Majeure Event"** has the meaning set forth in Section 11.1;
- (v) **"Governmental Approval"** means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and/ or for sale and purchase of Solar Power of the Project pursuant to this Agreement
- (w) **"Governmental Authority"** means any central, state, regional, district, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government;
- (x) **"Indemnified Persons"** means the Purchaser Indemnified Parties or the Power Producer Indemnified Parties, as the context requires;
- (y) **"Insolvency Event"** means with respect to a Party, that either:

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Gauhati University

  
Superintending Engineer  
Gauhati University

For M/S Ojas Energy Pvt. Ltd.

  
Director



- (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary proceeding under any insolvency or bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or
- (ii) It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains creditworthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to perform them;
- (z) **"Installation Work"** means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for the Power Producer at the Premises;
- (aa) **"Invoice Date"** has the meaning set forth in Section 7.2;
- (bb) **"Lender"** means such bank, or other financial institution, including their successors and assignees, who have agreed to provide the Power Producer with debt financing of the Project
- (cc) **"Losses"** means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation);
- (dd) **"Main Metering System"** means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery Point for measuring and recording the delivery and receipt of energy;
- (ee) **"Metering Date"** means the first Business Day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date
- (ff) **"Party"** or **"Parties"** has the meaning set forth in the preamble to this Agreement;
- (gg) **"Performance Ratio"**
- (hh) **"Person"** means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority;
- (ii) **"Power Producer Default"** has the meaning set forth in Section 12.1(a);
- (ii) **"Power Producer Indemnified Parties"** has the meaning set forth in Section 17.2;
- (kk) **"Premises"** means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in Schedule 1 to this Agreement;
- (ll) **"Purchase Date"** means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2;
- (mm) **"Purchase Price"** means the fee payable by Purchaser to the Power Producer under the circumstances described in Section 3.2, Section 5.3(a) or Section 12.2 (b);
- (nn) **"Purchaser Default"** has the meaning set forth in Section 12.2(a);
- (oo) **"Purchaser Indemnified Parties"** has the meaning set forth in Section 17.1;
- (pp) **"Representative"** has the meaning set forth in Section 16.1;

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Gauhati University

For M/S Ojas Energy Pvt. Ltd.

Director

- (qq) "Scheduled Completion Date" has the meaning set forth in Section 4.1(g);
- (rr) "Security Interest" has the meaning set forth in Section 9.2;
- (ss) "Selectee" means a new company (i) proposed by the Lenders pursuant to Section 12.1 read with Schedule VI hereof and approved by the Purchaser (ii) or proposed by the Purchaser in accordance with Schedule VI hereof and approved by the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in accordance with the terms and conditions contained in the said Schedule.
- (tt) "Solar Power" means the supply of electrical energy output from the System;
- (uu) "Solar Power Payment" has the meaning set forth in Section 7.1;
- (vv) "System/Plant" includes the integrated assembly of photovoltaic panels, mounting assemblies, inverters; converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work;
- (ww) "System Operations" means the Power Producer's operation, maintenance and repair of the System performed in accordance the requirements herein;
- (xx) "Tariff" means the price per kWh set forth in Schedule II hereto;
- (yy) "Term" has the meaning set forth in Section 3.1;
- (zz) "Transfer Time" has the meaning set forth in Section 5.3(a).

## 1.2 Interpretation

- (a) Unless otherwise stated, all references made in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, Clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.
- (b) In this Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa; (ii) the words "include", "includes", and "including" mean include, includes, and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

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## 2. Effective Date

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

## 3. Term and Termination

### 1.1 Term

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

  
Superintending Engineer  
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For M/S Gas Energy Pvt. Ltd.

  
Director



## 1.2 Purchase Option

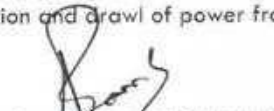
So long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase Price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall, not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power Producer of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable Purchase Price to the Power Producer on the Purchase Date, such payment to be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens, and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price, in each case as described in the preceding sentence, the Agreement shall terminate automatically and the Purchaser shall become the owner of the System. Upon such termination, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties

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

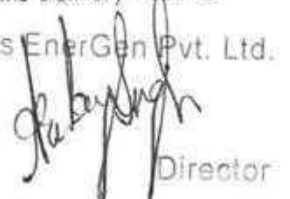
### 4.1 Installation work

- (a) The Power Producer will cause the Project Design, Engineering, Supply, Storage Civil work, Erection, Testing & Commissioning of the 500 kWp rooftop solar PV project including Operation and Comprehensive Maintenance (O&M) of the project for a period of 25 years after commissioning of projects in accordance with Contract - of GU and the site wise details attached as Schedule I hereto. The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.
- (b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.
- (c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity of approximately 500 kWp.
- (d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.
- (e) Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) water proofing of roof to be disturbed (c) carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Plant during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good / rectified by the Power Producer at their cost.
- (f) The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). If the Purchaser has any objection/ recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) days of the date of submission of the Shop Drawings. Any delay will extend the effective date and such approval shall not be unreasonably withheld.
- (g) Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project / Commissioning of the Project within 9 Months from the Effective Date ("Scheduled Completion Date") Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and draw of power from System.

  
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Superintending Engineer  
Gauhati University

For M/S Ojas EnerGen Pvt. Ltd.

  
Director

- (h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchasers Default), the Power Producer or its contractor shall pay to GU genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the RFS appended as Schedule 7 to this Agreement.
- (i) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.
- (ii) Power Producer shall fulfill all obligations undertaken by it under this Agreement

#### 4.2 Approvals and Permits

Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto.

#### 4.3 System Acceptance Testing

- (a) The Power Producer shall give 15 days advance notice to conduct the testing of the Plant and in the presence of Purchaser's designated representative & official of DISCOM conduct testing of the SPV Plant in accordance with procedure as approved by DISCOM.
- (b) If the results of such testing indicate that the System is capable of generating electrical energy (\*\*KWp) for 4.5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send a written notice to Purchaser to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "Commercial Operation Date."

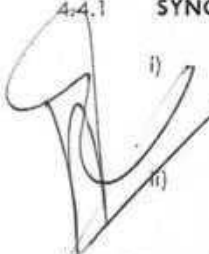
#### 4.4 SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

##### 4.4.1 SYNCHRONISATION


- i) The Power Producer shall give APDCL and Procurer at least Thirty (30) Days advanced preliminary written notice and at least Fifteen (15) Days advanced final written notice, of the date on which it intends to synchronize the Project
- ii) The Project shall be synchronized by the concerned official of APDCL when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid and compliance the grid interconnection procedure approved by APDCL. Prior to synchronization of the Project, the Power Producer shall be required to get the Project certified for the requisite acceptance/ performance test from the concerned officials of APDCL
- iii) The synchronization equipment shall be installed by the Power Producer at its generation facility of the Project at its own cost. The concerned officials of APDCL shall synchronize the Solar Rooftop PV system with the utility system only after the approval of synchronization scheme is granted by the concerned APDCL and checking/verification is made by the concerned authorities of the APDCL

##### 4.4.2 Completion, Commissioning and Commercial Operation

- i) When the Power Producer fulfils his obligation under the PPA, it shall obtain completion certificate from GU

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 Gauhati University

  
 Supervising Engineer  
 Gauhati University

For M/s. G. S. Energy Pvt. Ltd.  
  
 Director



ii) For the purpose of obtaining Completion certificate following documents shall be required:

- Commissioning & Synchronization Certificate issued by APDCL for the respective Project capacity against each installed location (i.e., full PPA capacity).
- CEIG Approval for the PPA Capacity, if applicable

(In compliance with section 162 of Electricity Act, 2003 installation of Grid Connected RE System up to 100 kW capacity is exempt from Chief Electrical Inspector to Government (CEIG) approval, Further, Grid Connected RE System up to 500 kVA capacity as per MOP notification no 1204, May 2016 would be exempt from obtaining approval from Chief Electrical Inspector to Government (CEIG))

4.4.3 Part Commissioning of the Project shall not be allowed

4.4.4 The Power Producer expressly agrees that all costs incurred by it in synchronizing, connecting, Commissioning and/ or Testing a Project shall be solely and completely to its account and Procurer's liability shall not exceed the amount of the Tariff payable for such power output or as per relevant Law applicable at the time

## 5. System Operations

### 5.1 The Power Producer as Owner and Operator

The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense; provided, that any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed in full by Purchaser

Power Producer shall not be responsible for any work done by others on any part of the System/Project authorized by the Purchaser and not authorized in advance by the Power Producer in writing. Power Producer shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by Purchaser or anyone instructed to do such work by Purchaser. In the event of a problem with the System, as a result of the Purchaser's actions, for which Power Producer is not responsible as provided in this Agreement, Purchaser may choose and pay Power Producer for diagnosing and correcting the problem at Power Producer or Power Producer's contractors' standard rates and charges then in effect

5.2 Metering  
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Gauhati University

- (a) Metering and grid connectivity; if required; would be the responsibility of the Power Producer in accordance with the prevailing guidelines of the APDCL and / or CEA and Assam Electricity Regulatory Commission Grid Interactive Solar PV Systems Regulations, 2015 and their amendments/ substitutions. Gauhati University will facilitate in the grid interconnection and synchronization process; however, the entire responsibility towards such arrangements lies with Power Producer only.
- (b) The Power Producer shall pay cost of testing and installation of the Metering System for the measurement of electricity produced by the Solar PV System; further the cost of EXIM meter will be paid to APDCL by the Power Procurer along with work completion report and installation of EXIM meter will be done by APDCL at the time of synchronization.
- (c) The accuracy class, current rating and certifications of the EXIM meter and solar generation meter shall confirm with the standards for EXIM meter and standards for generation meter as provided in Assam Electricity Regulatory Commission Grid Interactive Solar PV Systems Regulations, 2015 and any subsequent amendments or the prevailing guidelines of APDCL.

  
Superintending Engineer  
Gauhati University

For M/S Ojas Ener Gen Pvt. Ltd.  
  
Director

- (d) The Metering System shall have such inbuilt provisions that it senses grid availability and when grid is not available, it's Isolates Project from the grid
- (e) The meter will be read by Power Producer's personnel on the Metering date, on monthly basis. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.
- (f) The Metering System at the Delivery Point(s) and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer. Meter(s) testing before installation at site of power producer shall as per AERC Grid Interactive Solar PV Systems Regulation, 2015 and subsequent amendments, and meter(s) should be properly sealed in the presence of designated authority from APDCL at the time of installation. In case seal is broken Power Producer \ Procurer will immediately inform APDCL
- (g) The Power Producer shall, install a check meter, at its cost, to verify the measurements of the Main Metering System as per the applicable regulatory provision notified by Assam Electricity Regulatory Commission.
- (h) The risk and title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.
- (i) The power producer shall obtain the EXIM (Export Import) metering from DSICOM for this plants installed. The Joint Meter Reading (JMR) will be done after the receipt of EXIM metering permission.

### 5.3 System Disruptions

#### (a) Unavailability of Premises

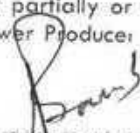
If, for reasons other than the Power Producer's breach of its obligations herein, the Power Producer ceases to have access rights to the Premises as necessary to operate and maintain the System prior to the Expiration Date, then the Power Producer shall be entitled to terminate the Agreement. Purchaser shall pay the Purchase Price to the Power Producer

#### (b) Roof Repair and other System Disruptions

In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, and such events attributable to Purchaser except Force Majeure, then, in either case, Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and (ii) continue to make all payments for the Solar Power during such period of System disruption (for continuous 24 generating hrs.) (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the preceding twelve (12) months or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation. ("Deemed Generation"). Power producer shall inform about the disruption or outage in System production, for reasons attributable to Purchaser in writing with date and time of such occurrence, and purchaser's liability shall start from the date of intimation of disruption or outage in system production, on account of purchaser.

In the event that the Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Solar Power Plant and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation

  
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for loss in generation due to such shading supported by the relevant data, which shall be approved by Purchaser within one month of submission failing which the Power Producer shall claim provisional deemed generation till the issue is finally settled.

The developer is responsible for the waterproofing of the roof disturbed/pierced for installation of Rooftop solar Power System for the Whole O&M period (25 Years). To ensure the water proofing a third party inspection jointly with power producer and power purchaser will be conducted annually. The developer should immediately take necessary action to repair any damage to the water proofing. GU may impose suitable penalty for the delay caused to resolve the issue.

## 6. Delivery of Solar Power

### 6.1 Purchase Requirement

Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the Power Producer is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply. Moreover, if any part of the capacity of the Solar Power Plant is unable to operate at full capacity due to non-availability of load, Deemed Generation shall also apply subjected to furnishing of documentary evidence in support of the same.

### 6.2 Estimated Annual Production

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

If power producer is not able meet **CUF of minimum 14% in any year** subject to acceptance degradation in modules as per tender penalty for lower performance shall be levied as per relevant tender clause of RFS. If Power Producer does not pay the penalty, the performance bank guarantee is liable to be forfeited as per the relevant clause of RFS

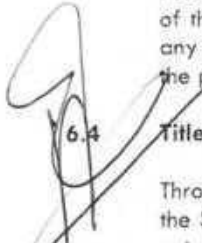
### 6.3 Suspension of Delivery

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

### 6.4 Title to the System

Throughout the duration of the Agreement, the Power Producer shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of the Power Producer and shall not attach to or be deemed a part of, or fixture to, the Premises.

Purchaser covenants that it will use its best efforts to place all parties having an interest in or lien or encumbrance upon the real property comprising the Premises on notice of the ownership of the System and the legal status the System as the personal property of the Power Producer. If there is any mortgage or other security interest created or granted upon the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall procure, at the Power Producer's request, a release from such lien holders

  
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## 7. Tariff and Payment

### 7.1 Consideration

Purchaser shall pay to the Power Producer a monthly payment (the "**Solar Power Payment**") for the Solar Power generated by the System as per the Metering clause 5.2 above during each calendar month of the Term equal to the product of the Actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and/or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility

The Power Producer will bill the Purchaser for each kWh metered as above at the Delivery Point, at the discovered Tariff

### 7.2 Invoice

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

### 7.3 The Invoice to the Purchaser shall include:

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

### 7.4 Time of Payment

Purchaser shall pay all amounts due hereunder within Thirty (30) days after the date of the receipt of the invoice in Purchaser's office ("**Due Date**").

### 7.5 Method of Payment

Purchaser shall make all payments under the Agreement by cheque 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 the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment, duties or other charges and not subject to reduction, set-off, or adjustment of any kind. If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificate as per law.

### 7.6 Late Payment

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

### 7.7 Disputed Payments

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

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Power Producer. If the dispute is still not resolved by the next following Invoice it shall be referred to Arbitration.

## 7.8 Payment Security Mechanism

- 7.8.1 Procurer shall provide to the Power Producer, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("**Letter of Credit**"), opened and maintained which may be drawn upon by the Power Producer in accordance with this Article
- 7.8.2 Not later than one (1) Month before the SCOD, including the extension granted, if any, Procurer through a scheduled bank at Guwahati open a Letter of Credit in favour of the Power Producer, to be made operative from a date prior to the Due Date of its first Monthly Bill under this PPA
- 7.8.3 The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount
- "For the first Operational Year, equal to one hundred twenty percent (120%) of the estimated average monthly billing".**
  - For each subsequent Operational Year, equal to one hundred and twenty percent (120%) of the average of the monthly billing of the previous Operational Year
- 7.8.4 Provided that the Power Producer shall not draw upon such Letter of Credit prior to the end of 30<sup>th</sup> Day from the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawal in a Month
- 7.8.5 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 7.8.3 due to any reason whatsoever, Procurer shall restore such shortfall within seven (7) Business Days
- 7.8.6 Procurer shall cause the scheduled bank issuing the Letter of Credit to intimate the Power Producer, in writing regarding establishing of such Irrevocable Letter of Credit
- 7.8.7 Procurer shall ensure that the Letter of Credit shall be renewed not later than thirty (30) Business Days prior to its expiry
- 7.8.8 All costs relating to opening, maintenance of the Letter of Credit shall be borne by Procurer
- 7.8.9 If Procurer fails to pay a Monthly Bill or Supplementary Bill or part thereof within and including the 30<sup>th</sup> day from the Due Date, then, the Power Producer may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from Procurer, an amount equal to the shortfall of the payment made towards such Monthly Bill or Supplementary Bill or part thereof, if applicable, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- a copy of the Monthly Bill or Supplementary Bill which has remained unpaid to Power Producer and;
  - a certificate from the Power Producer to the effect that the bill at item a) above, or specified part thereof, is in accordance with the PPA and has remained unpaid beyond the Due Date.

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## 7.9 Changes in Law

- For the purpose of this Section 7.9, the term "Change in law" shall mean the occurrence of any of the following events after the Effective Date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer:
  - the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law; or

  
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- (ii) a change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or
- (iii) the imposition of a requirement for obtaining any Government Approvals which was not required earlier; or
- (iv) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for obtaining such Government Approvals; or
- (v) any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.
- (vi) However change in the rate of any existing tax will not be considered a change in law. Any risk of change of tax rate whatsoever related to the work lies with the power producer.
- (vii) Any benefit arising due to change in above para (i) to (vi) shall be passed on to the purchaser.

But shall not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

- (b) Application and Principles for computing impact of Change in Law While determining the consequence of Change in Law under this Article 7.9, the Parties shall have due regard to the principle that the purpose of compensating the Party affected by such Change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.9, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided.

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

- (i) The date of adoption, promulgation, amendment, re-enactment or repeal of the Law or Change in Law; or
- (ii) The date of order/judgment of the competent court or tribunal or Governmental Authority, if the Change in Law is on account of a change in interpretation of 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 (a) promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (b) immediately notify Purchaser once it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.
- (b) **System Condition:** The Power Producer shall take all actions reasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate. Subject to there being no Purchaser Default, the Power Producer shall provide 24X7 onsite / offsite monitoring and maintenance of the System throughout the period of this agreement at no additional cost

  
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- (c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.
- (d) **Governmental/DISCOM Approvals:** While providing the Installation Work, Solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental / DISCOM Approvals required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations.
- (e) The interconnection of the rooftop solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulations as may be notified by the competent authority / DISCOM. The interconnection of the rooftop solar system shall be as per the contracted load and/or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.
- (f) **Health and Safety:** The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Power, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

## 8.2 Power Producer's Representatives

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

Name:

Telephone:

E-mail:

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

Name: Girish Maurya- Project Manager

Telephone: +91 7017252380

E-mail: info@ojas-group.com

## 8.3

### Purchaser's Covenants

Purchaser covenants and agrees to the following:

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

Not Used.

- (c) **Consents and Approvals:** Purchaser shall ensure that any authorizations required of Purchaser under this Agreement, including those required for installation of System at the Premises and to draw/consume Solar Power, are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates or other financial incentives.
- (d) **Access to Premises, Grant of License:** Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use and occupy portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees, agents, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring with the consent and approval of the Purchaser's authorized representative identified by the Purchaser

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- (e) **Security:** Purchaser shall be responsible for maintaining the physical security of the Premises. **Security and Insurance of Rooftop solar PV System and all of its components have to be maintained by Power Producer.** Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- (f) Not use
- (g) **Temporary storage space during installation or removal:** Purchaser shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.
- (h) **Sunlight Easements:** Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System, including but not limited to such actions as may be reasonably necessary to obtain a solar access easement for such purpose.
- (i) **Evaluation –** Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the Due Date and pay interest on delayed payments, if any, as per this Agreement.
- (j) **Water –** Power Producer shall arrange water, as per the requirements of the Power Producer, for periodic cleaning of the solar panels. The Raw Water connection point may be provided by GU at site as available Power Producer obtains water by providing and laying pipes etc, from nearest water connection point made available.
- (k) **Auxiliary Power –** The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its System, if available and possible, at the rate it is paying to the DISCOM.

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## 9. Representations & Warranties

### 9.1 Representations and Warranties Relating to Agreement Validity

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

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

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## 9.2 Representations Regarding Security Interest

Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. Alternatively, the Power Producer may assign all its rights and liabilities w.r.to system under this Agreement to a Financing Party under intimation to the Purchaser, such that the Financing Party becomes the owner of the System. In connection therewith, Purchaser represents and warrants as follows:

- (a) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to the Power Producer's Financing Party's Security Interest therein.
- (b) Purchaser shall extend all co-operation necessary to the extent required to enable the Power Producer to assign its rights and liabilities to a Financing Party, in the event the Power Producer chooses to do so.

## 10. Taxes and Duties

- 10.1 The Power Producer shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/levied on the Power Producer, contractors or their employees, which are required to be paid by the Power Producer as per the Law in relation to the execution of the PPA or/ and RFS and for generation/ supply/ sale of solar energy as per the terms of this PPA or/ and RFS.
- 10.2 Procurer shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the Power Producer by Procurer on behalf of Power Producer
- 10.3 The financial bid should include all taxes and duties etc., if any. Power Producer shall be entirely responsible for all taxes, duties, license fees, etc. However, if any new change in tax/duty and cess is effected in the period after the Financial Bid Submission Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer as determined by the Competent Authority

## 11. Force Majeure

### 11.1 Definition

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

### 11.2 Excused Performance

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

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

If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the Power Producer. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination), and the provisions of Section 3.2 (Purchase Option) shall be inapplicable.

## 12. Default

### 12.1 Power Producer Defaults and Purchaser Remedies

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

- (i) An Insolvency Event shall have occurred with respect to the Power Producer;
- (ii) Failure to achieve Commissioning of the System within one (1) year of the Effective Date; and
- (iii) The Power Producer breaches any material term of the Agreement and (A) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the Power Producer fails to cure the same, or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

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

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



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- (ii) Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Lenders shall have the right to seek substitution of the Power Producer by a Selectee for the residual period of this Agreement for the purpose of performing the obligations of the Power Producer. Such substitution of the Power Producer by a Selectee shall be as per the procedure prescribed in Schedule VI to this Agreement and prior approval of GU. Selectee as aforesaid shall have the required qualification and experience as prescribed under this Contract

- (iii) In the event the Lender's total debt obligations have been completely satisfied at the time of issue of Purchaser's Preliminary Default Notice and upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Purchaser may terminate this Agreement by serving a fifteen (15) days notice to the Power Producer ("Purchaser Termination Notice").

- (iv) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power Producer's Default having regard to all the circumstances. If the Power Producer Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.



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(v) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice toward compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two (2) years following the termination, considered on normative capacity utilization factor.

(vi) Save as otherwise provided in this agreement, Power Producer will be responsible for all liabilities and obligations (including contingent liabilities) in connection with the ownership, operation, maintenance or repair of the facility and the site prior to the termination of this agreement. Purchaser shall be responsible for all liabilities and obligations (including contingent liabilities) in respect of the same arising after the termination of this agreement save to the extent that these liabilities and obligations were caused by or attributable to a breach of power producer's obligations under this agreement prior to the date of termination of this agreement.



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Power producer shall use its reasonable endeavors to mitigate the amount of the costs and expenses relating to liabilities and obligations (including contingent liabilities) in connection with the ownership, operation, maintenance or repair of the facility and the site and incurred between the termination date and the date on which transfer of the facility and the site to purchaser occurs.

In the event that purchaser is required to settle any of these liabilities or perform obligations with respect to the period prior to termination of this agreement which are necessary in order to comply with prudent utility practice in order to continue to operate the facility and in connections with the site, any cost or expense reasonably incurred in connection therewith shall be subtracted from the Termination amount. If the Power Producer fails to remove the System from the Premises within one month from the date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit

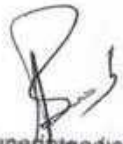
(vii) The Power Purchaser may exercise any other remedy it may have at law or equity or under the agreement.

## 12.2 Purchaser Defaults and Power Producer's Remedies

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

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

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

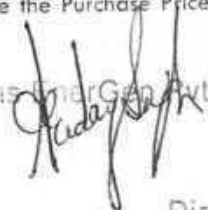


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(iii) Purchaser fails to pay the Power Producer any undisputed amount or, if the amount is disputed, an amount based on average consumption of last three consecutive undisputed invoices to the Power Producer under Section 7.7 of this Agreement within sixty (60) days from receipt or notice from the Power Producer of such past due amount.

(b) **Power Producer's Remedies:** If a Purchaser Default described in Sections 12.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a Sixty (60) days notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price specified in

For M/S Ojas Energy Pvt. Ltd.



Director

Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser; and (B) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

(c) Not used

### 13. Limitations of Liability

- 13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.
- 13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with the performance of the Agreement shall be under the complete control of the Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser. Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.
- 13.3 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser.

### 14. Assignment

#### 14.1 Assignment by Power Producer

(a) This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. The Power Producer may sell, transfer or assign (collectively, an "Assignment") the System and/or the Agreement or any interest therein, to any person including to the Power Producer's Financing Party as collateral security in connection with any financing of the System, provided that such person agrees in writing to be bound by the terms of this Agreement. The Power Producer shall obtain prior approval of the Purchaser of any Assignment pursuant to this clause. Such person as aforesaid must have the required qualification and experience as prescribed under this Contract.

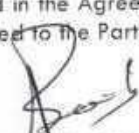
(b) In the event of an Assignment, the Power Producer shall offer its O&M services to the assignee and the Parties may enter into an O&M Agreement in this regard.

#### 14.2 Assignment by Purchaser

Purchaser may assign the Agreement or any interest therein to any Person provided that such Person agrees in writing to be bound by the terms of this Agreement, without the Power Producer's prior written consent. The Purchaser shall provide prior intimation to the Power Producer of any Assignment pursuant to this clause.

#### 14.3 Notices

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

  
Superintending Engineer  
Gauhati University

For M/S Ojas EnerGen Pvt. Ltd.

  
Director



Power Producer's address and contact details:

**M/S OJAS ENERGEN PRIVATE LIMITED**

Sector 3, Channi Himmat Jammu and Kashmir, 180015 (Lead Member) Consortium with M/s HYGRID Solar,  
312, Pearls Best Height -1 Netaji Subash Place Delhi 110034 (Other Member) Email:  
[ojasenergen@gmail.com](mailto:ojasenergen@gmail.com); M. No: 8447755230

Purchaser's address and contact details:

Superintending Engineer  
Gauhati University  
Guwahati-14

#### 14.4 Notice

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

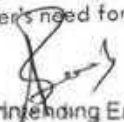
#### 15. Confidentiality

##### 15.1 Confidentiality Obligation

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

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

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

  
Superintending Engineer  
Gauhati University

For M/S Ojas EnerGen Pvt. Ltd.

  
Director

## 16. Indemnity

### 16.1 Power Producer's Indemnity

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

### 16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall 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 out of any claim for or arising out of any injury to or death of any Person or loss or damage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Power Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

16.3 The both the parties hereby indemnify each other against any loss, damage or liabilities (including attorney's fees) arising as a result of any act of omission or commission on either party's part or on part of their personnel or in respect of nonobservance of any statutory requirements or legal dues of any nature which relates to this agreement.

## 17. Miscellaneous

### 17.1 Amendments

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

### 17.2 Goodwill and Publicity

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

### 17.3 Industry Standards

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

  
Superintending Engineer  
Gauhati University

For M/S Ojas Energy Pvt. Ltd.

  
Director



#### 17.4 Cumulative Remedies

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

#### 17.5 Sovereign Immunity

To the extent permitted by Applicable Law, Purchaser hereby waives any defense of sovereign immunity that Purchaser might otherwise have in connection with any action taken by the Power Producer to enforce its rights against Purchaser under this Agreement.

#### 17.6 No Waiver

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

#### 17.7 Survival

The obligations under Sections 3.2 (*Purchase Option*), Section 8.1(d) (*Power Producer Covenant*), Sections 8.2(d), (e), (f) and (g) (*Purchaser Covenants*), Section 9.3 (*Exclusion of Warranties*), Section 9 (*Taxes and Governmental Fees*), Section 12 (*Limitation of Liability*), Section 15 (*Notices*), Section 16 (*Confidentiality*), Section 18 (*Miscellaneous*), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

#### 17.8 Governing Law & Jurisdiction

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

(b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

(c) All Disputes relating to this Agreement or any issue whether arising during or after the completion thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a sole conciliator appointed/nominated by SE /Civil Engineer/Director of Purchaser on receipt of such requests from either party. The conciliator shall make the settlement agreement after the Parties reach agreement and shall give an authenticated copy thereof to each of the Parties.

(d) The settlement agreement shall be final and binding on the Parties. The settlement agreement shall have the same status and effect of an arbitration award. The views expressed or the suggestions made or the admissions made by either Party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

(e) Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.


#### (f) "Arbitration Procedure:

(i) If the efforts, to resolve all or any of the Disputes through conciliation fail, then such disputes shall be referred to a sole arbitrator. For this purpose, Purchaser will make out a panel of engineers with the requisite qualification and professional experience relevant to the field to which the Agreement relates. This panel will be from among serving or retired government employees or of

  
Registrar  
Gauhati University

  
Superintending Engineer  
Gauhati University

For M/S Oras Ener Gen Pvt. Ltd.

  
Director

public sector. Power Producer shall choose the sole arbitrator from the panel of three and/or one arbitrator from the panel of five in case three arbitrators are to be appointed. The Purchaser shall also choose one arbitrator from this panel of five and the two so chosen will choose the third arbitrator from the panel only. The arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/ demand of appointment of arbitrator from either Party.

(ii) The venue of such arbitration shall be Gauhati University, Guwahati. The arbitral award shall be binding on both Parties. The cost of arbitration shall be equally shared by both Parties.

(iii) The sole arbitrator or the Arbitral Tribunal shall give his award within 12 months from the date of his entering on the reference or within extended time, as the parties may consent for the same, as the case may be on all the matters referred to him and shall indicate his/their finding, along with sum awarded, separately on each individual item of dispute.

In case the matter is referred to arbitral tribunal for adjudication and the views of two arbitrators differs on the issue then view of presiding arbitrator shall prevail.

Registrar  
Gauhati University

The demand of arbitration shall specify the matters which are in question or subject of the dispute or differences as also the amount of claim item wise, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference. The arbitration proceedings shall be governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time including provisions in force at the time the reference is made.

(g) During the dispute resolution period, both the Parties shall continue to perform their respective obligations as per provisions of the Agreement.

(h) This Section 18 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

#### 17.9 Severability

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

#### 17.10 Successors and Assigns

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


#### 17.11 Counterparts

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

#### 17.12 Independent Service Provider

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

  
Supervising Engineer  
Gauhati University

For M/S Ojas Enr Gen Pvt. Ltd.  
  
Director



**17.13 Non-Exclusive Agreement**

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

**17.14 Insurance**

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

**17.15 Transfer of Premises**

- (a) In the event the Purchaser transfers the Premises or the building housing the System, it shall give at least 90 days prior notice to the Power Producer and will ensure that this Agreement is transferred /novated to transferee, without any interruption in payments. The Purchaser shall also ensure that a clause to this effect, to the satisfaction of the Power Producer, is incorporated in the transfer documents between itself and the transferee. The Purchaser shall not transfer the Premises if the transferee fails to accept the terms and conditions of this Agreement for the remainder of the Term.

**17.16 Entire Agreement**

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

- 17.17 Annual accounts reconciliation shall be conducted annually between the power producer and purchaser. The power producer shall maintain proper records relating to the plant and submit all such documents to the purchaser in case of effectuation of clause no 3.2.

- 17.18 Where provision is made for the giving of any notice, certificate, determination, consent or approval by any person that notice, certificate, determination, consent or approval shall be in writing, and the words "notifies", "certifies", "determined", "consent" or "approved" shall be construed accordingly.

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

<p><b>FOR AND ON BEHALF OF PURCHASER</b></p> <p><i>[Signature]</i> Registrar Gauhati University</p> <p><i>[Signature]</i> Registrar Gauhati University</p> <p><i>[Signature]</i> Superintending Engineer Gauhati University</p> <p><i>[Signature]</i> Superintending Engineer Gauhati University</p> <p><b>WITNESSES</b></p> <p>1. <i>[Signature]</i> ( ) D. Kalita (AUE(E)).</p> <p>2. _____ ( )</p>	<p><b>FOR AND ON BEHALF OF POWER PRODUCER</b></p> <p>For M/S <i>[Signature]</i> Pvt. Ltd. Authorized Signatory</p> <p><i>[Signature]</i> Director</p> <p><b>WITNESSES</b></p> <p>1. <i>[Signature]</i> ( )</p> <p>2. _____ ( )</p>
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S/WC  
10  
O/C

Ref. No. E/20/Work/SE/2019/2641

Date: 28/12/19

To,

M/s OJAS ENERGEN PRIVATE LIMITED; 6-P  
Sector 3, Channi Himmat Jammu and Kashmir, 180015 (Lead Member)  
Consortium with M/s HYGRID Solar, 312, Pearls Best Height - 1  
Netaji Subash Place Delhi 110034 (Other Member)  
Email: [ojasenergen@gmail.com](mailto:ojasenergen@gmail.com);  
M. No: 9213859822

Sub: Letter of Award (LOA) for "Design, Supply, Erection, Testing, Commissioning and Operation and Maintenance for 25 years of 500 kW Grid Connected Rooftop Solar PV Plants to be installed at different academic buildings of Gauhati University, Assam under RESCO Model".

Dear Sir,

With reference to the above subject, we are pleased to issue this Letter of Award (LOA) to you for the following works as Turnkey Contractor for execution as per rates, specifications, terms and conditions and references stipulated below-

1.0 REFERENCE:

This has reference to the following:-

- 1.1 NIT No. T/2019-20/97 Dated 26th June 2019 (With subsequent amendments on 13.07.2019)
- 1.2 First envelope of your Bid submitted for the tender under the NIT No. T/2019-20/97 Dated 26th June 2019 was opened on 21/08/2019
- 1.3 Financial bid opened on 31/11/2019
- 1.4 Gauhati University Construction Committee Resolution CC-5/2019/004(A)/iii dated 03.12.19 & V.C.'s Approval dated 17.12.19
- 1.5 Comparative Statement No. 230/2019-20

2.0 AWARD OF CONTRACT AND ITS SCOPE

- 2.1 We confirm having accepted your bid read in conjunction with all the specifications, terms & conditions of the Bidding Documents, followed by quoted tariff and award on you to 'Design, Supply, Engineering, Storage, Civil work, Erection, Testing & Commissioning of 500 kW aggregate capacities of Grid connected Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years in different academic buildings of Gauhati University' (also referred to as the 'Power Producer') as detailed in the documents referred hereinabove.

The scope of work *inter-alia* includes the following:

The scope of work includes

- ✓ site survey, planning, design, engineering, assembly manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning including performance testing in respect of all equipment supplied and any other services specified in the Contract Documents including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years.
- ✓ feasibility of installation in identified buildings, Obtaining No Objection Certificate (NOC)" from concerned sub-division of APDCL for grid connectivity, execution of PPA with GU (in the prescribed format attached herewith the RFS document) etc.
- ✓ all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the execution of work, unless otherwise specifically excluded in the Bidding Documents or in this LOA.



### 3.0 PPA TARIFF

- 3.1 The PPA Tariff of Rs. 4.45 /kWh shall include all the costs related to above Scope of Work. The PPA tariff of Rs. 4.45 /kWh covers all the obligations mentioned in the Bidding Documents in respect of Design, Engineering, Supply, Storage, Civil work, Erection, Testing & Commissioning of 500 kW aggregate capacities of Grid Connected Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years in different academic buildings of GU., goods and services including spares required if any during O&M period.
- 3.2 The PPA tariff shall be inclusive of all duties and taxes, insurance etc
- 3.3 The PPA tariff shall also include operation & maintenance of Rooftop Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 25 years.

### 4.0 INSURANCE:

- 4.1 You will be entirely responsible and take an Insurance Policy for transit-cum storage- cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period
- 4.2 You shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract including O&M period covering structural damages & fire hazard. Before commencement of the work, you will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of you

### 5.0 TAXES & DUTIES:

- 5.1 You will be entirely responsible for payment of all taxes, duties, license fees and other such levies legally payable/incurred until completion of the contract. If it is statutory requirement to make deductions towards such taxes and duties or any other applicable taxes and duties, the same shall be made by GU and a certificate for the same shall be issued to you.
- 5.2 For the purpose of the Contract, The PPA tariff of Rs. 4.45/kWh as quoted by you shall be deemed to have included all the duties and taxes as per the rates statutorily applicable on the date of submission of tenders irrespective of tax rates factored in by you.
- 5.3 However, if any new change in tax/duty and cess is effected in the contract period and any time during the period of Agreement, the same will be passed on by you to the Procurer as determined by the Competent Authority

### 6.0 PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE (PBG):

- 6.1 Within 15 days from the date of issue of this Letter of Award (LOA), You shall furnish an unconditional and irrevocable Bank Guarantee from a nationalized bank or scheduled commercial bank of RBI, the acceptability as per the format attached as **Annexure - I**, in favour of **THE REGISTRAR, GAUHATI UNIVERSITY "payable at Guwahati**, for an amount of ₹ 1325000/- (**Rupees Thirteen Lakh Twenty Five Thousand only**), towards Performance Bank Guarantee (PBG). The said bank guarantee shall be valid upto 12 months + 45 days from the date of issuance of this LOA.
- 6.2 The PBG shall be forfeited as follows:

- If the Power Producer is not able to commission the projects to the satisfaction of GU/APDCL, for which letter of award has been issued
- If power producer is not able to pay penalty on account of not meeting CUF of minimum 13% in any year subject to acceptable degradation in modules as per tender
- Termination of Power Purchase agreement due to Power Producer's default

### 7.0 SIGNING OF POWER PURCHASE AGREEMENT:

You shall sign the Power Purchase Agreement (PPA) as per the Performa enclosed as **Annexure - II** within **15 (Thirty) days** from the date of issuance of this LOA along-with Performance Bank Guarantee (PBG) as mentioned in clause no. 6.1. The expenses of completing and stamping of the agreement shall be paid by you.



## 8.0 DETAILED SCOPE OF WORK FOR THE TURNKEY CONTRACTOR:

*It includes:*

- 8.1 You shall submit the required **PERT chart /Project Execution Plan** as per format enclosed as **Annexure – III** duly signed and mutually agreed upon within **30 (thirty) days** from the date of issuance of this LOA. Based on the above **agreed PERT/bar chart, you will submit** weekly reports to GU and shall indicate:
- 8.1.1 Percentage completion achieved compared with the planned percentage completion for each activity
- 8.1.2 Where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.
- 8.2 You are required to submit the **Guaranteed Technical Particulars (GTP)** of the various items strictly in the prescribed in **Annexure – IV** as per technical specification furnished in the RFS. You shall also submit the soft copy of the GTP, in excel file format.
- 8.3 You shall provide the documentary evidence in regards to packing and transportation of the material from manufacturer's works to the site. You shall acquire all permits, approvals and/or licenses that are necessary for the performance of the Contract.
- 8.4 You shall have the total responsibility for all equipment and materials in your custody/stores, loose, semi-assembled and/or erected by you at site. You shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.
- 8.5 You shall carryout the following activities before synchronization of the plant to the grid and same shall be a part of **approved PERT chart**.
- ✓ Submit application form to the online portal ([www.rodalee.com](http://www.rodalee.com)) of APDCL on behalf of GU
  - ✓ Submit application to APDCL through the online portal ([www.rodalee.com](http://www.rodalee.com)) for Vendor Registration in APDCL
  - ✓ Technical Feasibility will be carryout by Sub-Divisional Engineer (SDE) of the respective sub-division of APDCL
  - ✓ Getting NOC from Sub-Divisional Engineer (SDE) of the respective sub-division of APDCL
  - ✓ Submit work completion report to SDE of the respective sub-division of APDCL duly signed by you & competent authority of GU
  - ✓ SDE shall inspect the PV modules connections, earthing, isolating switches, functions of inverter, sealing of the energy meters, meter boxes, recording of readings, preparation of testing and commissioning reports.
  - ✓ The synchronization of the RTS plant shall be carried out by the concerned Sub-divisional Engineer along with T&C staff of APDCL.

### 8.6 List of Selected Academic Building of Gauhati University

Sl. No	Academic Building of Gauhati University	Approx. roof area available (sqm)	Approx. Capacity(kWp)
1	New Academic Build. (Near GU Market)	2900	300
2	Zoology & Bi-technology Building	800	80
3	Arts & Law Building including GUIST	1200	120

8.7 You shall submit single line diagram (SLD) of Solar Power Plant against each proposed location and same shall be approved by the competent authority of GU before execution of the work.

### 8.8 You shall submit following documents to GU as below to get go ahead for the project

- Submit an application to APDCL through the online portal ([www.rodalee.com](http://www.rodalee.com)) on behalf of GU. Copy of acknowledgement receipt is required
- Submit application to APDCL through the online portal ([www.rodalee.com](http://www.rodalee.com)) for Vendor Registration in APDCL. Copy of Vendor Registration Certificate issued by APDCL shall be required
- Copy of technical feasibility report against each proposed location issued by Sub-Divisional Engineer (SDE) of the respective sub-division of APDCL



8.9 Provide Technical Manual, User Manual and Operation and Maintenance (O&M) Manual of the plant to the GU in English and Assamese

8.10 Upon completion of the Work, you are to remove from the vicinity of the work all residues, building rubbish, unused materials, concrete forms and other like materials belonging to him or under his direction during construction to the satisfaction of GU and in the event of his failure to do so within 15 days from the date of commissioning. The cost on account of clean up shall be included in the quoted rate and no additional extra claim shall be entertained.

8.11 A sign board (min 4 ft x 3 ft) [standard caution and danger boards or labels] is to be installed as per as per Indian Electricity Rules, the AC distribution box near the solar grid inverter and the building distribution board to which the AC output of the solar PV system is connected shall be provided with a noncorrosive caution label. **You are submit documentary evidence / photographs in support of compliance.**

8.12 Any other items not specifically mentioned in the specification but which are required for erection, testing, commissioning and satisfactory operation of the entire scope of works are deemed to be included in the scope of work

#### 9.0 PERIOD OF COMPLETION:

The work should be completed in all respect within 12 months from the date of issue of this LOA. In case of delay beyond scheduled commissioning period, the bidder shall be liable for Liquidated Damages (LD) as per Clause 10 of this LOA.

#### 10.0 LIQUIDATED DAMAGES (LD) FOR DELAY IN PROJECT IMPLEMENTATION:

10.1 If you fails to execute the work and Commission the project within 12 months from the date of issue of this LOA, Liquidated Damages (LD) on per day basis calculated for the Performance Security on a 3 months period would be levied. **After 3 months the LOA will get cancelled and the total PBG amount would be forfeited.**

Example:

If project is delayed by 36 days then the Liquidated Damages (LD) will be levied as given below.  
Liquidated Damages (LD) = [(Performance Security)/90days\*delayed days].

10.2 You may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- a) Force Majeure
- b) Work held up for not being given possession of or access to the Site for a considerable period
- c) Instruction of the Competent Authority to suspend the Works and the Power Producer not being in default as to reasons of suspension
- d) Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same

#### 11.0 QUANTITY VARIATION:

11.1 GU reserves the right to increase/decrease the Bidder Allocated Capacity by up to twenty five percent (25%) for each station/site or any other site at the sole discretion of GU

11.2

11.3 In case capacity is enhanced by GU as per Clause 11.1 above, you shall submit the equivalent amount of PBG to GU within 30 days from the date of issue of allocation letter

#### 12.0 DRAWING:

12.1 Before commencement of work, you shall obtain approvals for all related drawings from the relevant and concerned building authorities of GU.

12.2 Installation of Solar Meter and EXIM Meter, if any with submission of drawings for grid interface for each individual power plant and get approved from APDCL prior to commencement of work on Site.

12.3 You shall submit following drawings and shall obtain approvals from the relevant and concerned building authorities & APDCL prior to commencement of work on Site:

- i) Single line diagram / circuit diagram of each plant
- ii) Grid Interconnection diagram showing solar meter, EXIM meters, and manual changeover switches etc.

12.4 The drawing submitted by you shall be reviewed by GU as far as practicable within 7 (seven) days and shall be modified by you if any modifications and/or corrections are required by GU in compliance with the Specifications. You shall incorporate such modifications and or corrections and submit the final drawings for approval within 2 (two) working days. Any delays arising out of failure by you to rectify the drawings in good time shall not alter the Contract completion date

12.5 Further work to be done by you shall be strictly in accordance with these drawings and no deviation shall be permitted without the written approval of GU, if so required

**13.0 TEST AND INSPECTION:**

13.1 You are required to give written notice to GU before 15 days for any material being ready for testing. Pre – dispatch inspection shall be performed on various materials at manufacturer’s work place. It shall be mandatory that such notice should reach GU within 20 days of placement of supply order. Such tests shall be on yours accounts except for the expenses of the inspector. If GU wants to inspect the material other than its works/ factory than the whole expenses of the inspector shall be borne by you. GU reserves the full rights, to waive off inspection of material.

13.2 You shall be required to get the entire lot of the ordered material inspected at one time, before the supply of the materials. In case you fail to get the entire lot inspected at one time, the total expenses of the further inspection will be borne by you.

13.3 Depending on requirement, inspection shall be witnessed by the representative of GU and you for the following equipment:

- ✓ Solar PV Panel
- ✓ PCU
- ✓ Mounting Structure
- ✓ Balance of Systems

13.4 You are to deliver the material at site within 30 days from the date of issuance of dispatch instructions. In case materials are not received within 30 days from the date of issuance of dispatch instruction, the dispatch instruction shall stand cancelled.

**14.0 OPERATION AND MAINTENANCE OF THE PLANT:**

You are to carryout operate & maintenance the Plant for a period of 25 years as per terms and conditions mentioned in the PPA.

**15.0 METERING AND GRID CONNECTIVITY**

15.1 EXIM metering and grid connectivity of the roof top solar PV system under this RFS would be the responsibility of you in accordance with the prevailing guidelines of the APDCL and/or CEA / Assam Solar Energy Policy, 2017/AERC. GU could facilitate connectivity; however the entire responsibility lies with you only.

**16.0 PLANT PERFORMANCE EVALUATION**

16.1 You shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 72% at the time of inspection for initial commissioning acceptance. Minimum CUF of 13.5% should be maintained for a period of 25 years. The Power Producer should send the periodic plant output details to GU for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions

**17.0 PENALTY ON LOWER PERFORMANCE**

17.1 You shall be responsible for the energy generation of the Solar PV power plant for the whole O&M period of 25 years. If in any year of the term of agreement the energy generation is found to be less than the value committed by you through Schedule IV of PPA (calculated on the basis of minimum CUF of 13.5% with acceptable degradation values as in tender), a penalty amount as per formula below will be imposed to successful bidder. If



successful bidder is unable to pay the penalty in the stipulated time (i.e. 30 Days), the same will be deducted from the subsequent bills and the balance amount will be paid to you.

17.2 The other and conditions shall be applicable as per provisions of PPA

## 18.0 FORCE MAJEURE

18.1 The 'Force Majeure' terms and condition shall be applicable as per provision of PPA.

## 19.0 TECHNICAL SPECIFICATION:

### 19.1 SOLAR PHOTOVOLTAIC PV MODULE:

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.

1. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.
2. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. Module capacity less than minimum 250 Wp should not be accepted.
3. PV modules must be tested and approved by one of the IEC authorized test centers. The module frame shall be made of corrosion resistant materials, having Pre-galvanized/ anodized Aluminium or superior material (after approval from MNRE)
4. The Power Producer shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his Bid.
5. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).
  - a) Name of the manufacturer of the PV module
  - b) Name of the manufacturer of Solar Cells.
  - c) Month & year of the manufacture (separate for solar cells and modules)
  - d) Country of origin (for solar cells)
  - e) I-V curve for the module Wattage,  $I_m$ ,  $V_m$  and FF for the module
  - f) Unique Serial No and Model No of the module
  - g) Date and year of obtaining IEC PV module qualification certificate.
  - h) Name of the test lab issuing IEC certificate.
  - i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

## 6. Warranties:

### a. Material Warranty

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 as specified in MNRE guidelines from the date of Completion.

Defects and/or failures due to manufacturing

Defects and/or failures due to quality of materials.

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 replace the solar module(s)

### b. Performance Warranty

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the twenty-five (25) Year period and not more than 10% at the end of tenth (10th) Year of the full rated original output.

## 19.2 MOUNTING STRUCTURE:

- a) Hot dip galvanized MS/ Pre-galvanized/ Anodized Aluminium or superior material (after approval from MNRE) mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However, to accommodate more capacity the angle inclination may be reduced until the Project meets the specified performance ratio requirements.
- b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (like Assam-basis wind speed of 180km/hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to GU in compliance to standards governing, as on date like IS-875, NBC etc. Suitable fastening arrangement such as grouting and clamping should be provided to secure the installation against the specific wind speed
- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used, that can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization
- e) The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Installation of solar structure should not damage the roof in any way. If any concrete or foundation is required, it should be pre cast type
- f) Regarding civil structures the Power Producer need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.

## 19.3 JUNCTION BOXES (JBS) BASED ON SYSTEM DESIGN REQUIREMENTS

- 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 Aluminium/cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- b. Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands with provision of earthing(s). It should be placed at 5 feet or suitable height 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

## 19.4 DC Distribution Board Based on System Design Requirements

- 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.

## 19.5 AC Distribution Panel Board

- a. AC Distribution Panel Board (ACDB) 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
- b. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III



- c. The changeover switches, cabling work should be undertaken by the Power Producer as part of the project.
- d. 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.
- e. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- f. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g. Cable alley design needs to be compatible to allow easy access depending upon the number of AC Cables into the panel. Minimum width of cable alley shall be 300 mm. Location of bus bars should be such so as to avoid any overlapping/looping of cables in the panels
- h. Connections of cable with the bus bars should be properly tightened& check nuts must be provided to avoid any possibility of loosening of connections
- i. Should conform to Indian CEA Safety Regulation.
- j. All the 415 AC or 230 volts 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	+/- 3 Hz

#### 19.6 PCU/Array Size Ratio

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

#### 19.7 PCU/ Inverter

- a) 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 Project 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 PCU/inverter should also be DG set interactive. The PCU should also have provision of charge controller in case of systems. 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: + 3 Hz or more
  - Ambient temperature considered: -20o C to 50o C
  - Humidity: 95 % Non-condensing
  - Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
  - Grid Frequency Tolerance range: + 3 or more
  - Grid Voltage tolerance: - 20% & + 15 %
  - Inverter efficiency (minimum): >93% (In case of 10kWp or above)
  - Inverter efficiency (minimum): > 90% (In case of less than 10 kWp)
  - THD: < 3%
  - PF: > 0.9
- b) Three phase PCU/ inverter shall be used as required.
- c) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.

- d) 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 feeder line and against the lightning on feeder.
- e) Built-in meter and data logger to monitor Project performance retrievable through external computer shall be provided.
- f) 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.
- g) The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068- 2(1, 2, 14, 30)/Equivalent BIS standards. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- h) 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.

### 19.8 Integration of PV Power with Grid

For better grid interaction and functioning of Project, the following arrangement shall be ensured by Power Producer:

- a) Project should have appropriate instruments installed at solar panel output, inverter and load to facilitate minute-wise recording and storage of monthly data (voltage, current, generation, consumption and grid injection) for twelve (12) Months of energy flow at various nodes.
- b) In case of network failure, or low or high voltage, Project shall go under islanding mode but not be out of synchronization so far as its operation with connected load is concerned. The supply from Project to the load points would be resumed, once the DG set comes into service, Project shall again be synchronised 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.
- c) The project shall be provided with reverse protection relays in order to prevent reverse flow of active power into the Grid. The relay and devices used for such arrangement shall be of relevant standards.

### 19.9 Data Acquisition System / Project Monitoring

1. Data Acquisition System shall be provided for each of the solar PV Project.
2. Data Logging Provision for Project control and monitoring, time and date stamped system data logs for analysis computer for data monitoring, metering and instrumentation for display of systems parameters and status indication to be provided.
3. The following parameters should be accessible via the operating interface display in real time separately for Project:
  - a) AC Voltage
  - b) AC Output current
  - c) Output Power
  - d) Power factor
  - e) DC Input Voltage
  - f) DC Input Current
  - g) Time Active
  - h) Time disabled
  - i) Time Idle
  - j) Power produced
  - k) Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage).
4. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a Year and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.



5. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
6. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
7. All instantaneous data should be available through RMS.
8. Software shall be provided for USB download and analysis of DC and AC parametric data for individual Project.
9. Provision for Internet monitoring and download of data shall be necessarily incorporated for projects.
10. Remote Monitoring and data acquisition through Remote Monitoring System software with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and Comprehensive O&M/control to be ensured by the supplier. Provision for interfacing these data on GU server and portal in future shall be kept.

#### 19.10 Power Consumption

Regarding the generated power consumption, priority needs to be given for internal consumption first and thereafter any excess power can be exported to the distribution licensee network

#### 19.11 Metering:

- a. Metering panel shall be installed as near as possible, to the point of evacuation of power to grid
- b. The bidirectional electronic energy meter (EXIM) shall be installed by the officials of APDCL for the measurement of import/Export of energy as per their specification
- c. An additional unidirectional electronic multifunctional meter (Solar Meter), displaying parameter details like energy, power, voltage, current and power factor etc shall be installed in solar ACDB having a spare RS485 port for GU use / APDCL use
- d. **The Power Producer must take approval/NOC from APDCL for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to GU before commissioning of SPV plant**

#### 19.12 Protections

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

##### 1. Lightning Protection

- a) The SPV power Project shall be provided with lightning & overvoltage protection of appropriate size. 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 IEC 62305 standard. The protection against induced highvoltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

##### 2. Surge Protection

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

##### 3. Earthing Protection

- Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition, the lightning arrester/masts should also be earthed inside the array field.

- 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.

#### 4. Grid Islanding

- In the event of a power failure on the electric grid, it is required that any independent power producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as "islands." Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Project 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.
- A manual disconnects 4pole isolation switch, besides automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

### 19.13 Cable

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

- Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- Temp. Range: -10oC to +80oC.
- Voltage rating 660/1000V
- Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- Flexible
- 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 Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
- 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.
- The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. twenty-five (25) Operational Years.
- The ratings given are approximately, Power Producer to indicate size and length as per system design requirement. All the cables required for the Project provided by the Power Producer. All cable schedules/layout drawings approved prior to installation.
- Multi Strand, Annealed high conductivity copper/aluminum conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BOS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V ,UV resistant for outdoor installation IS /IEC 69947.
- The size of each type of DC cable selected shall be based on minimum voltage drop.
- The size of each type of AC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 2 %.
- All such external electrical works shall be required to be done as per DISCOMs SOR.
- All cables up to main ACDB panel should be of Copper and beyond which can be of Copper/Aluminium cables.

### 19.14 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. The work should be done in compliance with respective State regulations and policy.

### 19.15 Tools & Tackles and Spares

- The requirement of maintaining tools, tackles and spares at site or at service centre is left to the discretion of the bidder with a condition that the same would be made available immediately as and when required.
- The bidders are advised to ensure a response time of 24 hours and maximum expected turnaround time of 72 hours (under special circumstances, additional time limit may be considered).



- Minimum requisite spares to be maintained by the Power Producer, in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes, fuses, MOVs / arrestors, MCCBs etc. along with spare set of PV modules be indicated, shall be maintained at site or at nearest service centre for the entire period of Comprehensive O&M.

#### 19.16 Danger Boards and Signage

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Text of the signage's may be finalized in consultation with GU

#### 19.17 Fire Extinguishers

The fire fighting system for the proposed Project for fire protection shall consist of portable fire extinguishers in the control room for fire caused by electrical short circuits. The installation of Fire Extinguishers should conform to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs.

#### 19.18 Drawings and Manuals

- Two sets of Engineering, electrical drawings and Installation and Comprehensive O&M manuals are to be supplied. Power Producer shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid with basic design of the Project and power evacuation, synchronization as also protection equipment.
- Approved ISI and reputed makes for equipment be used.
- For complete electro-mechanical works, Power Producer shall supply complete design, details and drawings to GU before progressing with the installation work.

#### 19.19 Planning and Designing

The power producer will engage proof consultant for checking of all Structural, Electrical and all other drawings and designs relating to this solar power project

- a) The power producer should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labor. The power producer should submit the array layout drawings along with Shadow Analysis Report to GU for approval
- b) GU reserves the right to modify the landscaping design, Layout and specification of subsystems and components at any stage as per local site conditions/requirements
- c) Prior to submission of drawings to GU, Power Producer will engage third party agency (proof consultant / Chartered engineer) for checking of all Structural, Electrical and all other drawings and designs relating to this solar power project
- d) The same third party agency will have to verify the installation after completion, whether it is safe and is as per the design approved
- e) The third party agency employed by the power producer should have earlier experience of such works
- f) The power producer shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The power producer shall submit three sets and soft copy in CD of final drawing for formal approval to proceed with construction work

#### 19.20 Drawings to be furnished by power producer:

The Power Producer shall furnish the following drawings after Award/Intent and obtain approval:

- a) General arrangement and dimensioned layout
- b) Schematic drawing showing the requirement of SPV panel, Power conditioning. Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc
- c) Structural drawing along with foundation details for the structure
- d) Itemized bill of material for complete SPV plant covering all the components and associated accessories
- e) Layout of solar Power Array
- f) Shadow analysis of the area

- g) Guaranteed Technical Particular (GTP) of Solar PV modules, inverters, Remote monitoring system, DC cables, AC cables, Junction Box

**19.21 Safety Measures**

The Power Producer 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

**19.22 RE-POWERING:**

During the term of agreement, the power producer with the consent of GU can change the solar power producing equipments by replacing with higher efficient and higher capacity equipments in the same area as provided for solar PV power plant. This shall be without any change of conditions and tariff of this agreement and without any liability to the GU. Cost of shifting of any facilities in the premises or any other cost arising due to above change accrued by GU shall be compensated by the power producer

This LOA is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully  
  
28/12/19  
Superintending Engineer  
Gauhati University

- Encl. i. Annexure-I  
ii. Annexure-II  
iii. Annexure-III  
iv. Annexure-Iv

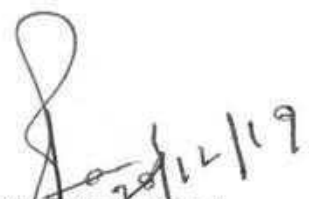
Memo No: No. E/20/Work/SE/2019

Date: \_\_\_/\_\_\_/2019

**Copy to:**

1. The Secy. To V.C, for favour of information to the Hon'ble Vice- Chancellor G.U
2. The Registrar, G.U for information
3. The Treasurer, G.U for information
4. Prof. P.P.Baruah, Department of Botany, G.U & Chairman of Green Audit Committee, for information
5. The Sub Committee members, for information
6. The HOD, Department of Political Science, G.U for Information
7. The HOD, Department of Zoology, G.U for Information
8. The HOD, Department of Bio-Technology, G.U for Information
9. The Secy. University Classes , G.U for Information
10. The DUE (T/c), G.U for information



  
28/12/19  
Superintending Engineer  
Gauhati University



**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

In consideration of the [Insert name of the Power Producer] (hereinafter referred to as selected Solar Power Developer/Power Producer) submitting the response to RFS inter alia for selection of the Project for " **Design, Engineering, Supply, Storage, Civil work, Erection, Testing & Commissioning of 500 kWp Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years on Academic Buildings of Gauhati University**" of the capacity of 500 kWp, at .....[Insert name of the place] in response to the RFS dated..... issued by Gauhati University (hereinafter referred to as GU) and GU considering such response to the RFS of.....[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of allocation No ----- to (Insert Name of selected Solar Power Developer/Power Producer) as per terms of RFS and the same having been accepted by the selected SPD or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable ]. As per the terms of the RFS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally pay to GU without demur at Guwahati forthwith on demand in writing from GU or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Solar Power Developer / Project Company]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract 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 Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). i) Nos ----- dated ----, Value -----; ii) Nos-----dated -----, Value -----).

Our Guarantee shall remain in force until..... GU shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that GU shall have a 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 GU, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to GU.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the selected Solar Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require GU to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against GU in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Guwahati 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 GU shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company, to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by GU or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GU serves upon us a written claim or demand

Signature .....  
Name:- .....  
Power of Attorney No.:- .....

For  
[Insert Name of the Bank] .....  
Banker's Stamp and Full Address  
Dated this \_\_\_\_ day of \_\_\_\_, 2019

Witness:

1. ....  
Signature  
Name and Address

2. ....  
Signature  
Name and Address

**Notes:**

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value. The Performance Bank Guarantee (PBG) shall be executed by any of the Scheduled Bank



**POWER PURCHASE AGREEMENT**  
**(Enclosed in RfS)**

## PERT CHART

Design, Supply, Erection, Testing, Commissioning and Operation and Maintenance for 25 years of 500 kW Grid Connected Rooftop Solar PV Plants to be installed at different academic buildings of Gauhati University, Assam under RESCO Model

Name of Power Producer / Solar Power Developer

LOA No:

Sl. No.	Description of Work	D-1																		D-1	D-1
1	Submission of GTP of the various items for approval of GU																				
2	Pre-dispatch inspection of various materials at manufacturer's place																				
3	Site Surveying and submission of report																				
4	Getting NOC from Concerned Sub-Division of APDCL against each Project																				
5	Submission of Documentary evidence on packaging & transportation of materials to the worksite (Materials delivery at site)																				
6	Installation & Commissioning of the Project against each locations																				

D-1: Date of issuance of LOA

D-1: 12 months from the date of issue of LOA

I, ..... designated as ..... of ..... (Name of Power Producer / Solar Power Developer) being an authorized signatory of the company, do hereby certify that above mentioned information are true to my knowledge and understanding and nothing will be concealed. The company is committed to complete the entire work by ..... as per LOA by following the above PERT Chart true in spirit, strength and confidence.

Signature

Name & Designation

Name & Address of the Power Producer / Solar Power Developer

(Seal)

Date:



## GUARANTEED TECHNICAL PARTICULARS (GTP) of Various Items

LOA No

Name of Power Producer / Solar Power Developer

SL. NO	ITEM DESCRIPTION	NAME OF MANUFACTURER	STANDARD	SUBMIT TEST REPORT TO FULFIL THE STANDARD FROM IEC/NABL ACCREDITED LABORATORY (YES/NO)
1	Solar PV Module		IEC 61215 edition II / IS 14286 IEC 61730 Part 1 - requirements for construction IEC 61730 Part 2 - requirements for testing, for safety qualification IEC 61701/IS 61701 Performance Warranty	Enclose test report / IEC certificate Enclose test report / IEC certificate Enclose test report / IEC certificate Enclose test report / IEC certificate Enclose Manufacturer warrantee
2	PCU		Safety compliance : IEC 62109-1, IEC 62109-2 Environmental Testing: IEC 60068-2 (1, 2, 14, 30) Efficiency Measurement Procedure: IS/IEC 61683 Communication interface: RS 485 / RS 232 / RJ45 Protection degree: IP 65 for outdoor mounting, IP 54 for indoor Mounting	Enclose test report / IEC certificate Enclose test report / IEC certificate Enclose test report / IEC certificate Enclose Data Sheet
3	Mounting Structure		Anti-islanding protection: VDE 0126-1-1 / IEC 60255.5 / IEC 60255.27 / IEC 62116 Steel : IS 2062: 1992 Galvanization: IS 4759	Enclose test report / IEC certificate Enclose test report & drawing Enclose test report
4	Junction Box		Tested and certified by a reputed third-party inspection agency IEC 62208	Enclose certified report Enclose test report / Data Sheet
5	DC Cable	Make	IP 65 type	Enclose Data sheet
6	AC Cable	Make	Type	Enclose data sheet Enclose data sheet
7	DC Distribution Box	Make	Type	Enclose data sheet
8	AC Distribution Box	Make	Type	Enclose data sheet
9	Lightning protection	Make	IEC 62305 / NFC 17102 / UNE 21186/IE standards	Enclose test report
10	Solar Meter	Make Class		Enclose supporting document
11	Drawing		Schematic drawing showing the requirement of SPV panel, Power conditioning. Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc Structural drawing along with foundation details for the structure Layout of solar Power Array against each project location Shadow analysis of the area against each project location	Enclose Drawing Enclose Drawing Enclose Drawing Enclose Drawing

Signature:

Name &amp; Designation:

Name &amp; Address of the Power Producer / Solar Power Developer

(Seal)

Date:



GAUHATI UNIVERSITY

GOPINATH BARDOLOI NAGAR : GUWAHATI-14, ASSAM :: INDIA

Memo. No.: GU/G/ Stationery items /2024/ 326

Date 29/2/24

From: Dy. Registrar  
Gauhati University

To: M/s – Saraighat Active Farm  
Garigaon, Bezpara Ghy-12,

Ref: Sanction letter No.FI/SE/340 dated: 27.04.2023

Sub: Supply of Stationery items for the central store, G.U.

With reference to the above, please arrange to supply us the following.

Sl. No	Description	Brand name	Quantity	Rate including GST	Total
1	Room Refresher 200 ml	Rajanigandh	8 pcs.	156.00	1,248.00
2	Phenyl BCP 500 ml	-	48 pcs.	78.50	3,768.00
3	Dot pen Red/blue two face	-	50 pcs.	24.00	1,200.00
4	LED tube with frame	-	80 pcs	247.00	19,760.00
5	Brother TNB 021	-	12 pcs.	908.60	10,903.00
6	Bucket 16 ltr.	-	10 pcs.	174.00	1,740.00
7	Mug plastic	-	10 pcs.	30.00	300.00
8	Tea tray 12x 18	-	6 pcs.	300.00	1,800.00
9	Cup plate fine bone china	-	12 pair	185.00	2,220.00
<b>Total</b>					<b>42,939.00</b>
Less discount (if any)					
Net Total basis value after discount					
GST to be deducted at source (As per applicable rate)					
<b>Grand Total</b>					<b>42,939.00</b>
Round off					

Rupees Forty two thousand nine hundred thirty nine only

Terms & Conditions:

1. Price inclusive of all taxes & other charges.
2. Delivery: Maximum 07 days from the date of the issue of this order in one lot.
3. Supplied goods much be as per sample/ as per requirement of G.U. Any discrepancy could not be considered.
4. This P.O. No. & date must be correctly indicated in your Challan and Bills etc.
5. GST deduction as per applicable rate will be at source as per Govt. of Assam order and therefore GST component will have to be shown separately in the bills/Invoice for payment. GST no. must be indicated in the bill /invoice for payment.
6. Delivery and Installation at the Department concerned/ Central Store is at suppliers cost.
7. Submitted mandate form with bill.

  
Deputy Registrar  
Gauhati University  
29/2/24





GAUHATI UNIVERSITY

GOPINATH BARDOLOI NAGAR : GUWAHATI-14, ASSAM :: INDIA

Memo. No.: GU/G/ Stationery items /2023/ 3193

Date 28/2/23

From: Dy. Registrar  
Gauhati University

To: M/s – Saraighat Active Farm  
Garigaon, Bezpara Ghy-12,

Ref: FI/SE/3705 dated: 17.02.2023

Sub: Supply of Stationery items for the central Store, G.U.

With reference to the above, please arrange to supply us the following.

Sl. No.	Description	Brand name	Quantity	Rate including GST	Total
1	James clip, plastic coated	-	180 pkt.	17.50	3,150.00
2	Towel 150x75	-	18 pcs.	568.00	10,224.00
3	Boll pen red/Blue	-	20 pkt.	75.00	1,500.00
4	Room freshener	-	12 pcs.	140.00	1,680.00
5	Naphthalene Ball	-	30 kg.	257.00	7,710.00
6	Cutter	-	20 pcs.	8.00	160.00
7	LED Bulb 12wt.	-	24 pcs.	241.00	5,784.00
8	LED tube	-	40 pcs.	360.00	14,400.00
9	Harpic 500 ml.	-	24 pcs.	89.00	2,136.00
10	File cover pal board	-	480 kg.	87.00	41,760.00
11	Cartridge 18 A	-	11 pcs.	662.99	7,293.00
12	Cartridge 88 A	-	9 pcs.	498.00	4,482.00
13	Cartridge 12 A	-	15 pcs.	498.00	7,470.00
14	Electrical tea kettle	1	01 pc.	1,244.00	1,244.00
Total					1,08,993.00
Less discount (if any)					
Net Total basis value after discount					
VAT to be deducted at source (As per applicable rate)					
Grand Total					1,08,993.00
Round off					

Rupees One lakh eight thousand nine hundred ninety three only

Terms & Conditions:

1. Price inclusive of all taxes & other charges.
2. Delivery: Maximum 07 days from the date of the issue of this order in one lot.
3. Supplied goods much be as per sample/ as per requirement of G.U. Any discrepancy could not be considered.
4. This P.O. No. & date must be correctly indicated in your Challan and Bills etc.
5. GST deduction as per applicable rate will be at source as per Govt. of Assam order and therefore GST component will have to be shown separately in the bills/Invoice for payment. GST no. must be indicated in the bill /invoice for payment.
6. Delivery and Installation at the Department concerned/ Central Store is at suppliers cost.
7. Submitted mandate form with bill.

Received  
[Signature]

[Signature]  
28/2/23  
Deputy Registrar  
Gauhati University