**Proposal for Rooftop Solar Plants**

**For {{clientName}}, {{Location}}**

Proposal Contents:

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**Annexure-I**

1. **Capacity**

The following locations and capacity are suggested as per CleanMax’s analysis:

|  |  |
| --- | --- |
| **Location** | **Capacity (kWp)** |
| {{clientName}}, {{Location}} | {{capacity}} |

The exact plant capacity will be assessed during detailed engineering and further discussions with Purchaser's team.

1. **Price Schedule**

|  |  |  |
| --- | --- | --- |
| **Module Type & Capacity** | **Price in INR per Wp** | **Total Price in INR Crores** |
| ≥585 Wp, Monocrystalline | {{price}} | INR {{amount}} |

The prices indicated above are exclusive of GST. All the Taxes and GST will be charged extra.

1. **Operations & Maintenance Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Price/ kWp** | **Term** | **Annual Escalation %** |
| Comprehensive O&M services including repair, replacements, maintenance, spares and cleaning. | 500 | 5 Years | 5% |

The O&M price shall be subjected to 18% GST, which shall be paid extra by Purchaser.

**Annexure II**

**Technical Specifications**

The following is an indicative specification sheet of the kind of equipment used by the Seller.

|  |  |  |
| --- | --- | --- |
| **Item Description** | **Details** | **Makes** |
| PV modules | * Top makes in Global Tier 1 only * ≥585 Wp per module for monocrystalline * Only positive tolerance modules used * Linear performance warranty for 25 years * Product workmanship warranty for 10 years | Waree, Emvee, Renewsys, or equivalent |
| Inverters | * Type: String Inverters , * 5 years warranty * Voltage range: 400V ±10% * Harmonic injection <3% at rated power | Solis, Sungrow or equivalent |
| Module Mounting Structure | Roof Top:   * Fixed tilt structure * Thread locker solution - (loxeal 85-55) Wind Speed Resistance upto 180 Kms/Hr | CMES/ Loxeal or Equivalent |
| DC Cables | * Type: Electro beam cross linked cable * Size: 4-6 mm2 * Conductor: Copper * UV Protected | LAPP / LEONI / SIECHEM or equivalent |
| Connectors / Y -Connectors | * Multi Contact (MC4) | MC/ Bizlink/ Elmax or Equivalent |
| AC cables | * Type: Armored XLPE insulated * Conductor: Aluminum * IS7098 or IEC60502 | KEI / Polycab / RR Kabel or equivalent |
| Cable Trays | * Type: Perforated * Hop dip galvanized (80 micron) | Elcon Industries / Pratik Cable Trays / STElcon or equivalent |
| Earthing strip | * Type: As per IS * Earthing Material: Galvanized Iron * 25x3 mm | JEF/Sigma/Equivalent |
| Earthing Protection | * As per IS 3043 | Zemi / SGI / Jef/ Sigma or equivalent |
| Lightning Arrestor (only if not already present at site) | * Early Streamer Emission (ESE) type with the mounting and earth pits conforming to NFC 17-102 (2011) | SABO/ SGI / Jef or equivalent |
| Remote Monitoring/SCADA | * Comprehensive and customized single-window remote monitoring portal * Automated updates/alerts | Suryalogix or equivalent |
| Weather Station | * Irradiation Sensor * Ambient temperature Sensor * Module Temperature Sensor | Ingenieurburo or Equivalent |

**Annexure III**

**Scope of Work**

1. **Inclusions in CleanMax Solar Scope**

The following is a list of items included from the supply/work scope of CleanMax Solar ("Seller"):

1. Supply and Installation of PV modules, String Inverters, MMS, DC Cables and AC cables and only those items specifically mentioned in the Annexure II of this document.
2. Remote monitoring system.
3. Civil work for module mounting structure.
4. Liasoning for CEIG approval

Subject to O&M Agreement:

1. Cleaning of PV Modules i.e., 2 cycles in a month
2. Visual inspection of mounting structures/fixing arrangement/ PV Modules / Inverters / ACDB panel for any damage as required
3. Checking earthing resistance for solar plant as required
4. Emergency breakdown maintenance (response within 24 hours) as per the requirement
5. Coordination with third party vendors / manufacturers for warranty claims as per the requirement.
6. Maintenance of consumable spares as per requirement.
7. Submitting documentation and reports of system performance once in a month along with Key Performance Indicators, Breakdown details,
8. Thermography report of PV Modules/Inverters& ACDB and Terminations as required
9. Calibration of all the energy meters (Main Meter and check meter) Once in 2 years
10. ACDB Quarterly PM Checklist
11. Inverters Quarterly PM Checklist
12. SCADA Monitoring Panel Quarterly PM Checklist
13. UPS Half-yearly PM Checklist
14. **In Purchaser Scope**

The following is a list of items in the work scope of Purchaser:

1. Single point of water connection at each roof level
2. Spare feeder(s), substation work including but not limited to bay extension, etc.
3. Existing Overhead cable tray to be extended till ACDB Panels.
4. Providing free water and electricity during construction
5. Providing soft water (approximately 20 liters/kWp/cleaning cycle) of <200 PPM TDS at 3-4 bar pressure for Operation and Maintenance
6. Supporting the Seller by providing all documents related to the site and Purchaser's organization as and when required.
7. Payment of all statutory fees (including net metering) – Purchaser may pay directly or shall reimburse the charges to CleanMax at actuals within 10 days of submission of original bill.
8. Obtaining GST Registration in the state in which the project site is located.
9. Access to the roof via monkey cage ladder.
10. Location for Storage of all solar plant related materials on roof during construction for required items.

**Annexure IV**

**Terms and Conditions**

1. **EFFECTIVE DATE:**

The Effective Date shall be considered as release of PO/LOI or date of payment of the advance amount, whichever is later.

1. **PRICE:**
2. The price shall remain fixed and valid till the execution of the order and shall not be subjected to any increase or escalation whatsoever. However, any variation in foreign exchange beyond 2% (from the values considered in this PO) will be compensated to the Seller. [1$ = INR 86 considered]
3. Freight charges all are included in the quoted price.
4. **TAXES & DUTIES:**

All the taxes and duties shall be paid extra by the Purchaser. **Any changes to the tax regulations including changes in tax/ duties rates (including but not limited to introduction of any customs, import, safeguard, anti-dumping duties on the equipment) shall be to the account of the Purchaser.**

1. **MATERIAL ADVERSE CHANGE:**
2. In case of occurrence of any Material Adverse Change (MAC) during the construction period of the Project including but not limited to imposition of safeguard, anti-dumping duty, imposition of new taxes, changes in the tax regime or any such provisions, which are practically beyond control of the vendor (Cleanmax Solar), the Purchaser shall pay such extra charges to the vendor.
3. **TRANSIT INSURANCE:**
4. Seller shall obtain Marine Open Policy and EAR Policy for transit insurance. Seller shall ensure to mention the policy number and date of expiry in the dispatch documents.
5. Purchaser shall assist and support Seller with respect to all required documentation needed to claim compensation.
6. **PACKING & FORWADING**:

The charges for packing and forwarding shall be inclusive in the price. Equipment shall be packed in suitable road/seaworthy packing to ensure that it reaches the site without any physical damage.

1. **PAYMENT TERMS:**

**Payment terms:**

* 1. 30% as advance payment of complete project cost.
  2. 60% of payment on completion of I&C of project.
  3. 10% + taxes of complete project cost on receiving CEIG Approval & Charging of plant.

1. **COMPLETION PERIOD:**

The solar power plant shall be commissioned within 5 months from receipt of advance (“Scheduled Commissioning Date”) as per below schedule with a buffer of 1 month in case of weather delays.

1. Engineering Design: 15 days

2. Procurement of components: 30 days

3. Delivery of components: 45-60 days

4. Installation & Commissioning: 30 days

In case of any delay in the final commissioning of the project beyond the Scheduled Commissioning Date,

the Seller shall be liable to compensate the Buyer by paying a penalty equal to 0.25% of the project value per

week upto a maximum of 2.5% of the project value.

It is clarified that the Seller shall not be responsible for any delays in commissioning caused by the Purchaser

such as delays in payments against payment milestones, delays in handing over the site etc.

1. **WARRANTY:**

All the equipment supplied shall carry original equipment warranty terms. CleanMax Solar liability will be limited to facilitating claims in case of failure of equipment within the warranty period.

Warranties are not valid for any mishandling, abused wear and tear, sabotage / force majeure conditions.

1. **FORCE MAJEURE:**
   1. Neither Party shall be responsible or liable for or deemed to be in breach of any of its obligations under this PO because of any delay of its obligations hereunder (except for obligations to pay money due prior to concurrence of any Force Majeure events under this PO) or failure to meet milestone dates due to any event or circumstance beyond the reasonable control of the Party experiencing such delay or failure, including an emergency, the occurrence of acts of God, typhoons, floods, lightning, cyclone, hurricane, drought, famine, epidemic, plague or other natural calamities (a "Force Majeure Event"). Force Majeure Events shall, inter alia, include acts of war (whether declared or undeclared), invasion or civil unrest and act/rules of central/state government /statutory authorities, which makes performance of the terms of this PO impossible or excessively onerous for either Party.
   2. In case Force Majeure conditions occur, the affected Party's obligations under this PO will be suspended till the Force Majeure conditions persists and for such time after the Force Majeure conditions ceases to exist as it may reasonably take for the affected party to overcome the effects of the Force Majeure conditions. Post this period, both Parties' obligations under this PO shall stand reinstated. The occurrence of Force Majeure condition shall in no way release either party of rights and obligations accrued under this PO prior to or post the period in which one or both Parties was affected by the Force Majeure condition.
   3. For the sake of clarity, it is agreed that financial hardship of either Party will not constitute a Force Majeure condition.
2. **DISPUTE RESOLUTION & ARBITRATION**
   1. **Governing law and Jurisdiction** This PO shall be governed by, interpreted and construed in accordance with the laws of India. Subject to the provisions of this Article, the courts of Mumbai shall have non-exclusive jurisdiction in relation to all matters arising out of this Agreement.
   2. **Arbitratio****n**
      1. Dispute Resolution. Any dispute or claim arising out of or in connection with or relating to this PO including, but not limited to, any dispute regarding its existence, validity, construction, interpretation, breach, termination or enforceability ("Dispute"), shall be addressed by the Parties and resolved pursuant to this Article.
      2. Amicable Settlement. Any and all Disputes between the Parties arising out of or in connection with this Agreement or its performance (including the validity of this Agreement) shall, so far as is possible, be settled amicably between the Parties.
      3. Referral to Arbitration. If after a period of 45 (forty-five) Business Days from raising such Dispute, the Parties have failed to reach an amicable settlement, such Dispute shall, at the request in writing of any Party to such Dispute or claim ("Dispute Notice") be settled by binding arbitration by a sole arbitrator ("Arbitrator") appointed in accordance with the Indian Arbitration Act, 1996 ("The Rules"), as amended from time to time. The Arbitration Act shall be deemed to be incorporated herein by reference save and except as modified by the provisions of this Article.
      4. Conduct of Arbitration. All arbitration proceedings shall be conducted in the English language and the venue of arbitration shall be Mumbai. The Arbitrator shall decide any such Dispute or claim strictly in accordance with the governing law specified in this Article. The Parties agree that the competent court in Mumbai shall have the jurisdiction to entertain any proceedings in relation to the Arbitration, including but not limited to proceedings for interim relief before, pending or post the Arbitration, and enforcement of the arbitral award.
      5. Cost of Arbitration: From the commencement of Arbitration, the costs and expenses of the Arbitration, including, without limitation, the fees of the Arbitrator, shall be paid equally by each Party to the Dispute. Each Party shall pay its own expenses and fees, disbursements and other charges of its counsel. However, the Arbitrator shall award costs of the Arbitration (including any administration fee of the Court, fees of the Arbitrators and venue and counsel fees of the winning Party) to be paid by the losing Party.
      6. Expeditious Proceedings. The Parties intend that any arbitral proceedings instituted pursuant to this Agreement shall be conducted as expeditiously as possible. Accordingly, the Parties agree that the Arbitrator shall be guided by this intention in deciding upon any procedural time limit or any request by either Party affecting the progress of the proceedings.
      7. Final and Binding. Any award made by the Arbitrator shall be final and binding on each of the Parties.
3. **LIMITATION OF LIABILITY:**

Apart from the obligations described in this PO, neither Party's additional liability to the other arising out of or related to this order will exceed 5% of the PO value.

In no event will either party be liable to the other for any consequential, indirect, special, incidental or punitive damages, regardless of the form of action, whether in an agreement, tort, strict product liability or otherwise, even if advised of the possibility of such damages and even if the damages were foreseeable.