



दिल्ली मेट्रो रेल कॉर्पोरेशन लि० DELHI METRO RAIL CORPORATION LTD.

(भारत सरकार एवं दिल्ली सरकार का एक संयुक्त उपक्रम)

(A JOINT VENTURE OF GOVERNMENT OF INDIA AND GOVT. OF DELHI)

No. DMRC / Elect / Plg / Solar / DE_SPV-03 / LOA

Date: 11.10.2022

LETTER OF ACCEPTANCE (LOA)

M/s Subhash Infraengineers Pvt. Ltd.

B-1, Infocity, Sector-34,

Gurugram - 122004

(Kind. Attn.: Sh. Lovedeep Mahajan, General Manager)

Sub: - Contract DE/SPV-03: Design, Engineering, Supply, Storage, Civil work, Erection, Installation, Testing and Commissioning of the 1 MWp Rooftop photo voltaic solar power project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years on Khyber Pass Depot Stabling Lines of DMRC Ltd"

Ref: i) Opening of online Tender on e-tendering portal for the subject work on 19.07.2022.
ii) Opening of Financial bids online on 12.09.2022.
iii) eReverse Auction held on 14.09.2022.
iv) Your Letter dt. 16.09.2022 regarding price confirmation quoted during eReverse Auction.

- 1.0 We are pleased to inform you that Delhi Metro Rail Corporation Limited (DMRC) has accepted your offer submitted vide reference (i) above for setting up of 1 MWp Roof-Top Solar Photo Voltaic Power Plant on Khyber Pass Depot Stabling Line (SBL) shed of DMRC Ltd. as defined in tender on RESCO model at levellised tariff of Rs. 4.21 per kWh for 25 years. However, this LOA is subject to the signing of Power Purchase Agreement with DMRC. The year wise Tariff Schedule is enclosed as **Annexure - A**.
- 2.0 M/s Subhash Infraengineers Pvt. Ltd. (herein after called the Contractor) has quoted Rs. 4.5 Crores as total "**project cost**" as per Format-B of the RFS document. However, total project cost for the calculation of Purchase Price (in Schedule III) of RFS document shall be considered as Rs 3.9 Cr per MWp.
- 3.0 The Contractor shall set up Solar PV Power Plants on Khyber Pass Depot Stabling Line (SBL) shed of DMRC Ltd. as defined in tender and supply the electricity to DMRC after obtaining net metering from DISCOMS, if applicable, and in turn DMRC shall pay only tariff of Rs 4.21 per kWh (inclusive of all duties & taxes, insurance etc.) for 25 years.
- 4.0 The Contractor shall ensure during installation that SPV modules, parts of structures, other hardware like nuts, bolts etc. are not loosely scattered over the terrace of the building. These items must be securely stored in an enclosed room/space where they cannot be affected by winds or such loose materials must be tied properly. Further, the Contractor

Surendra

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shall ensure that rooftop solar PV system should be designed and installed in such a way that its performance should not be affected due to the problem of water logging at site.

- 5.0 The Contractor must ensure that all the safety practices are exercised during storage, installation and Operation & Maintenance so that no loss to life or property is caused. In order to ensure safety of personnel, suitable safety measures are to be taken by the Contractor as per requirement, this may include installation of Cage Ladder, Step Ladder, Walkways, Life-Line (Anchor), Anti Fall System, Safety Net etc. Moreover, while working, the Contractor shall obtain necessary permit to work and Power block (if required).
- 6.0 The Contractor should start submitting the project design documents to DMRC as the case may be immediately after receiving this Letter of Acceptance (LOA). The time for submission of project design documents by the Contractor to DMRC will be **60 days** from the date of issue of Letter of Acceptance. If within **60 days** from the date of Letter of Acceptance, the Contractor does not submit project Design Documents, in such case PBG shall be forfeited and the allocated capacity will get cancelled and the Contractor including its affiliates/group companies/parent company/ultimate parent company may be debarred to participate in DMRC's future tenders for a period as decided by the competent authority of DMRC in terms of clause 6.7.3 of RFS documents.
- 7.0 This project is not eligible for any Achievement Linked Incentive / Central Finance Assistance / Subsidy.
- 8.0 As per clause 8.1 of RFS documents the Contractor shall ensure that the project is commissioned within 05 months from the date of issue of Letter of Acceptance. If the Contractor fails to commission the sanctioned project within specified time, Liquidated Damages (LD) on per day basis calculated for the 10% of "Cost of work" as per NIT for left-over capacity on a 6 months period would be levied. After 6 months the project will get cancelled and the total PBG amount would be forfeited. This letter is being issued for the complete tendered capacity of 1 MWp.

This 'Letter of Acceptance' shall also be treated as 'Letter of Allocation' for the allocation of mentioned site as in tender document and on submission of Performance Bank Guarantee (PBG) corresponding to 1 MWp, Power Purchase Agreement (PPA) will be signed for 1 MWp capacity.

- 9.0 When the Contractor fulfills the obligations under the contract, he shall be eligible to apply for completion certificate. The Engineer-in-Charge shall normally issue to the Contractor, Completion Certificate within one month after receiving any application from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in contract documents.

For the purpose of issue of Completion Certificate, following documents will be deemed to form the completion documents in terms of clause 12.1.1 of RFS documents:

- i) Checklist for inspection of roof top SPV power plant as per DMRC format.
- ii) Project Completion/Commissioning report from the Contractor as per DMRC format.
- iii) Format attached in Section-V, format 11.



- 10.0 Upon completion of 2 years of Operation & Maintenance and subject to the Engineer-in-Charge being satisfied, the Engineer-in-Charge shall (without prejudice to the rights of the DMRC to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Contractor shall not be considered to have fulfilled the whole of its obligations under the contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by DMRC in terms of clause 12.1.2 of RFS documents.
- 11.0 The Contractor shall furnish the Performance Security of Rs. 11.7 Lakhs (Eleven Lakh Seventy Thousand Only) in favour of Delhi Metro Rail Corporation Limited (DMRC Ltd) corresponding to 1 MWp in the form as specified in RFS documents within 30 days from the date of issue of Letter of Acceptance as per clause 3.15 of RFS documents. The Bank Guarantee must be issued on Structural Financial Messaging System (SFMS Platform) as per clause 3.15 of RFS and the contractor shall submit SFMS report along with PBG.
- 12.0 The Contractor 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 & third party liability insurance in the joint name of DMRC etc. as per clause 3.23 of RFS and clause 17.14 Section VI of RFS documents (PPA).
- 13.0 As per clause 3.23.3 of RFS documents the Contractor shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials and are as per guideline of MNRE/SECI. Some latest technology as stipulated by RFS are listed below:
- (i) The Contractor shall install DC in-line fuses as per clause 25.5 of RFS.
 - (ii) In addition to MPPT at inverter level, power optimizer at module level shall be used to increase the power generation.
 - (iii) DC cables manufactured with EBXL & having anti-rodent properties shall be used.
 - (iv) As per clause 14.1.1 of RFS, The PV modules used shall be PID (Potential Induced Degradation) resistant and equipped with factory made anti-soiling coating.
 - (v) Module cleaning system shall be installed by the Contractor to ensure cleaning of the system considering the limitation of time for carrying out O&M activities.
 - (vi) Safety at site shall be ensured by Contractor as per clause 35 of RFS documents.

The responsibility of operation of Warrantee and Guarantee clauses and Claims/Settlement of issues arising out of said clauses shall be joint responsibility of the Contractor and DMRC will not be responsible in any way for any claims whatsoever on account of the above.

14. As per clause 3.24 of RFS documents Design, Engineering, Supply, Installation, Testing and Performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in Section-III (Technical Specifications) of bid documents. Where appropriate Indian Standards and Codes are not available, other



- suitable standards and codes as approved by MNRE shall be used. The Specifications of the components should meet the technical specifications mentioned in section-III of RFS documents. Any supplies which have not been specifically mentioned in this contract but which are necessary for the Design, Engineering, Supply and performance or completeness of the project shall be provided by the Contractor without any extra cost and within the time schedule for efficient and smooth operation and maintenance of SPV plant.
- 15.0 As per clause 3.25 of RFS documents the Contractor shall be responsible for operation and maintenance of the roof top solar PV system for a period of 25 years during which DMRC can monitor the project for effective performance in line with the conditions defined elsewhere in the bid documents. During this period the Contractor shall be responsible for supply of all spare parts required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of the defective modules, inverters, PCUs etc. and maintaining log sheets for operation detail, deployment of staff for continuous operation and qualified engineer for supervision of O&M work, complaint logging and its attending. The developer is responsible for the water proofing of the roof disturbed / pierced for installation of Solar Power System for the whole O&M period (25 Years).
- 16.0 The Contractor shall get all Structural, Electrical and all other drawings and designs relating to this solar power project certified by an independent / third party agency. The Contractor shall also get the fitness / safety certification of the installation after completion, as per the design approved by a third party agency as per clause 32 of RFS documents.
- 17.0 The Contractor shall be responsible for metering and grid connectivity of the roof top solar PV system in accordance with the prevailing guidelines of the concerned DISCOM and/or CEA as per clause 3.26 of RFS documents. As per Indian Electrical Act and/ or CEA, the solar plants shall be commissioned subject to EIG clearance, for which all the necessary documentation shall be fulfilled and submitted by the Contractor and the Contractor shall obtain EIG clearance.
- 18.0 The Contractor 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 75% at the time of inspection for initial commissioning acceptance. **Minimum CUF of 12%** (with acceptable degradation values as per RFS document) should be maintained for a period of 25 years. The Contractor should send the periodic plant output details to DMRC for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions. If The Contractor fails to meet the minimum guaranteed generation as per clause 3.27 of RFS documents, suitable penalty will be imposed on the contractor as per clause 3.27.1.
- 19.0 DMRC will not be responsible for any shortcomings in commissioning as per technical specifications mentioned or performance ratio (PR) below the specified limit (75%) after commissioning.
- 20.0 The Contractor shall submit the progress report fortnightly (15 days) to DMRC in prescribed Performa, as per clause 3.28 of RFS, DMRC has the right to depute their representative to ascertain the progress of contract at the premises of works.



- 21.0 As per clause 3.29 of RFS documents the project progress will be monitored by DMRC and the project will be inspected for quality at any time during commissioning or after the completion of the project by officer(s) from DMRC or any authorized agency/experts. DMRC may depute a technical person(s) from its list of empanelled experts for inspection, third party verification, monitoring of system installed to oversee the implementation as per required standards and also to visit the manufacturers facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required. The site should always be accessible to DMRC up-to the project life of 25 years.
- 22.0 You shall ensure full compliance with tax laws of India with regards to this contract and shall be solely responsible for the same. You shall keep the employer fully indemnified against your liability of tax, interest, penalty etc. in respect thereof which may arise.
- 23.0 This Letter of Acceptance is sent to you in duplicate. You are required to return one copy duly signed on all pages indicating your unconditional acceptance thereof so as to reach the undersigned within seven days of issue of this letter.
- 24.0 Sr. DGM / Electrical (Solar) of this organization will be the Engineer/Engineer-in-Charge for this contract. You are requested to contact the undersigned immediately for further necessary action in this matter and to start the work.
- 25.0 The Contractor is requested to contact the office of the undersigned for signing of Power Purchase Agreement within 60 days from the date of issue of Letter of Acceptance. You are requested to expedite the signing of Power Purchase Agreement.
- 26.0 Other terms and conditions as per RFP/RFS/Tender documents.

Thanking You,

Yours Sincerely,



(Surendra Kumar Gupta)
Sr. DGM / Electrical (Solar)

Encl: Annexure-A

Annexure - A

Schedule II (Fees)

Following are the details of the Tariff agreed between the Parties:

Purchaser shall pay Power Producer for Solar Power at a fixed rate for 25 years equal to **INR 4.21 / kWh** as follows:-

Year of Operation	Tariff (Rs/kWh)
First Year	Rs. 4.21
Second Year	Rs. 4.21
Third Year	Rs. 4.21
Fourth Year	Rs. 4.21
Fifth Year	Rs. 4.21
Sixth Year	Rs. 4.21
Seventh Year	Rs. 4.21
Eighth Year	Rs. 4.21
Ninth Year	Rs. 4.21
Tenth Year	Rs. 4.21
Eleventh Year	Rs. 4.21
Twelfth Year	Rs. 4.21
Thirteenth Year	Rs. 4.21
Fourteenth Year	Rs. 4.21
Fifteenth Year	Rs. 4.21
Sixteenth Year	Rs. 4.21
Seventeenth Year	Rs. 4.21
Eighteenth Year	Rs. 4.21
Nineteenth Year	Rs. 4.21
Twentieth Year	Rs. 4.21
Twenty First Year	Rs. 4.21
Twenty Second Year	Rs. 4.21
Twenty Third Year	Rs. 4.21
Twenty Fourth Year	Rs. 4.21
Twenty Fifth Year	Rs. 4.21

Signature Not Verified

Digitally signed by Harsh Arya
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Date: 2022.10.11 15:25:10 IST
Location: eProcure-ETROC