



**RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED**  
(A Government of Rajasthan Undertaking)

E-166, Yudhishthir Marg, C-Scheme, Jaipur

CIN No. U40101RJ1995SGC009847

Tel: 0141-2225859, 2229341, 2223966 & 2223965 Fax: 0141-2226028

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**Notice Inviting Tender (TN-06/2016-17)**

Online Tenders are invited for the work of Design, Supply, ETC, O&M of Grid Connected Rooftop SPV Power Projects of 5 MW on State Government/undertaking buildings under RESCO Model. For more details, visit <http://eproc.rajasthan.gov.in>, [www.rrecl.com](http://www.rrecl.com), [energy.rajasthan.gov.in](http://energy.rajasthan.gov.in) and <http://sppp.rajasthan.gov.in>. The Tender document may be downloaded from 23.12.2016.

Raj.Samwad/C/16/4392

**Director (Technical)**

**Request for Selection**  
**for**  
**Design, Supply, Erection, Testing, Commissioning and**  
**Operation and Maintenance for 25 years of**  
**Grid Connected Rooftop Solar Photovoltaic Power Projects**  
**in Selected Zones on State Government buildings/State Government**  
**undertaking buildings in Rajasthan**  
**under**  
**RESCO Model**

**NIT No.: TN-06/2016-17**

**Cost of Bid: Rs. 5,000/-**



**RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED**

(Government of Rajasthan undertaking)

**E-166, YudhisthirMarg, C-Scheme, Jaipur**

**CIN U40101RJ 1995SGC009847**

**Phone: 0141-2229055 / 2221650 / 2225859**

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**Website: [www.rrecl.com](http://www.rrecl.com)**

## ISSUANCE

**Date of issuance: 23.12.2016**

This Request for Selection (RfS), NIT No.:TN-06/2016-17, by Rajasthan Renewable Energy Corporation Limited (RREC) is for selection of eligible Bidder(s) for the design, supply, erection, testing and commissioning including operation and maintenance (O&M) for 25 (Twenty Five) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings identified by bidder(s) in Selected Zones in Rajasthan.

This RfS along with Formats, Annexure etc. is issued to -

M/s. \_\_\_\_\_

**Note:**

- a. This RfS is not transferable.
- b. Though adequate care has been taken while preparing this RfS, the Bidder(s) shall satisfy itself that this RfS is complete in all respects. Intimation of any discrepancy shall be given immediately to the correspondence office address given below. If no intimation is received from any Bidder(s) **UPTO DATE OF PRE BID MEETING**, it shall be considered that this RfS is complete in all respects.
- c. RREC may modify, amend or supplement this RfS including allocation of Zone(s).
- d. **THE SELECTION OF BIDDER(S) SHALL BE CARRIED OUT THROUGH e-procurement process ONLY. SUBMISSION OF BID(S) IN ELECTRONIC FORMAT SHALL BE ON WEBSITE <http://eproc.rajasthan.gov.in> AS PER THIS RFS, OR AS AMENDED BY RREC.**
- e. Bidder(s) are suggested to regularly visit RREC website [www.rrecl.com](http://www.rrecl.com) for latest updates after the issue of this RfS. All modification(s)/ amendment(s)/ clarification(s)/ information(s) etc. will be made available on the e-procurement website <http://eproc.rajasthan.gov.in> only.
- f. RREC at its discretion may extend the time for submission of Bid(s).
- g. Address for Correspondence:

The Managing Director  
Rajasthan Renewable Energy Corporation Limited  
E-166, Yudhisthir Marg, C-Scheme  
Jaipur, Rajasthan- 302001  
Tel: 0141-2221650 / 2229341/ 2229055  
Fax: 0141-2226028  
Email: [rrec2016@gmail.com](mailto:rrec2016@gmail.com)

**SUBMISSION OF BID**

| <b>Particulars</b>  | <b>Details</b>  |
|---|---|
| NIT No.   | <b>TN-06/2016-17</b>  |
| Details of work   | Design, Supply, Erection, Testing and Commissioning with Net-Metering including Operation and Maintenance (O&M) for 25 (Twenty Five) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings identified by Bidder(s) in Rajasthan. |
| Work Area   | Buildings identified by Bidder(s) in Selected Zones in Rajasthan  |
| Total Proposed Allocated Capacity of RTS Projects   | <b>Total 5 MW</b>   |
| Refundable Earnest Money Deposit (EMD)  | Rs. 24 Lacs (Rupees Twenty Four Lacs Only) by way of DD/Bankers Cheque/Bank Guarantee in favour of Managing Director, RREC payable at Jaipur  |
| Non-refundable Cost of Bid for each Bidder  | Rs.5,000/- (Rupees Five Thousand Only) by way of DD/Bankers Cheque/Bank Guarantee in favour of Managing Director, RREC payable at Jaipur  |
| Non-refundable e-proc Charges for each Bidder   | Rs. 1,000/- (Rupees One Thousand Only) by way of DD/Banker's Cheque in favour of Managing Director, RajCOMP Info Services Ltd. (RISL), payable at Jaipur  |
| Period of Downloading RfS<br>(RfS can be downloaded from website<br><a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ) | 23/12/2016, 11:30 AM<br>to<br>25/01/2017, 02:00 PM  |
| Date and time of PRE-BID Meeting  | 06/01/2017, 03:00 PM  |
| Last date and time of submission of Envelope-1 (through hard copy at RREC Head Office)  | 25/01/2017, 11:00 AM  |
| Last date and time of submission of on-line Bid through e-procurement portal  | 25/01/2017, 04:00 PM  |
| Validity of Bid   | 6 (Six) months form Last Date of Submission of Bid.   |
| Date and time of opening of Envelope-1  | 25/01/2017, 04:00 PM  |
| Date and time of opening of Cover-1 and Cover-2 (on-line)   | 27/01/2017, 03:00 PM  |
| Date and time of opening of Cover-3 (on-line)   | Shall be intimated after evaluation of Technical bid.   |
| Completion Period.  | As per Section -9 of tender document.   |

## GENERAL INSTRUCTIONS FOR TENDER SUBMISSION

- i. The bidders are requested to submit their bids prior to last date of submission to avoid non submission of their bids within prescribed date & time due to non-availability / hanging of website, at either ends at last moment, or any other reason whatsoever. The last date of submission of bids will not be extended on such account.
- ii. The tender cost, Earnest Money and e-tender processing fees of RISL as detailed under to be deposited in RREC office upto 25/01/2017, 11:00 AM positively.\*

\*(This is essential otherwise the bid in electronic form (Cover 1, Cover 2 and Cover 3) will not be opened of that bidder.)

The bidder will have to deposit in ENVELOPE –I

- a) The DD/Bankers Cheque of prescribed cost of tender Rs.5000/- in favour of Managing Director, RREC, payable at Jaipur,
- b) The prescribed e-proc Processing Fee of Rs. 1000/- by way of DD/Banker's Cheque in favour of Managing Director, RajCOMP Info Services Ltd. (RISL) payable at Jaipur
- c) EMD Rs. 24.00 Lacs (Rupees Twenty Four Lacs Only) by way of DD/Bankers Cheque in favour of Managing Director, RREC, Jaipur.

OR

Bank Guarantee of Rs. 24.00 Lacs (Rupees Twenty Four Lacs Only) of Nationalized or scheduled bank (valid for six months from last date of submission of bid) in favour of Managing Director, RREC, Jaipur.

ONLY Government undertakings PSUs are exempted from EMD on producing relevant certificate from authority in Hard Copy in envelope and also online in Cover-1.

In case of Small Scale Industries of Rajasthan EMD shall be Rs 6.0 Lacs and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, EMD shall be 12 Lacs.

### iii. **ONLINE SUBMISSION OF BID:**

List of required Formats/documents to be submitted online duly signed digitally by Authorized Signatory:

- (1) **Cover-1:-** Upload the scanned copy of DDs/Pay Orders towards Cost of tender Document, processing fee of RISL and scanned copy of DDs/Pay Orders/BG of EMD (in .pdf format) with copy of relevant Certificate for Exemption of EMD (If applicable) as detailed in **point no. ii.**
- (2) **Cover-2:-** All Non-financial information in the Formats as per tender with Complete Bid Document (dully signed on each and every page as proof of acceptance of all terms and condition of Bid).

**(3) Cover-3:-** Price bid as per Format attached.

**NOTE:**

1. The financial bid is to be submitted online only as per format Annexure-5. This format is to be downloaded from <http://eproc.rajasthan.gov.in> filled & uploaded back to <http://eproc.rajasthan.gov.in>.
  2. Financial Bids submitted/uploaded on <http://eproc.rajasthan.gov.in> in any other format may be rejected. Submission of price in cover-2 will be finally rejected and such bids will be considered as disqualified in technical evaluation and cover-3 (on-line) of such bids will not be opened.
- iv. Cutting / overwriting, if any, in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the tender may be rejected.
  - v. **The Bidder(s) shall not quote any deviations/ amendments/modifications/alterations in the Price Bid(s). Price Bid(s) with any such deviations shall be rejected.**
  - vi. The Bidder(s) shall provide complete information at the time of submission of Bid(s). If the Bidder(s) is asked to furnish some more clarification(s)/confirmation(s)/document(s), it shall be required to furnish the same within specified time, failing which the case shall be finalized/decided on the basis of available information/document(s). The responsibility of ignorance of its Bid(s) on account of delay in furnishing of desired information/document(s) shall be of the Bidder(s). However, if there are any shortcomings in the submission of the information which do not materially affect the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the Bid evaluation accordingly.
  - vii. All the required information shall be furnished strictly in the prescribed formats only. Any information indicated other than the prescribed formats shall not be entertained. The Bid(s) shall be evaluated on the basis of information furnished in the prescribed formats only.
  - viii. This RfS shall essentially be signed digitally and submitted/uploaded on <http://eproc.rajasthan.gov.in> as part of Cover 2, (It is also Instructed to all the bidders that all the documents uploaded should be clearly legible/readable) prior to the Bid Deadline as specified in Bid Information.
  - ix. Bidder(s), who wish to participate in this RfS, shall be required to register on <http://eproc.rajasthan.gov.in> if not registered earlier. To participate in e-tendering, Bidder(s) shall have Digital Signature Certificate (DSC) - Class II (e-tender supportive) or Class III as per requirement under Information Technology Act-2000 using which they

can sign their electronic Bid(s) (i.e. Envelope-2). Bidder(s) can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency or they may contact e-Procurement Cell, Department of IT&C, Government of Rajasthan on the following address:

**e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)**

x. Bidders are also advised to refer “Bidder’s Manual” available under “Downloads” section on <http://eproc.rajasthan.gov.in> for further details about the e-tendering process.

xi. Address for Correspondence for enquiries and clarifications:

The Managing Director  
Rajasthan Renewable Energy Corporation Limited  
E-166, Yudhisthir Marg, C-Scheme  
Jaipur, Rajasthan- 302001  
Tel: 0141-2221650 / 2229341/ 2229055  
Fax: 0141-2226028  
Email: [rrec2016@gmail.com](mailto:rrec2016@gmail.com)

xii. Contact details of Staff of RREC in reference to this RfS

|  |
|--|
| Name: Sh. D.C. Gupta<br>Designation: General Manager (GIPP)<br>Address: E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan- 302001<br>Phone: 0141-2221650 / 2229341/ 2229055<br>e-mail: <a href="mailto:rrec2016@gmail.com">rrec2016@gmail.com</a>              |
| Name: Sh. Rajeev Singh<br>Designation: Project Manager (Rooftop)<br>Address: E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan- 302001<br>Phone: 0141-2221650 / 2229341/ 2229055<br>e-mail: <a href="mailto:rrec2016@gmail.com">rrec2016@gmail.com</a>         |
| Name: Sh. Pawan Kumar Chauhan<br>Designation: Technical Manager(Rooftop)<br>Address: E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan- 302001<br>Phone: 0141-2221650 / 2229341/ 2229055<br>e-mail: <a href="mailto:rrec2016@gmail.com">rrec2016@gmail.com</a> |

Note: All correspondence in reference to this RfS by mail shall essentially be sent only to e-mail id: [rrec2016@gmail.com](mailto:rrec2016@gmail.com)

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## SECTION 1: DEFINITIONS AND ABBREVIATIONS

In this RfS, the following words and expressions shall have the meaning as herein defined where the context so admits:

- a) **“Affiliate”** shall mean a company that either directly or indirectly
- controls, or
  - is controlled by, or
  - is under common control with
- a Bidder and “control” means ownership of one company by at least 26% (Twenty Six percent) of the voting rights of the other company;
- b) **“Allocated Capacity”** shall mean the capacity in MW allocated to the Successful Bidder(s) consisting of single or multiple rooftops in the Allocated Zone(s) through this RfS process;
- c) **“Allocated Zone”** shall mean the Zone allocated to the Successful Bidder(s) out of the Selected Zones in pursuant to this RfS for implementation of Rooftop Solar Photovoltaic Power Projects in Rajasthan;
- d) **“B.I.S.”** shall mean specifications of Bureau of Indian Standards;
- e) **“Bid”** shall mean the Technical and Price Bid (both Envelope 1 and Envelope 2) submitted by the Bidder along with all supporting documents/ formats/ attachments/ annexure etc., in response to this RfS in accordance with the terms and conditions hereof;
- f) **“Bid Capacity”** shall mean capacity offered by the Bidder in its Bid under invitation. For the purpose of this RfS, the Bidder(s) is required to bid for 2MW (2 Megawatt) capacity for Zone-A and 1.5 MW (ONE and HALF Megawatt) capacity each for Zone – B and Zone C.
- g) **“Bid Dead-line”** shall mean the last date and time for submission of the Bid in response to this RfS, as specified in Bid Information Sheet;
- h) **“Bidder”** shall mean the Company incorporated under the Companies Act, 1956 or under the Companies Act, 2013, submitting the Bid in response to this RfS. Any reference to the Bidder includes its company/ including its successors, executors and permitted assigns as the context may require. It shall also include lead member, in case of consortium;
- i) **“Buildings identified by Bidder(s)”** shall mean the Buildings, Campuses and land owned by Government, Public Institutions identified by the Bidder(s) for implementation of Rooftop Solar Photovoltaic Power Projects in the zone for which the Bidder(s) offer the tariff and Letter of Allocation is issued to set up the Rooftop Solar Photovoltaic Power Project, in pursuant to this RfS.

- j) **“Central Electricity Authority” or CEA** shall mean the Authority, originally constituted under Section 3(1) of the repealed Electricity (Supply) Act, 1948, since substituted by Section 70 of the Electricity Act, 2003;
- k) **“Chartered Accountant” or CA** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- l) **“Competent Authority”** shall mean the Managing Director (MD) of Rajasthan Renewable Energy Corporation Limited himself and/or a person or group of persons nominated by the MD for the mentioned purpose herein;
- m) **“Earnest Money Deposit” or EMD** shall mean security of Bid Proposal by way of Cheque/ DD/BG to be submitted along with the Bid by the Bidder as per the provisions of this RfS and within the timelines specified in Bid Information Sheet;
- n) **“Eligibility Criteria”** shall mean the Criteria as set forth in Section 4 this RfS;
- o) **“IEC”** shall mean International Electro-Technical Commission;
- p) **“kWh”** shall mean Kilo Watt Hour;
- q) **“kWp”** shall mean Kilo Watt Peak;
- r) **“Letter of Allocation” or LoA** shall mean the letter issued by RREC to the Successful Bidder after Contract Or Agreement to take up the work pursuant to this RfS for implementation of Rooftop Solar Photovoltaic Power Projects in the Allocated Zone in pursuant to this RfS;
- s) **“Levelized Tariff”** shall mean the fixed tariff offered by the Bidder for 25 (Twenty Five) years from the date of commissioning of the Rooftop Solar Photovoltaic Power Project under the Scope of work as per this RfS;
- t) **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
- u) **“MWp”** shall mean Mega-Watt peak;
- v) **“Operations and Maintenance” or O&M** shall mean Operation and Maintenance of Rooftop Solar Photovoltaic Power Projects for 25 (Twenty Five) years from the date of its commissioning;
- w) **“Parent Company”** shall mean a company that holds at least 51% (Fifty One percent) of the paid-up equity capital directly or indirectly in Bidder’s company, as the case may be;
- x) **“Price Bid”** shall mean online Bid, containing the Levelized tariff quoted by the Bidder in Rs./kWh (Rupees per unit of electricity) as per ANNEXURE-5 of this RfS;
- y) **“Project Company”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with Section-6 of this RfS;

- z) **“Project Sanction Documents”** shall mean the documents to be submitted by the Successful Bidder(s) to RREC, which includes **Service Level Agreement**;
- aa) **“Project Timeline”** shall mean the time allowed for commissioning of Rooftop Solar Photovoltaic Power Project according to LoA under Contract/Agreement from RREC.
- bb) **“Qualified Bidder(s)”** shall mean the Bidder(s) who, after evaluation of its Technical Bid(s) as per Section 8, stands qualified for opening and evaluation of the Price Bid(s);
- cc) **“RESCO”** shall mean Renewable Energy Service Companies
- dd) **“Request for Selection” or RfS** shall mean this document and all related Annexure/Formats, etc.;
- ee) **“RESCO Model”** shall mean the arrangement wherein the Rooftop Owner and the RESCO mutually agree on terms and conditions and enter into Service Level Agreement for supply of electricity for 25 (Twenty Five) years from the Rooftop Solar Photovoltaic Power Project at a tariff as determined through this RfS from the date of its Commissioning;
- ff) **“Rooftop Solar Photovoltaic” or RTS** shall mean Solar Photovoltaic array/system installed on the flat /inclined roof of the building/elevated platform on metallic or concrete structure at minimum 10 (Ten) feet above ground level/Ground mounted system (in places where sufficient shadow free rooftop area is not available). In such instance up to 40%(Forty percent) Solar Photo-voltaic array/system capacity can be accommodated on nearby unutilized land subject to the RREC’s approval;
- gg) **“RfS Process”** shall mean the process adopted by RREC in carrying out the allocation of Selected Zones to the Bidder(s) in pursuant to this RfS;
- hh) **“Rooftop Owner”** shall mean person Authorized Or head of office /Department of the Government RESCO to install RTS Project on its rooftop in pursuant to this RfS;
- ii) **“RREC”** shall mean Rajasthan Renewable Energy Corporation Limited, working as a State Nodal Agency for promoting and developing Non-conventional Energy Sources in the state of Rajasthan;
- jj) **“RTS Project”** shall mean the Rooftop Solar Photovoltaic Power Project to be implemented by the RESCO(s) in the Allocated Zone(s) in pursuant to this RfS process;
- kk) **“Selected Zones”** shall mean Zone-A, Zone-B and Zone-C selected by RREC for implementation of RTS Projects in Rajasthan under this RfS Process;
- ll) **“Service Level Agreement” or SLA** shall mean agreement entered by the Rooftop Owner with the RESCO(s) for purchase of electricity at the Levelized Tariff determined through this RfS process.

- mm) **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956/2013 or under the provisions of any other applicable governing law;
- nn) **“Successful Bidder(s)”** shall mean the Bidder(s) selected by RREC pursuant to this RfS for implementation of RTS as per the terms of this RfS, and to whom LoA has been issued;
- oo) **“Wp”** shall mean Watt peak;
- pp) **“Zone-A”** shall mean **DIVISIONAL HEAD QUARTER** of Jaipur in Rajasthan selected by RREC for implementation of RTS Projects on Govt. offices and PSU’s Buildings identified by Bidder(s) pursuant to this RfS Process. The proposed allocated capacity in Zone-A shall be 2 MW (Two Megawatt) for the purpose of this RfS.
- qq) **“Zone-B”** shall mean **DIVISIONAL HEAD QUARTERS** of Bikaner, Ajmer and Jodhpur collectively, selected by RREC for implementation of RTS Projects on Govt. offices and PSU’s Buildings identified by Bidder(s) pursuant to this RfS Process. The proposed allocated capacity in Zone-B shall be 1.5 MW (One and Half Megawatt) for the purpose of this RfS.
- rr) **“Zone - C”** shall mean **DIVISIONAL HEAD QUARTERS** of Kota, Bharatpur and Udaipur collectively, selected by RREC for implementation of RTS Projects on Govt. offices and PSU’s Buildings identified by Bidder(s) pursuant to this RfS Process. The proposed allocated capacity in Zone - C shall be 1.5 MW (One and Half Megawatt) for the purpose of this RfS.

**Note: INTERPRETATIONS**

- a. Words comprising the singular shall include the plural and vice versa.
- b. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- c. A Time of Day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time (IST).
- d. Different parts of this RfS are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this RfS, they shall be interpreted in a harmonious manner so as to give effect to each part.
- e. The table of contents and any headings or sub headings in this RfS has been inserted for case of reference only and shall not affect the interpretation of this RfS.

## SECTION 2:INTRODUCTION

### **Background**

1. The Ministry of New and Renewable Energy (MNRE), Government of India (GoI) has allocated target capacity of 2300 Mega Watt (MW) Grid Connected Rooftop Solar (RTS) systems in the state of Rajasthan for promotion of large scale grid connected Rooftop Solar Photovoltaic Power Projects (RTS Projects).
2. Rajasthan Renewable Energy Corporation Limited (RREC) wishes to select competent, experienced and financially sound Bidder(s) to design, supply, erect, test and commission including operations and maintenance (O&M) for 25(Twenty Five) years from the date of commissioning of RTS Projects on the Buildings identified by the Bidder(s), in Selected Zones in Rajasthan.
3. RREC will request, through a Request Letter, State level Departments for sharing the list of buildings which can be considered by the Bidder(s) for implementation of RTS Projects under this RfS Process.
4. **Zone – A** shall include **DIVISIONAL HEAD QUARTER** of Jaipur with a proposed allocated capacity of 2MW of RTS Projects under this RfS process.
5. **Zone –B** shall include **DIVISIONAL HEAD QUARTERS** of Bikaner, Ajmer and Jodhpur with a cumulative proposed allocated capacity of 1.5MW of RTS Projects under this RfS process.
6. **Zone –C** shall include **DIVISIONAL HEAD QUARTERS** of Kota, Bharatpur, Udaipur with a cumulative proposed allocated capacity of 1.5 MW of RTS Projects under this RfS process.
7. Total proposed allocated capacity of RTS Projects is 5 MW. Additional capacity up to 50% over and above the proposed allocated capacity can be allowed in either or all the Zones, subject to mutual consent between RESCO(s) and RREC, and subsequent approval from the State Government.

### **Regulatory Framework for RTS Projects in Rajasthan**

8. RERC has issued “Regulation for Net Metering and Grid Connectivity” on 26th February, 2015. RESCO(s) installing RTS Projects shall be governed by the rules and regulations of Net Metering Regulations as notified by RERC and amended from time to time.
9. Net metering is a concept wherein the electricity generated from the RTS Project can be consumed by the Project Owner/ Building Owner (as applicable) and in case of excess, it can be injected into the Distribution Utility’s grid. Further, in case of

deficit generation from RTS Project compared to the electricity requirement of the consumer, electricity can be drawn from the Distribution Utility's grid.

10. Rooftop Owner will inject the energy generated from RTS Project to the Discom(s) and get compensation as per norms, if the net energy supplied to the Distribution Utility's grid by the RTS Project is more than the energy imported from the grid in a particular billing cycle, subject to terms and conditions defined in the Rajasthan Net Metering Regulations, 2015.
11. Standalone systems are not allowed under this scheme. The system shall be grid-interactive based on Net-Metering arrangement to be eligible under this RfS.

### **SECTION 3: SCOPE OF WORK**

**The Scope of Work for the RESCO(s) shall include the following:**

1. Identification and Due-Diligence of State Government buildings/State Government undertaking buildings in the Allocated Zone(s).
2. Entering into Service Level Agreement (SLA) with Rooftop Owner, valid for 25 (Twenty Five) years for supply of electricity generated from the RTS Project.
3. Design, supply, erection, testing and commissioning including O&M for 25 (Twenty Five) years from the date of commissioning of RTS Projects on the Buildings identified by Bidder(s) in Allocated Zone(s) in Rajasthan.
4. Interconnect the RTS Project with the Distribution Utility's grid for sale of excess electricity post consumption of the electricity generated from the RTS Project, by the Rooftop Owner.
5. Responsible for the Agreements such as Net Metering Inter-connection Agreement, entered into by the Rooftop Owner in pursuant to the RTS Project.
6. Responsible for taking all required Statutory, Regulatory, Commercial and Technical approvals in pursuant to RTS Project.
7. Performing other activities as part of this RfS or SLA or as decided mutually by the involved parties.

#### **Buildings for RTS Projects.**

8. RESCO(s) shall be responsible for identification of State Government buildings/State Government undertaking buildings at Divisional Head Quarters of Rajasthan including but not limited to Rooftops, Land area and Campus in the Selected Zones for implementation of RTS Projects.
9. RESCO(s) to ensure selection of such buildings where the probability of dismantling the RTS project for the lifetime is least to avoid risk of shifting of RTS Projects after its Commissioning.

#### **Size of RTS Projects**

- a) The Minimum capacity of any single RTS Project shall be 25kW in either of the Zones.
- b) Any single RTS Project may however comprise of several rooftop units owned by single rooftop owner. Each rooftop unit can separately connect with the grid and may have separate meters.



## **SECTION 4: ELIGIBILITY CRITERIA OF BIDDER**

### **1. ESTABLISHMENT**

The Bidder(s) shall either be a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment(s) thereto and engaged in the business of Solar Power/Renewable Energy (RE).

OR

The Bidder(s) shall either be a body incorporated in India under the Limited Liability Partnership Act, 2008, a Subset of companies Act, 2003 and engaged in the business of Solar Power/Renewable Energy(RE).

OR

The Bidder(s) shall be a firm registered under partnership Act in India and engaged in the business of Solar Power/Renewable Energy (RE).

OR

The Bidder should be a firm registered as sole proprietor under Shop Act. A copy of certificate of TIN Number should be furnished along with the bid in support of above.

### **2. EXPERIENCE**

The Bidder(s) shall have cumulative experience of commissioning at least 500 (Five Hundred) kWp Grid connected Solar Photovoltaic Power Project(s) prior to the Bid Submission Date.

The details of the Project(s) executed during period mentioned above shall be listed in ANNEXURE-3. Certificate issued by the State Nodal Agency (SNA)/Government Organization/Solar Energy Corporation of India (SECI)/ Project owner or Rooftop Owner towards the satisfactory installation and functioning of the Project(s) shall be furnished compulsorily by the Bidder(s).

### **3. FINANCIALCOMPETENCE**

The Bidder(s) shall have a minimum Average Annual Turnover of Rs. 10.0 Crores (Rupees Ten Crores Only)for last 03 (Three) Financial years. In case Audited Accounts are not available for last FY, the Bidder(s) shall submit Provisional Annual Accounts for the last FY duly authorized by Board of Directors of the Bidder(s), subject to submission of Audited Annual Accounts for last FY as and when available.

### **4. OTHERS**

4.1 Tenderers should have their local office in Rajasthan and be appropriately registered with Rajasthan State Sales Tax and other related departments on or before date of submission of bid.

4.2 Details of 'Sales & after Sales Service Centre' existing and proposed to be set up in the State of Rajasthan should be submitted as per Annexure 4.

Note: (i) The tenderer must fill up above information clearly in enclosed sheet and attach all required documents in support as at a glance in Techno - Commercial bid.

(ii) If supporting documents are not attached for each eligible criterion above, the bid shall be rejected without further reference.

## **SECTION 5 : GENERAL TERMS AND CONDITIONS**

1. This RfS is not transferable.
2. All costs towards site visit and submission of document(s) etc. shall be borne by the Bidder(s) themselves.
3. The Bidder(s) are informed that RREC is neither under any obligation to select any Bidder, nor to give any reason for either qualifying or disqualifying any Bidder. RREC is also not under any obligation to proceed with the Programme or any part thereof.
4. At any time prior to opening of the Price Bid(s), RREC either at its own initiative or in response to clarifications requested by a prospective Bidder(s) may modify the RfS by issuing an amendment. Such amendment(s) shall be uploaded on the e-procurement website.
5. After opening of the Bid(s) and till final selection of Successful Bidder(s), no correspondence of any type shall be entertained, unless called for by RREC. Any type of uncalled for clarifications on prices and or rebates shall not be accepted and addressed by RREC.
6. This is a zero deviation bidding process. Bidder(s) shall ensure compliance with all the provisions of this RfS and submit their Bid(s) accordingly. Bid(s) with any deviation to the RfS shall be liable for rejection.
7. If a Bidder imposes conditions, which are in addition to/or in contravention with the conditions mentioned herein, its Bid is liable to be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the LoA issued by RREC.
8. RREC will review the Bid(s) to determine whether the Bid(s) is substantially responsive to the requirement of this RfS. Bid(s) considered non-responsive shall be liable for rejection.
9. RREC shall take up detailed evaluation of the responsive Bid(s) only.
10. Bidder(s) must quote the Price(s) strictly in the manner as indicated in the price schedule, as per ANNEXURE-5, (ONLINE ONLY) failing which their Bid(s) is liable for rejection.
11. Bidder(s) shall sign the Bid on each page as token of acceptance of all the terms and conditions and upload with the Bid along with the declaration as per ANNEXURE-2.

12. The Bidder(s) are required to study carefully the conditions of this RfS, the enclosed specifications and the relevant provisions of the relevant BIS/IEC/MNRE specifications, wherever necessary before submitting the Bid.
13. All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. All agreement(s) and correspondence(s) between the RREC and the Bidder(s) shall be in English language.
14. Any printed literature furnished by the Bidder(s) may be in another language, provided that this literature is accompanied by an English translation, in which case, for the purpose of interpretation of the document, the English version shall prevail.
15. Bid Validity: Bid(s) shall be valid for a period of 06 (Six) months from the last date of submission of the Bid, as specified in Bid Information Sheet. Bid(s) with validity of less than 06 (Six) months from last date of submission of bid shall not be considered. The validity can be further extended with mutual consent of the Bidder(s) and RREC.
16. **Earnest Money Deposit**  
The Bidder(s) shall furnish EMD of Rs 24 Lacs (Rupees Twenty Four Lacs Only)\*by way of DD/Bankers Cheque in favour of Managing, Director, RREC, payable at Jaipur.

OR

Bank Guarantee of Rs. 24.00 Lacs (Rupees Twenty Four Lacs Only) of Nationalized or scheduled bank (valid for six months from last date of submission of bid) in favour of Managing Director, RREC, Jaipur.

Only Government undertakings PSUs are exempted from EMD on producing relevant certificate from authority in Hard Copy in envelope and also online in Cover-1.

In case of Small Scale Industries of Rajasthan EMD shall be Rs 6.0 Lacs and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, EMD shall be 12.00 Lacs.

17. Bid(s) without EMD or any change in applicable amount of EMD by RESCO(s) shall be rejected and treated as non-responsive by RREC. No interest will be paid on the amount of EMD.

18. EMD may be forfeited if-
  - i. A Bidder withdraws its Bid before Bid validity,
  - ii. A Bidder submits false information,
  - iii. A Successful Bidder fails to sign the LoA within the stipulated time,
  - iv. A Successful Bidder fails to furnish the applicable Security Deposit within stipulated time.
19. EMD shall be refunded to the unsuccessful Bidder(s) after finalization of the Bid(s) and signing of LoA with Successful Bidder(s).
20. **Security Deposit:** The RESCO has to submit Security Deposit in the form DD/Banker Cheque of Rs 60Lacs (for Zone-A) and Rs 45 Lacs (each for Zone-B&C). Security Deposit can also be deposited in the form of Bank Guarantee. The initial validity of BG shall be 30 months from the date of LoA.
21. In case of SSI Units of Rajasthan Security Deposit shall be Rs 12.0 Lacs for Zone-A and Rs 9.0 Lacs each for Zone-B and C. Government Undertakings PSUs are exempted from furnishing of SD.
22. The Earnest Money (in case of successful bidders) may be utilized as part of Security Deposit if desired by the bidder.
23. The Earnest Money of successful tendered will be adjusted (if deposited as DD/Bankers Cheque) towards security deposit against order value at the time of LoA.
24. The tenderer may deposit balance amount of Security Deposit in the form of DD (if willing to adjust EMD in SD)

Or

25. In way of Bank guarantee valid for 30 months from date of agreement for full amount of SD, (If supplier is willing to submit the total SD amount in form of BG. BG of EMD deposited will be refunded than.).
26. The RESCO can request RREC for release of SD it shall be returned after ONE Year from the date of successful installation of last system with submission of commissioning certificate and after ascertaining satisfactory performance from Rooftop Owner for a period of One Year
27. RREC at its sole discretion to cancel the Allocated Capacity and forfeit 100% (One Hundred percent) of EMD, in case Security Deposit is not submitted within scheduled time with signing of LoA. Part Security Deposit shall not be accepted.
28. Security Deposit shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee, as per ANNEXURE 8.
29. **Bidder's Consortium**  
Consortium Bid(s) shall be acceptable from Bidder(s) as under :

- 29.1 The lead member of the Consortium shall submit “Consortium Agreement as given in the ANNEXURE-11.
  - 29.2 The lead member shall undertake the responsibility for all obligations and liabilities relating to the RTS Project and in accordance with the terms of this RfS.
  - 29.3 The work will be awarded to the lead member and RREC will acknowledge other Consortium members in LoA and other communication(s).
  - 29.4 All payments from RREC will be made only to the lead member.
  - 29.5 Each Consortium must nominate a lead member of the Consortium and must submit the Power of Attorney by all the members of the Consortium in favor of the lead member, as attached in ANNEXURE-9.
  - 29.6 Bid(s) shall contain the information required for each member of the Consortium.
  - 29.7 Only 1 (One) agreement with only 1 (One) party will be accepted under the Consortium Agreement, which means that there shall be separate agreement for each Consortium member(s) with the lead member.
  - 29.8 Any company applying as a sole Bidder cannot at the same time be member of any Consortium(s) applying for this RfS. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this RfS.
  - 29.9 The member(s) of the Consortium shall be jointly liable for the execution of the RTS Project(s) in accordance with the terms of the LoA, however, RREC will interact only with the lead member who shall own all liability and responsibility on behalf of the Consortium.
  - 29.10 A Consortium as a whole must be a sound entity both technically and financially.
- 30. Right to Withdraw the RfS and to Reject any Bid**
- 30.1 This RfS may be withdrawn or cancelled by RREC at any time without assigning any reasons thereof. RREC further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
  - 30.2 RREC reserves the right to interpret the Bid(s) submitted by the Bidder(s) in accordance with the provisions of this RfS and make its own judgment regarding the interpretation of the same. In this regard, RREC shall have no liability towards any Bidder and no Bidder shall have any recourse to RREC with respect to the selection process. RREC shall evaluate the Bid(s) using the evaluation process specified in SECTION 8: BID EVALUATION AND IDENTIFICATION AND ALLOCATION OF WORK TO RESCO, at its sole discretion. RREC’s decision in this regard shall be final and binding on all the Bidders.
  - 30.3 RREC reserves its right to vary, modify, revise, amend or change any of the terms and conditions of this RfS before Bid Deadline. The decision regarding acceptance of the Bid(s) by RREC shall be full and final.
  - 30.4 RREC reserves its right to cancel any or all of the contracts/LOA from Bidder(s) at any time without assigning any reasons thereof and without incurring any liability on any account.

## **SECTION – 6: SPECIAL CONDITIONS OF CONTRACT**

### **Signing of SLA**

1. RESCO(s) shall enter into SLA, as per the format attached in ANNEXURE-12 with Rooftop Owner for implementation and O&M of the RTS Project for 25 (Twenty Five) years at the Tariff determined through this RfS. RESCO and Rooftop Owner with their Mutual Consent may alter minor terms and conditions as suitable for implementation of Rooftop Project which does not affect the sole conditions of RfS Document.
2. SLA and all other agreements shall generally have reference to RfS No. TN-06/2016-17 for the capacity allocated with provisions and all terms and conditions, technical specification and performance parameter in line with the RfS against which LoA has been issued.

### **Incorporation of a Project Company**

3. RESCO(s) are allowed to incorporate a Project Company. The Bidder(s) shall be responsible to get all clearances required/obtained in the name of the Bidder(s) transferred in the name of the Project Company.

### **Forfeiture of security deposit**

4. If 90% of the total allocated capacity not completed within the time line or extended period (if any), 100% of the Security Deposit shall be forfeited and contract agreement shall be deemed to be terminated with immediate effect.

### **Liquidated Damages**

5. RESCO(s) shall install the RTS Projects for the capacity allocated in LoA as per the technical specifications given in ANNEXURE-22 of this RfS and timelines specified under Section -9
6. On successful installation of the RTS Projects, Installation Certificate shall be issued to RESCO(s).
7. In case of delay in commissioning of the Allocated Capacity beyond Project Timelines, considering extension if any, RESCO(s) shall be liable to pay Liquidated Damages.
8. The authorization for installing the RTS Project can be repudiated at any time by RREC, if the systems are not installed to its satisfaction. The reasons for repudiation shall be recorded by RREC. In case of non-performance in any form and shape of the terms and conditions of the Agreement, the MD, RREC,

Jaipur has the power to cancel the authorization pertaining to the supply and installation of systems.

9. The time specified for completion of work in the SLA shall be deemed to be the essence of the SLA and the successful RESCO(s) shall arrange to complete work within the period. If RESCO(s) does not comply to his proposed schedule for the completion of the project MD, RREC may at its discretion to allow an extension in time of completion, subject to recovery from the RESCO(s) an agreed liquidated damages in the following manner. {i.e. the amount of LD shall be calculated considering project cost @ Rs 60/Wp on below }:-

- (a) Delay up to 45 days of the prescribed delivery period: 2.5% of balance project cost.
- (b) Delay exceeding 45 days upto 90 days but not exceeding half of the prescribed delivery period: 5% of balance project cost.
- (c) Delay exceeding 90 days upto 135 days of the prescribed delivery period: 7.5% of balance project cost.
- (d) Delay exceeding 135 days upto 180 days of the prescribed period: 10% of balance project cost.

- I. Fraction of a day in reckoning the period of delay in completion of work shall be treated one full day.
- II. The maximum amount of agreed liquidated damages shall be 10% of balance project cost.
- III. If the RESCO requires an extension of time in completion of contractual period on account of occurrence of any hindrance, he shall apply in writing to the authority for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of work.
- IV. Delivery period may be extended with or without liquidated damages on the merits of the case, if the delay in completion period is on account of hindrances beyond the control of the bidder. In case of extension approved with liquidated damages, the amount of LD, as per clause no. 9 of this section, shall be deposited by RESCO with RREC in the form of DD/ Bankers cheque.

### **Grid Connectivity and Metering**

- 10. Metering and Grid Connectivity of the RTS Project as per this RfS shall be the responsibility of the RESCO(s) in accordance with the RERC Net Metering Regulations, 2015 or as amended from time to time.
- 11. RESCO(s) shall be responsible for obtaining required approvals and clearances for connectivity of the RTS Project(s) with the Distribution Utility's grid. Distribution Utility will issue a consent letter to RESCO(s) for inter-connecting the RTS Project with its grid.

12. The Rooftop Owner shall apply to Distribution Utility for Inter-connection of the RTS Project with its grid as per ANNEXURE-23.
13. The Rooftop Owner shall pay Application fee as per Net-Metering Guidelines.
14. Distribution Utility shall acknowledge the receipt of application received from the Rooftop Owner as per ANNEXURE-24.
15. Distribution Utility will issue a synchronization letter to Rooftop Owner, which shall be submitted to RREC by Rooftop Owner.
16. RESCO(s) shall bear the entire cost of metering arrangement provided including its accessories. Any applicable charges towards installation of RTS Projects shall be paid to the Distribution Utility or any other agency by RESCO(s).
17. The installation of meters including Current Transformer (CT) and Potential Transformer (PT), wherever applicable, shall be carried out by RESCO(s) as per the procedures of the Distribution Utility with its permission
18. Rooftop Owner and Distribution Utility shall enter into Net-Metering Inter-connection Agreement as per ANNEXURE-25.

#### **Project Commissioning by RESCO(s)**

19. **Application for Commissioning Certificate:**

When RESCO(s) fulfill all of its obligations, it shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall issue to RESCO(s) the Completion Certificate within 7 (Seven) days after receiving an application from rooftop owner (which shall be provided to rooftop owner by the RESCO), after verifying the completion documents and satisfying itself that the work has been completed in accordance with and as set out in this RfS.
20. **Project Completion Report (PCR)**

RESCO(s) shall submit the Project Completion Report (PCR) in soft copy and as well as in Hard copy after Commissioning of the RTS Project as per the scope of this RfS to RREC, in the prescribed format attached in ANNEXURE-14. Non submission of the PCR shall be considered as “Breach of Contract” and shall attract punitive actions as per the relevant provisions of the RfS.



## **21. Delay attributable to Rooftop Owner**

- 21.1 The Rooftop Owner shall intimate the RESCO for relocation of the RTS Project due to reasons attributable to Rooftop Owner, such as, construction work on rooftop, ownership transfer, and relocation of Rooftop Owner.
- 21.2 RESCO shall undertake feasibility study to assess if the roof can be utilized for relocating the RTS Project.
- 21.3 It is the onus of the Rooftop Owner to provide the alternate rooftop to the RESCO in case of need for relocating the RTS Project post commissioning. In such cases when the Rooftop Owner is unable to provide the rooftop to RESCO, it shall be compensated by the Rooftop Owner in the following manner:
- a) *Cost of dismantling RTS Project at the rate of Rs.4/Wp.*
  - b) *Cost of Re-installing of RTS Project at the rate of Rs. 6/Wp the capacity to be installed when the roof is made available.*
- 21.4 In such cases when the Rooftop Owner is able to provide the rooftop to RESCO for a part/entire of the capacity commissioned on the said rooftop (re-installed Allocated Capacity), it shall be compensated by the Rooftop Owner in the following manner:
- a) *Cost of dismantling RTS Project at the rate of Rs. 2/Wp for the capacity relocated to the alternate rooftop.*
  - b) *Cost of Re-installing of RTS Project at the rate of Rs. 4/Wp for the capacity relocated to the alternate rooftop.*
- 21.5 Rooftop Owner shall pay the compensation to RESCO equal to the amount derived as per the mechanism under the clause 21.3 or 21.4 within 30 (Thirty) days of relocation of the RTS Project(s).
- 21.6 If the RESCO(s) is unable to generate electricity for more than 3(Three) months or is intimated by the Rooftop Owner of disruption for the period of 3 (Three) months or more, RESCO(s) shall be allowed to terminate the Service Level Agreement with the Rooftop Owner, after giving 30 (Thirty) days of prior intimation.
- ## **22. Type and Quality of Materials and Workmanship**
- 22.1 The design, supply, erection, testing, commissioning and performance of the equipment shall be in accordance with relevant appropriate IEC/ Indian Standards as detailed in this RfS (Technical specifications in ANNEXURE-22.

Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

- 22.2 Any equipment which has not been specifically mentioned in this RfS but which are necessary for the design, supply, erection, testing, commissioning and performance or completeness of the RTS Project shall be provided by the RESCO(s) without any extra cost and within the time schedule for efficient and smooth O&M of the RTS Project.

**23. Project Operation**

RESCO(s) shall be allowed to generate and supply electricity to the Rooftop Owner post commissioning of the RTS Project.

**24. Invoicing by RESCO**

- 24.1 RESCO(s) shall raise an invoice on monthly basis with details of number of units supplied on the basis of Solar Meter Reading during the month to the Rooftop Owner and applicable tariff (as approved under this RfS process), as per ANNEXURE-17.

- 24.2 The Rooftop Owner shall pay the Invoice amount within 30 (Thirty) days from the date of Invoice. After 30 (Thirty) days, interest at the rate of 8% per annum shall be levied over and above the outstanding Invoice amount.

**25. Project Performance Report (PPR)**

- 25.1 RESCO(s) shall submit Yearly PPR mandatorily to RREC as specified in format attached in ANNEXURE-16. Non submission of the PPR shall be considered as “Breach of Contract” and shall attract punitive actions as per the relevant provisions of the RfS.

- 25.2 RESCO(s) shall ensure efficient O&M for 25 (Twenty Five) years from the date of commissioning of the RTS Project.

**26. O&M Guidelines to be followed by RESCO(s)**

- 26.1 The RESCO(s) shall be responsible for all the required activities for successful O&M of the RTS Project for a period of 25 (Twenty Five) years from the date of commissioning of the RTS Project.

- 26.2 O&M of the RTS Project shall be in compliant with the requirements specified in this RfS as per SLA.

- 26.3 RESCO(s) shall depute qualified and experienced engineer/technicians till the O&M period at the Project site, if required

- 26.4 RESCO(s) shall perform periodic cleaning of solar modules, or as and when required
- 26.5 RESCO(s) shall coordinate with Rooftop Owner as per the requirement for Joint Metering Reading (JMR). The representative of RESCO(s) shall take JMR in presence of Rooftop Owner on a monthly basis. RESCO(s) shall furnish generation data (JMR) each month to Roof top Owner positively within first 15 (Fifteen) days of the following month.
- 26.6 RESCO(s) shall undertake online performance monitoring, controlling, troubleshooting, maintaining of logs and records. A maintenance record register shall be maintained by RESCO(s) with effect from commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- 26.7 For any issues related to O&M, the Rooftop Owner shall intimate RESCO(s) to resolve the issue within 7 (Seven) days. If not attended within the stipulated time, a complaint may be raised to RREC, pursuant to which, a penalty of Rs. 10,000 (Rupees Ten Thousand Only) or more may be imposed on RESCO(s). RREC may impose penalty of Rs. 50,000 (Rupees Fifty Thousand Only) or RREC can terminate part/entire Allocated capacity in the Allocated Zone.
- 26.8 If any jobs covered in O&M scope as per this RfS are not carried out by the RESCO(s) during the O&M period, the Engineer-In-Charge shall take appropriate action as deemed fit. RREC reserves the right to make surprise checks/inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the RESCO(s).
- 26.9 Failure to adhere to above instructions will result in penal action including debarring from participating in next Bid.
- 27. Breach of Conditions of RfS**
- 27.1 In the event of breach of any of the conditions of the Agreement any time on the part of the RESCO(s), the Agreement may be terminated summarily by Managing Director, RREC, Jaipur without compensation to the RESCO(s) and SD Deposited by the RESCO(S) will be forfeited.

## **28. Insurance**

28.1 RESCO(s) 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 SLA. Before commencement of the work, the RESCO(s) shall 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 SLA. Liquidation, death, bankruptcy etc., shall be the responsibility of the RESCO(s).

28.2 RESCO(s) shall be responsible for safe usage of rooftop available and any of the work of RESCO(s) shall not degrade the rooftop, for example, puncture to an extent of affecting the strength of the rooftop. RESCO(s) shall be liable for penalty in case of any misuse of the available rooftop.

## **29. Tax Exemptions**

29.1 Price Bids are invited inclusive of Taxes and duties. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned department of Government of India or Government of Rajasthan, as applicable, by the Bidder. RREC in no case will be responsible for providing any tax exemptions to the Bidder.

## **30. Deductions of the Quoted Price**

30.1 All costs, damages or expenses which RREC may have paid or incurred, which under the provisions of the Agreement, RESCO(s) are liable/shall be liable, for compensation to RREC. All such claims shall be billed by the RREC to the RESCO(s) within 15 (Fifteen) days of the receipt of the payment request and if not paid by RESCO(s) within the said period, the RREC may, then, deduct the amount from any money due or becoming due to RESCO under the Agreement or may be recovered by actions of law or otherwise, if RESCO(s) fails to satisfy the RREC of such claims.

## **31. Corrupt or Fraudulent Practices**

31.1 The RREC requires that RESCO(s) shall follow the highest standards of ethics during the execution of scope of work, as defined in this RfS. In pursuance of this RfS, RREC

**31.1.1** Defines, for the purposes of this provision, the terms set forth as follows:

- 1) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Bid process or in contract execution; and
  - 2) “fraudulent practice” means a misrepresentation of facts in order to influence the Bid process or the execution of an Agreement to the detriment of the RREC/Government scheme, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the RREC of the benefits of free and open competition;
- 31.1.2 Will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a Government contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government/ RREC schemes.

**32. Debarred from Participating in RREC’s Bid**

- 32.1 RREC reserves the right to carry out the performance review of each of the RESCO(s) from the time of submission of Bid. In case it is observed that a RESCO(S) has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RfS, such RESCO(s) may be debarred from participating in RREC’s any future Bid for a period as decided by the MD, RREC.
- 32.2 Any rooftop(s) on which RTS Project(s) has been installed or commissioned before the issue of LoA shall be construed as fraudulent activity in which case RESCO(s) may be debarred from participating in RREC’s future Bid for a period as decided by the MD, RREC. However, such locations may be used for installation of additional capacity with the prior approval of the MD, RREC.

**33. Applicable Law**

- 33.1 This RfS shall be interpreted in accordance with the laws of the Union of India.

**34. Settlement of Dispute**

- 34.1 Legal proceedings, if any, arising out of this RfS shall have to be lodged in courts situated in Jaipur, Rajasthan only.

- 34.2 If any question is raised or issue arises between the Rooftop Owner(s) and RESCO(s), and matter is taken to a consumer court, RREC shall not be responsible in any manner and shall not be made a party in it.
- 34.3 If any dispute of any kind whatsoever arises between RREC and RESCO(s) in connection with or arising out of this RfS including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.
- 34.4 If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 (Forty Five) days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.
- 34.5 In all other cases, any dispute submitted by any party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below:
- a) Rooftop Owner and RESCO(s) shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within 30 (Thirty) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.
  - b) If one party fails to appoint its arbitrator within 30 (Thirty) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
  - c) If for any reason an arbitrator is unable to perform its function, the mandate of the arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned under **clause 33** and a substitute shall be appointed in the same manner as the original arbitrator.
  - d) Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Jaipur, Rajasthan.

- e) The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
  - f) The arbitrator(s) shall give reasoned award.
- 34.6 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
- 34.7 The Cost of arbitration shall be equally shared between the RESCO(s) and Rooftop Owner

**35. Force Majeure**

- 35.1 For purpose of this clause, "Force Majeure" means an event beyond the control of the RESCO(s) and not involving the RESCO's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes, etc. Whether a "Force majeure" situation exists or not, it shall be decided by RREC and its decision shall be final and binding on the RESCO(s) and all other concerned parties.
- 35.2 If a force majeure situation arises, the RESCO(s) shall notify RREC in writing promptly, not later than 14 (Fourteen) days from the date such situation arises. RESCO(s) shall notify RREC not later than 3 (Three) days of cessation of force majeure conditions. After examining the cases, RREC shall decide and grant suitable additional time for the completion of the work, if required.

**36. Grievance Redressal Mechanism**

- 36.1 In case any Bidder is aggrieved against decision or action of any agency involved in the Bidding process, can take appropriate actions as defined in ANNEXURE-19.

**37. Miscellaneous Conditions**

- 37.1 The Rooftop Owner shall allow easy access to the Authorized Representative and/or to the person(s) authorized by the Authorized Representative of RESCO(s) for:

| S.No | Activities   |
|------|--|
| 1    | Site inspection for shadow free rooftop area available                                     |
| 2    | Site Inspection for assessing the structural requirements for installation of the Project, |
| 3    | Designing of layout for installation of the RTS Project,                                   |
| 4    | Carrying component and equipment to the rooftop of the Building,                           |
| 5    | Installation of the Project including civil works,   |
| 6    | Erection and Testing of components,  |
| 7    | Commissioning of the Project,  |
| 8    | Inter-connection of the Project with Grid,   |
| 9    | O&M of the Project,  |
| 10   | Regular meter reading,   |
| 11   | Resolution of complaints,  |
| 12   | Any other work as may be necessary for efficient O&M of the Project                        |

37.2 RESCO(s) shall not transfer, assign or sublet the work under this RfS or any substantial part thereof to any other party without the prior consent of RREC in writing.

37.3 RESCO(s) or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of RREC and Rooftop Owner.

37.4 RESCO(s) or its subcontractors shall not make any other use of any of the documents or information of this RfS, except for the purposes of performing as per this RfS.

37.5 RREC will not be bound by any Power of Attorney granted/issued by the RESCO(s) or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by RREC after obtaining proper legal advice, the cost of which will be chargeable to the concerned RESCO(s).

### **38. Successors and Assignees**

38.1 In case RREC or RESCO(s) undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization and this RfS is assigned to any entity(ies) partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor entities and shall continue to remain valid with respect to obligation of the successor entities.

### **39. Severability**

39.1 It is stated that each paragraph, clause, sub-clause, schedule or annexure of this RfS shall be deemed severable and in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph,



clause, sub-clause, schedule annexure and rest of the Agreement shall continue to be in full force and effect.

**40. Rights and Remedies only for the Parties**

40.1 This RfS is not intended and shall not be construed to confer on any person other than the RREC and RESCO(s) hereto, any rights and/or remedies herein.

**41. Other**

41.1 IF: (A)

- (i) Any bidder after qualifying for opening of financial bid withdraws without valid grounds, from the procurement process, RREC will forfeit the deposited amount as EMD of the bidder with RREC and take action for debarring and blacklisting of firm.
- (ii) Any bidder after opening of financial bids and deciding L-1 withdraws without valid grounds, from the procurement process, RREC will forfeit the deposited amount as EMD of the bidder with RREC and take action for debarring and blacklisting of firm.
- (iii) Any bidder after deciding and matching L-1 withdraws without valid grounds, from the procurement process, RREC will forfeit the deposited amount as EMD of the bidder with RREC and take action for debarring and blacklisting of the firm.
- (iv) Any bidder after award of work fails to provide procurement contract, any other document or security deposit required in terms of the bidding documents, RREC will forfeit the deposited amount as EMD of the bidder with RREC and take action for debarring and blacklisting of the firm.

In addition to the recourse available in the bidding documents or the contract, be punished with fine which may extend to fifty lakh rupees or ten percent of assessed value of total procurement, whichever is less.

41.2 IF: (B)

When a tenderer is unable to complete the work within the specified or extended period. It will be treated as breach of contract and it will cause of forfeit security deposit against total awarded quantity under contract and RREC will take action for debarring and blacklisting of firm. Further be punished with the fine which maybe extend to fifty lacs rupees and TEN PERCENT of assessed value of total procurement whichever is less and MD, RREC shall be entitled to award the work to other tenderer/agency without notice to the tenderer but on his (i.e. tenderer's) account and risk, the goods or any part thereof which the tenderer has failed to complete or if not available, the best and nearest available substitute thereof, or to cancel the contract of such work. In such situation, tenderer shall be liable for any loss or damage which RREC may sustain by reasons of such failure on the part of the tenderer also. But the tenderer shall not be entitled to any gain on such work got done against defaults. The recovery of such loss or damages shall be made from any sum due to the tenderer under this or any other contract with the Corporation. If recovery is not possible from the bill and the tenderer fails to pay

the loss or damages within one month, the recovery shall be made as per rules of GF&AR or any other law for the same.

**42. Correspondence**

42.1 The Bidder(s) requiring any Technical clarification of the Bid documents may contact in writing or by Fax /E-mail. Verbal clarifications and information given by the RREC or its employees or its Representatives shall not be in any way entertained.

| <b>Name</b>   | <b>Contact number</b> | <b>E-mail id</b>   |
|---|-----------------------|--------------------|
| The Director (Technical)<br>E-166, Yudhishtir Marg, C-<br>Scheme, Jaipur-302001 | 0141-2229341          | rrec2016@gmail.com |

## SECTION 7 : BID SUBMISSION AND BID OPENING

1. The Bidder(s) must fill up all the information clearly as per this RfS and attach all required documents in support.
2. The Bidder(s) shall submit all the required information along with the Bid prior to the Bid Deadline, failing which Bid will be treated as non-responsive.
3. If supporting documents (Self attested) are not attached for each Minimum Technical Eligibility Criteria (Technical, Financial and other) specified in SECTION-4, the Bid shall be rejected without further reference.

### 4. BID SUBMISSION

- a. Submission of Envelope (in Physical Form) should be reached at the office of MD, RREC, Jaipur.

| S.No. | Details required | Details of Attachment  |
|-------|------------------|--|
| 1.    | Cost of Bid:     | DD/Banker's ChequeNo.:<br>Date:<br>Amount:<br>In favor of Managing Director, RREC payable at Jaipur.             |
| 2.    | e-procCharges:   | DD/Banker's Cheque No.:<br>Date:<br>Amount:<br>In favor of Managing Director, RISL payable at Jaipur.            |
| 3.    | EMD              | DD/Banker's Cheque/Bank Guarantee:<br>Date:<br>Amount:<br>In favor of Managing Director, RREC payable at Jaipur. |

#### b. Online submission of BID :

(i) First the COVER-1 containing scanned copies of DD's/Banker's cheque of (a) Tender Cost, (b) RISL e-proc charges and (c) EMD (May be in form of BG)/ Exemption certificate (if applicable). Shall be opened and checked for confirming the eligibility for opening cover-2 i.e-Technical bid.

(ii) Then COVER-2 (i.e-Technical bid) shall be opened of those bidders who Confirms as per 4(a) and b (i).

The evaluation of techno-commercial bid will be done & price bids (i.e. Cover-3 through e-procurement ONLY) of those bidders will be opened, who are found technically eligible and qualified.

**(Check list for Technical evaluation )**

**Technical Bid for Bidder(s) in COVER -2**

| <b>S.No.</b> | <b>Details Required</b>  | <b>Details of Attachment</b> | <b>Page No. of self-attested attached document</b> |
|--------------|--|------------------------------|--|
| 1.           | Complete Bid Document (Duly signed on each and every page in confirmation of acceptance of Terms and Condition of Bid) along with the declaration as per ANNEXURE 2&4.   |                              |  |
| 2.           | As per Section 4 (1)<br>(A copy of certificate/registration document should be furnished along with the Bid in support of above.)  |                              |  |
| 3.           | As per Section 4 (2)<br>The Bidder(s) shall have cumulative experience of commissioning at least 500 (Five Hundred) kWp Grid connected Solar Photovoltaic Power Project(s) prior to the Bid Submission Date.<br><br>The details of the Project(s) executed shall be listed in ANNEXURE 3.<br><br>A certificate issued by the State Nodal Agency (SNA)/Government Organization/Solar Energy Corporation of India (SECI)/Project or Rooftop Owners towards the satisfactory installation and functioning of the Project(s) should be furnished by the Bidder(s).   |                              |  |
| 4.           | As per Section 4 (3)<br>The Bidder(s) shall have financial capability to take up the proposed work to be supported by Audited Annual Accounts for last 03 (Three) Financial Years (FY).The Bidder(s) shall have a minimum Average Annual Turnover of Rs. 10.00 Crore (Rupees Ten Crores Only) for last 03 (Three) Financial years.<br><br>In case Audited Accounts are not available for last FY, the Bidder(s) shall submit Provisional Annual Accounts for the last FY duly authorized by Board of Directors of the Bidder(s), subject to submission of Audited Annual Accounts for last FY as and when available. |                              |  |

| S.No. | Details Required   | Details of Attachment | Page No. of self-attested attached document |
|-------|--|-----------------------|---|
| 5.    | As per Section 4 (4)<br>Bidder(s) shall furnish valid CST/State VAT/TIN registration certificate. Tenderers should have their local office in Rajasthan and be appropriately registered with Rajasthan State sales tax and other related departments on or before date of submission of bid. |                       |   |
| 6.    | As per Section 4 (4)<br>Details of 'Sales & after Sales Service Centre' existing and proposed to be set up in the State of Rajasthan should be submitted(Annexure-4)   |                       |   |
| 7.    | Authorization Certificate/Consortium Agreement.<br>(If the Bid is submitted by the any authorized person/firm/agent/Consortium Firm on behalf of original Bidder)  |                       |   |
| 8.    | Others - Certificates in support of clarification of technical requirements (if Any)   |                       |   |

COVER- 3: Price bids through e-procurement (ONLY) as per ANNEXURE -5

NOTE: Submission of price in cover-2 will be considered disqualification and such bids will be finally rejected in technical evaluation and cover-3of such bids will not be opened.

**Note:**

1. The information in the above tables shall be filled properly.
2. If any document(s) submitted in support of above parameters found false, the Bid(s) shall be disqualified and EMD shall be forfeited and the Bidder(s) shall be blacklisted.
3. Cutting in Bid(s) shall be verified by the signature with seal on every attempt and overwriting is not allowed.

## **BID OPENING**

### **(A) Opening of Envelope-I**

Envelope containing DD/Banker's Cheque of Tender Cost, E-tendering fee and DD/Banker's cheque /BG of EMD of required amount with exemption certificate (if Applicable) will be opened and checked for conforming eligibility for opening of online Bid.

Online Bid will be opened for those bidders who's Envelope –I are received at the office of the MD RREC, Jaipur upto the given time scheduled and found eligible.

### **(B) Opening of online Bid:**

Step-1: Cover-1 shall be opened and checked for conforming ENVELOPE–I to the eligibility for opening cover–2 i.e. Technical Bid.

Step-2: Cover-2 (i.e. Technical Bid) shall be opened and evaluated for the Bidder(s) eligibility for opening cover–3 i.e. Financial Bid.

Step-3: Cover-3 (i.e. Price Bid) submitted through e-tendering only of those Bidder(s) will be opened who are found technically eligible and qualified under Step 2 above.

The basis of evaluation shall be the Levelized Tariff quoted in the Price Bid as per the format attached in ANNEXURE-5. The Bidder(s) are required to quote Levelized Tariff on firm basis and no price variation on any account shall be considered.

## **SECTION 8: BID EVALUATION AND IDENTIFICATION AND ALLOCATION OF WORK TO RESCO**

### **Bid Examination**

- 1) Bidder(s) shall carefully examine the Technical Specification, terms and conditions, and other details relating to this RfS.
- 2) The Bidder(s) shall be deemed to have examined this RfS including the Annexures/ Formats etc., and to have obtained information on all matters whatsoever that might affect it to execute the RTS Project and to have satisfied itself as to the adequacy of its Bid. The Bidder(s) shall be deemed to have known the scope of work, nature and magnitude of the requirements of material and labour involved, etc. and as to all supplies it has to complete in accordance with this RfS.
- 3) The Bidder(s) is expected to have completed all possible Technical, Commercial, Policy, Regulatory and Statutory due-diligence prior to submitting its bid in pursuant to this RfS.
- 4) The Bidder(s) is advised to submit Bid(s) on the basis of conditions stipulated in this RfS. The Bidder's standard terms and conditions, if any, shall not be considered. The cancellation/alteration/amendment/modification in this RfS shall not be accepted by RREC.
- 5) Bid(s) not submitted as per the instructions to the Bidder(s) are liable to be rejected. Bid(s) shall confirm in all respects with requirements and conditions referred in this RfS.
- 6) RREC at its own discretion has the right to reject any or all the Bids without assigning any reason whatsoever.

### **Criteria for Selection of Bidder(s)**

- 7) The Zone(s) shall be allocated to the Successful Bidder(s) based on the lowest Price Bid quoted.
- 8) The Price Bid shall take into consideration all the costs related to the scope of work mentioned under Section-3
- 9) The Bidder(s) shall quote for the entire scope of work on a "single responsibility" basis such that the total Price Bid shall cover the obligations mentioned in this RfS in respect of design, supply, erection, testing and

commissioning including O&M for a period of 25 (Twenty Five) years from the date of commissioning of the RTS Project.

- 10) The Bidder(s) shall furnish Price Bid in terms of fixed Levelized Tariff for 25 (Twenty Five) years including all taxes and duties, insurance, etc.
- 11) No price escalation on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax, electricity duty or duty levied in respect of the systems authorized to be installed, shall be applicable.
- 12) The Levelized Tariff Discovered will be firmed and fixed for 25 years including all taxes and duties, insurance, etc., irrespective of its actual cost of execution of the RTS Project(s).
- 13) No escalation over and above the quoted price will be granted to the Bidder(s), on any reason whatsoever during the Contract period.

#### **Process of Selection of Bidder**

- 14) Price Bid shall be opened and evaluated for the technically qualified bidder(s), as per Section 7 and 8 of this RfS.
- 15) Based on the Price Bid(s) quoted by the Bidder(s), RREC shall arrange the Price Bids in the ascending order i.e. L1, L2, L3...Ln etc.
- 16) The bidder with the lowest quote value shall be declared as L1.
- 17) Work of Every Zone will be awarded to only ONE vendor. Thus RREC will Select only THREE vendors for all THREE ZONES.
- 18) For selection of three Bidders, Bidders with the higher quote L2 and L3 shall meet the Price Bid of declared L1 first. In such case when L-2 / L-3 Bidder refuses to meet the Price Bid of declared L1, L4 will be offered to match the Price Bid of declared L1 and it will be continued till selection of Three bidders.
- 19) L-1 bidder will have the option to choose its Zone out of Zone-A, Zone-B or Zone-C First.
- 20) L-2 bidder after matching the Levelized tariff quoted by L-1 bidder will be allocated the Zone out of the remaining Two Zones.
- 21) Likewise, L-3 bidder after matching the Levelized tariff quoted by L-1 bidder will be allocated the last remaining Zone
- 22) If any of the Bidders does not agree to match the price of the declared L1, the bidding may be re-tendered by RRECL.



- 23) If More than One bidder found same lowest rates as L-1, bidders with Sound financial Net worth will be given preference for selection/choice of Zone out of three.

**Notification of RESCO(s)**

- 24) The name of the RESCO(s) shall be notified indicating the Allocated Capacity and Zone, and the offered price on RREC website [www.rrecl.com](http://www.rrecl.com) and shall also be notified individually by issuing LoA.

**Issuance of LoA**

- 25) RREC shall notify the Successful Bidder(s) as per clause 24). Each Successful Bidder shall acknowledge the receipt of LoA and return duplicate copy with signature of the Authorized Signatory of the Successful Bidder to the RREC within 10 (Ten) days of issuance of LoA. Successful Bidder(s) shall be referred as RESCO after signing of LoA.
- 26) If the Successful Bidder(s), to whom LoA has been issued, does not fulfill any of the conditions specified in this RfS, RREC reserves the right to annul/cancel the award of the LoA of such Successful Bidder.

## **SECTION – 9**

### **COMPLETION PERIOD**

RESCO(s) shall install the RTS Projects for the capacity mentioned in LoA as per the technical specifications given in ANNEXURE- 22 of this RfS within completion period of NINE MONTHS.

## SECTION 10 : STEPS TO TAKE UP THE WORK

Although the procedure of taking up work to complete as per requirement has already described in the RfS, in order to provide guidelines at a glance further, the steps to take up work under this programme are summarised as under:

|           |  |
|-----------|--|
| Step-1    | Successful Bidders shall be issued LoAby RREC indicating the Allocated Capacity in the Allocated Zone and the applicable Levelized Tariff. The Successful Bidder(s) shall submit signed copies of Service Level Agreement with the Rooftop Owner as per the required formalities.  |
| Step-2    | RESCO(s) shall interact with the relevant Rooftop Owners and share the Letter of Allocation with them and seek their approval for implementation of RTS Project on their rooftops. RESCO to ensure selection of such buildings where the probability of dismantling the RTS project for the lifetime of the project will be least. Also, the buildings to be selected by the RESCO shall be State Government Buildings and State Government Undertaking Buildings. |
| Step-3    | RESCO(s) shall enter into Service Level Agreement (SLA) with Rooftop Owner(s) for implementation and O&M of the RTS Project for 25 (Twenty Five) years at the Levelized Tariff determined through this RfS process.  |
| Step-4    | RESCO(s) shall initiate the process of designing of the RTS Project and other subsequent activities of supply of material, erection, etc.  |
| Step-5    | RESCO(s) shall complete the work of civil work, erection, testing and Commissioning of the RTS Project and report to concerned Project officer/Project Manager, RREC for verification.   |
| Step-6    | RESCO(s) shall approach Distribution Utility for interconnecting the RTS Project with the grid   |
| Step-7    | RESCO(s) shall facilitate tests as per Distribution Utility's requirement for inter-connection of RTS Project with the grid.   |
| Step-8    | RESCO(s) shall commission the RTS Project and initiate supply of electricity from it.  |
| Step-9    | RESCO(s) shall submit Monthly Project Performance Report to Rooftop Building Owner.  |
| Step – 10 | RESCO(s) shall undertake Joint Meter Reading with Rooftop Owner for electricity supplied to latter's system.   |
| Step- 12  | RESCO(s) shall ensure service of the RTS Project and take responsibility of all the Agreements entered into by the Rooftop Owner in pursuant to the RTS Project.   |

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### ANNEXURE 1: BRIEF DETAILS OF THE BIDDER

The brief details of the Bidder shall be filled in as under:

| Sl.No. | Particulars   | Detail  |
|--------|---|---|
| 1.     | Name of the Bidder  |   |
| 2.     | Registration Number   |   |
| 3.     | Date of Registration  |   |
| 4.     | Registered Address with Tel. Number   |   |
| 5.     | Details of Product(s) being manufactured at their own   |   |
| 6.     | Name of Directors of the Company<br>(at least Two directors with email IDs and contact Numbers):          | (1)<br>(2)  |
| 7.     | Sales Tax/Vat Registration Number   |   |
| 8.     | Year from which firm is in business in Solar Power/Renewable Energy                                       |   |
| 9.     | Major Area ( Name of States) of working remained till date  |   |
| 10.    | Technical Officers/Engineers and other officers/officials working in the company                          | (1)Technical Persons<br>(Nos.).....<br>(2)Other officers/officials<br>(Nos..... |
| 11.    | Branch offices/Dealers network is available in Rajasthan (if yes, provide details)                        |   |
| 12.    | The person(s) authorized by the Bidder for work of Rooftop Solar Photovoltaic Power Projects in Rajasthan |   |

**SIGNATURE OF AUTHORISED SIGNATORY WITH SEAL**

## **ANNEXURE 2: DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS**

In relation to my/our Bid submitted to \_\_\_\_\_ for work in response to their RfS No \_\_\_\_\_ dated \_\_\_\_\_ I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the RfS issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RfS;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of 3 (Three) years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

**SIGNATURE and SEAL OF BIDDER**

Date:

Name :

Designation:

Address:

**ANNEXURE 3: SCHEDULE OF EXPERIENCE FOR GRID CONNECTED SOLAR PV PROJECTS**

**(Please attach certificates in support from the concerned nodal agency /Government Organisation/MNRE authorised Agency /Project owner for work executed)**

| S. No.        | Details of RTS Project installed till Bid Deadline | Year | Department/Agency /Beneficiary for which work carried out | Total kW size of work | Cost of works in { Amt in Lakhs. } | Attachment at Page No. of Bid |
|---------------|--|------|---|-----------------------|------------------------------------|-------------------------------|
| 1             |  |      |   |                       |                                    |                               |
| 2             |  |      |   |                       |                                    |                               |
| 3             |  |      |   |                       |                                    |                               |
| 4             |  |      |   |                       |                                    |                               |
| ....N         |  |      |   |                       |                                    |                               |
| <b>TOTAL:</b> |  |      |   |                       |                                    |                               |

**SIGNATURE and SEAL OF BIDDER**

{Please refer Section-4 “Experience” Prerequisite, for eligibility in this RfS }

**ANNEXURE 4: DETAILS OF AFTER SALE SERVICE CENTRES EXISTING AND  
PROPOSED IN THE STATE OF RAJASTHAN**

**Annexure-4(A)**

Details of after sale service centres existing in the state of Rajasthan

| <b>S.N</b> | <b>Name of Dealer/Centre</b> | <b>Village, Tehsil, District</b> | <b>Name of contact Person &amp;<br/>Phone Number</b> |
|------------|------------------------------|----------------------------------|--|
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |

**SIGNATURE & SEAL OF Tenderer**

**Annexure-4(B)**

Details of after sale service centres proposed in the state of Rajasthan.

| <b>S.N</b> | <b>Name of Dealer/Centre</b> | <b>Village, Tehsil, District</b> | <b>Name of contact Person &amp;<br/>Phone Number</b> |
|------------|------------------------------|----------------------------------|--|
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |
|            |                              |                                  |  |

**SIGNATURE & SEAL OF Tenderer**



**ANNEXURE-5 : PRICE BID**

| <b>Tender Inviting Authority:</b> Director (Technical), Rajasthan Renewable Energy Corporation Limited, Jaipur  |  |                                    |                                       |
|---|--|------------------------------------|---------------------------------------|
| <b>Name of Work:</b> Design, Supply, Erection, Testing, Commissioning, Operation and Maintenance for 25 years of Grid Connected Rooftop Solar Photovoltaic Power Projects in Selected Zones on State Government buildings/State Government undertaking buildings in Rajasthan under RESCO Model |  |                                    |                                       |
| <b>Contract No: NIT No. TN-06/2016-17</b>   |  |                                    |                                       |
| <b>Bidder Name</b><br>:   |  |                                    |                                       |
| <b>PRICE SCHEDULE</b>   |  |                                    |                                       |
| <b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>                              |  |                                    |                                       |
| Sl. No.   | Item Description   | Levelized Tariff (Rs/Kwh)<br>Rs. P | Levelized Tariff (Rs/kWh)<br>In Words |
| 1   | 2  | 3                                  | 4                                     |
| 1   | Design, Supply, Erection, Testing, Commissioning, Operation and Maintenance for 25 years of Grid Connected Rooftop Solar Photovoltaic Power Projects in Selected Zones on State Government buildings/State Government undertaking buildings in Rajasthan under RESCO Model |                                    | INR Zero Only                         |
| <b>Quoted Rate in Words</b>   |  | <b>INR Zero Only</b>               |                                       |

**Note: This information should be filled on-line only on e-procurement site as per procedure.**

## ANNEXURE 6: BID APPLICATION FORM

### Rajasthan Renewable Energy Corporation Limited

E-166, Yudhishtir Marg, C-Scheme, Jaipur

1. Subject: RfS for \_\_\_\_\_
2. Name and full postal address, contact Number and Email of the Bidder submitting the Bid:
3. To be addressed to:  
Managing Director, Rajasthan Renewable Energy Corporation Limited,  
E-166, Yudhishtir Marg, C-Scheme, Jaipur.
4. Reference (RfS No): TN-06/2016-17
5. The fee as per RfS has been submitted/ deposited as under:

| S. No. | Details   | Amount     | CR No./ DD No. |
|--------|---|------------|----------------|
| 1      | Cost of Bid: in favour of Managing Director, RREC payable at Jaipur     | Rs. 5000/- |                |
| 2      | e-proc Charges: in favour of Managing Director, RISL, payable at Jaipur | Rs.1000/-  |                |
| 3      | EMD in favour of Managing Director, RREC, Jaipur                        | Rs. 24Lacs |                |

6. We agree to abide by all the conditions as mentioned in RfS No.:TN-06/2016-17 Dated 23/12/2016 issued by the Managing Director, RREC, Jaipur and (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
7. The Costs/Rates for the installation, commissioning, operations and maintenance thereof are given in the schedule of prices attached herewith.
8. Material will be delivered within delivery period / schedule.
9. The rates quoted are valid upto 6 (Six) months from the date of opening of the Price Bid. The period can be extended with mutual consent.
10. Income tax clearance certificate from the income tax office of the circle concerned sales tax registration certificate No. and sales tax clearance certificate from the Sales Tax / Commercial Taxation officer concerned are submitted herewith.

**SIGNATURE and SEAL OF BIDDER**

### ANNEXURE 7: FORMAT FOR EMD

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

Ref. \_\_\_\_\_

Bank Guarantee

No. \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to the RfS inter alia for selection of the Bidder under RESCO route of in the state of Rajasthan on the rooftops of the Buildings identified by Bidder(s) in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_ issued by RREC and RREC considering such response to the Bid of \_\_\_\_\_ [insert the name of the Bidder] as per the terms of the RfS, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to RREC at [Insert Name of the Place from the address of RREC] forthwith on demand in writing from RREC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees \_\_\_\_\_ only [in words], on behalf of \_\_\_\_\_ [Insert name of the Bidder].

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

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [six months from the date of Bid Deadline]. RREC shall be entitled to invoke this Guarantee till \_\_\_\_ [Insert date which is 30 days after the date in the preceding sentence].

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require RREC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against RREC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jaipur 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 RREC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by RREC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ [six months from the date of Bid Deadline] with an additional claim period of 30 (Thirty) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if RREC 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.

## ANNEXURE 8: FORMAT FOR SECURITY DEPOSIT

{To be submitted for the Buildings identified by Bidder(s) in Rajasthan at the time of signing of LoA separately}

(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 Bidder] (hereinafter referred to as RESCO) submitting the response to the RfS No. \_\_\_\_\_ inter alia for selection of the Bidder under RESCO model for the allocated capacity of \_\_\_\_ kWp, in Rajasthan in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Rajasthan Renewable Energy Corporation Limited (hereinafter referred to as RREC) and RREC considering such response to the RfS of \_\_\_\_\_ [insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and issuing Letter of Allocation No \_\_\_\_\_ to \_\_\_\_\_ [Insert Name of RESCO] as per terms of RfS and the same having been accepted by the RESCO, \_\_\_\_\_ ]. As per the terms of the RfS, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to RREC at forthwith on demand in writing from RREC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees \_\_\_\_\_ [Total Value] only, on behalf of \_\_\_\_\_ [Insert name of the RESCO].

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/agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective contract/agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ [insert total value]

Our Guarantee shall remain in force until \_\_\_\_\_ [09 months from the date of signing of Letter of Allocation] RREC shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert last date of Security Deposit validity].

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [Insert name of RESCO]. The Guarantor Bank shall not require RREC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against RREC in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jaipur 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 RREC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the RESCO, to make any claim against or any demand on the RESCO or to give any notice to the RESCO or to enforce any security held by RREC or to exercise, levy or enforce any distress, diligence or other process against the RESCO.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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 RREC 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 \_\_\_\_, 20\_\_

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.
2. The Security Deposit shall be executed by any scheduled Bank

**ANNEXURE9: POWER OF ATTORNEY**

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

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

Know all men by these presents, We \_\_\_\_\_ (name and address of the registered office of the Bidder, as applicable) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of Grid Connected Rooftop Solar Photovoltaic Power Project based on Net metering arrangement in Rajasthan in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Rajasthan Renewable Energy Corporation Limited (RREC), Jaipur including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the RREC may require us to submit. The aforesaid Attorney is further authorized for making representations to the RREC and providing information/responses to RREC, Jaipur representing us in all matters before RREC and generally dealing with RREC, Jaipur in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned RfS.

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

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

Signed by the within named

\_\_\_\_\_ (Insert the name of the executants company)

Through the hand of

Mr./Ms. \_\_\_\_\_

Duly authorized by the Board to issue such Power of Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201

Accepted

\_\_\_\_\_  
Signature of Attorney

(Name, designation and address of the Attorney)

Attested

\_\_\_\_\_  
(Signature of the executants)

(Name, designation and address of the executants)

\_\_\_\_\_

**Signature and stamp of Notary of the place of execution**

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

**WITNESS**

1. \_\_\_\_\_  
(Signature)  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

2. \_\_\_\_\_  
(Signature)  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

**Notes:**

The mode of execution of the Power Of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the Power of Attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of Bidder / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956 or the Companies Act, 2013, with a paid up share capital of more than Rs. 05 Crores (Rupees Five crores), should be the Commissioner/ Whole-time Director/Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a Director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).



**ANNEXURE10 :UNDERTAKING TO BE SUBMITTED BY RESCO FOR FAITHFULLY  
CARRYING OUT THE ASSIGNED WORK**

In consideration of the MD, RREC, E-166, Yudhishtir Marg, C-Scheme, Jaipur (hereinafter called RREC) having authorised us \_\_\_\_\_ (name of the RESCO), office at \_\_\_\_\_ for carrying out work of Design, Supply, Erection, Testing and Commissioning including Operations and Maintenance for 25 (Twenty Five) years Rooftop Solar Photovoltaic Power Project in Jaipur, Rajasthan and on successful completion of the job, RESCO does hereby undertake to carry out the work as per terms and condition of this RfS and LoA issued to us by RREC.

We do hereby further undertake that in case we are unable to carryout out duties as undertaken above. RREC would have the right to forfeit the entire /EMD/Security deposit deposited by us for the RTS Project.

We at \_\_\_\_\_ (Name of RESCO) further agree that the undertaking herein contained shall remain in full force and effect for the period of the year from the date of this undertaking or for such period for which this undertaking is executed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Signature of the constituted Attorney of M/s. ....

## ANNEXURE 11: CONSORTIUM AGREEMENT

### Joint Bidding/ Consortium Agreement Format for “Selection for Design, Supply, Erection, Testing and Commissioning including Operation and Maintenance of Rooftop Solar Photovoltaic Power Projects” in Rajasthan

*(To be executed on Stamp Paper of Rs. 100/-)*

THIS JOINT BIDDING AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BETWEEN

(\_\_\_\_\_ lead member of Consortium) and having its registered office at \_\_\_\_\_ (Hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

\_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

**WHERE AS,**

- i. Rajasthan Renewable Energy Corporation (hereinafter referred to as the “**Corporation**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Bidder(s)**”) by its RfS No. \_\_\_\_\_ for selection of Bidder(s) for Design, Supply, Erection, Testing and Commissioning of Rooftop Solar Photovoltaic Power (hereinafter called “**RTS Project**”) in Rajasthan and selection of Bidder for the same.
- ii. The Parties are interested in jointly bidding for the RTS Project as members of consortium in accordance with the terms and conditions of the RfS and other documents in respect of the RTS Project, and
- iii. It is a necessary condition under the RfS that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows: Definitions and Interpretations**

In this agreement, the capitalized terms shall, unless the context otherwise require, have the

Meaning ascribed thereto under the RfS No.: .....

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the RTS Project.

The Parties hereby undertake to participate in the RfS Process only through this Consortium and not individually and/ or through any other consortium constituted for this RTS Project, either directly or indirectly or through any of their Associates.

2. Role of the Parties

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

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the RfS Process and after it once selected as RESCO.
- b. Party of the First Part would be responsible for successful execution of all work awarded to them by RREC and in no circumstances the same shall be the responsibility of Second Part.
- c. Party of the Second Part shall work in accordance to roles and responsibilities assigned to them from First Part as a part of their internal understanding.
- d. Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by RREC.

3. Joint and Several Liabilities

The Party of the First Part does hereby undertake the responsibility for all obligations and liabilities relating to the RTS Project and in accordance with the terms of RfS.

4. Termination

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

5. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the Corporation. Party of First Part would decide on the representative of Consortium at Corporation.

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

SIGNED, SEALED AND DELIVERED For

And on behalf of

Lead Member by:

(Signature)

(Name)

(Designation)

(Address)

In Presence of:

Witness 1

Witness 2

SIGNED, SEALED AND DELIVERED

Second Part

(Signature)

(Name)

(Designation)

(Address)

Witness 1

Witness 2

## ANNEXURE 42: SERVICE LEVEL AGREEMENT

### Service Level Agreement

This Service Level Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into at [ ] on this [ ] day of [ ] 2016 between:

[ ] who is the owner of the building [ ] (hereinafter referred to as the “**Rooftop Owner**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and permitted assigns); and [ ] a company incorporated under Companies Act, 1956 or under Companies Act, 2013 having its registered office at [ ] hereinafter referred to the “**RESCO**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns))

The Rooftop Owner and the RESCO may be referred to here-in-after individually as the “**Party,**” or collectively as the “**Parties.**”

#### WHEREAS:

- A. The Rooftop Owner is the owner of the building set out .....here to and has absolute right to provide rooftop of the said building; location and approximate measurements of which are provided in Column-3 of Exhibit 1.
- B. Rajasthan Renewable Energy Corporation Limited, (“**RREC**”) acting as Bid Process Coordinator had invited bid(s) through the Request for Selection (“**RfS**”) process dated [ ] for Implementation of Grid Connected Rooftop Solar Photovoltaic Power Projects (hereinafter referred to as RTS Project) based on Net Metering arrangement in Selected Zones on buildings identified by Bidder(s) in Rajasthan.
- C. Pursuant to the said RfS and after evaluation of the bid(s) received, RREC has accepted the bid of the [•] [Insert name of the Successful Bidder] and issued a Letter of Allocation (hereinafter called the “**LoA**”) No. [ ] dated [ ] and signed the LoA on [ ], requiring the RESCO to execute Service Level Agreement with the Rooftop Owner.
- D. [Note:Insert in case the Successful Bidder is a Consortium or where a sole bidder wishes to set up a Project Company / SPV] The Successful Bidder has since promoted and incorporated the Project Company under the Companies Act 1956 or the Companies Act, 2013, and has requested the Bid Process Coordinator to accept the Project Company

as the entity which shall undertake and perform the obligations and exercise the rights of the RESCO under the LoA for this Agreement. By its letter dated [ ], the RESCO has also joined in the said request of the Successful Bidder / Consortium to the Bid Process Coordinator to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Successful Bidder/Consortium under the LoA, for this Agreement, including the right to enter into this Agreement pursuant to the LoA for executing the RTS Project. The RESCO has further represented to the effect that it has been incorporated by the Successful Bidder solely for the purpose of the RTS Project and shall not undertake any other business.

- E. RREC has agreed to the said request of the (insert name of the Successful Bidder) and the Rooftop Owner has accordingly agreed to enter into this Agreement with the RESCO for execution of the RTS Project and purchase of electricity generated from the said RTS Project at the Levelized Tariff determined through the RfS Process, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

## **1. Definitions and Interpretations**

### **1.1 Definitions**

“**Access Rights**” shall mean that the RESCO shall have full and easy access to the rooftops identified for implementation of Rooftop Solar Photovoltaic Power Project.

“**Agreement**” means this Service Level Agreement together with the annexures attached hereto.

“**Approvals**” means all permits, clearances, licenses, consents, authorizations, registrations, waivers, privileges, acknowledgements, concessions or any other authorization required to be obtained from or provided by any concerned authority for the purpose of implementation of the RTS Project and/ or for supply of power generated from the RTS Project to the Rooftop Owner pursuant to this Agreement.

“**Bid Process Coordinator**” means the Rajasthan Renewable Energy Corporation Limited (RREC), having its principal office in Jaipur, Rajasthan which co-ordinated the

Request for Selection (NIT No.TN-06/2016-17) process for implementation of Rooftop Solar Photovoltaic Power Projects on Buildings identified by Bidder(s) in Selected Zones in Rajasthan.

“**Commercial Operation**” shall refer to the period after the Commercial Operation Date of such RTS Project;

“**Commercial Operation Date**” shall mean the next date following the date on which the RTS Project successfully passes the Commissioning Tests;

“**Competent Authority**” means the entity that falls under the definition of Statutory Entity but does not include the Rajasthan Renewable Energy Corporation Limited.

“**Delivery Point**” shall the point of injection of electricity generated from the RTS Project to the electrical system of the Rooftop Owner for its consumption and/or injection to the network of Distribution Utility, as applicable.

“**Effective Date**” shall mean the date on which possession of the Premise has been handed over by the Rooftop Owner to the RESCO.

“**Electricity**” means the electrical energy generated from the Rooftop Solar Photovoltaic Power RTS Project in kilowatt-hours.

“**Event of Default**” means an event/occasion wherein the either of the party/parties default from performing its obligation(s) in pursuant to this Agreement.

“**Force Majeure**” means an event beyond the control of the RESCO and not involving the RESCO’s fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes, etc.

“**Law**” means any law of Republic of India or unless otherwise specified, the law of any other applicable jurisdiction, in each case including all orders, rules, regulations, decrees, policies, regulations, judicial decisions (including writ, injunction, decree or award),

determinations or awards, notifications, or directives made pursuant thereto, issued or, (in case of treaties) entered into by a Statutory Entity, as each may be amended or supplemented from time to time.

“**Lender(s)**” means the banks, other financial institutions, multilateral agencies, Reserve Bank of India registered non-banking financial companies, mutual funds and agents or trustees of debenture/ bond holders, including their successors and assignees, who have agreed as on or before commencement of supply of electricity from the RTS Project to provide the RESCO with the debt financing for the RTS Project, and any successor banks or financial institutions to whom their interests under the Financing Documents may be transferred or assigned, provided that such assignment or transfer does not relieve the RESCO of its obligations to the Rooftop Owner under this Agreement in any manner and does not lead to an increase in the liability of Rooftop Owner at any given point of time;.

“**Letter of Allocation**” or **LoA** shall mean the letter issued by RREC and signed by the Successful Bidder for implementation of RTS Projects on the buildings identified by Bidder(s) in pursuant to the RfS, at a Levelized Tariff determined through the RfS process.

“**Premise**” means the area on the Rooftop of the identified building on which the RTS Project shall be installed/is installed for 25 (Twenty Five) years.

“**Prudent Utility Practices**” means those practices, methods, techniques and standards, that are generally accepted for use in Distribution Utility industries taking into account conditions in India, and commonly used in prudent electric utility engineering and operations to design, engineer, construct, test, operate and maintain equipment lawfully, safely, efficiently and economically as applicable to power stations of the size, service and type of the RTS Project, and that generally conform to the manufacturers' operation and maintenance guidelines.

“**Renewable Energy Service Company**” or **RESCO** shall mean the Successful Bidder selected for implementation of Rooftop Solar Photovoltaic Power Projects in Selected Zones in Rajasthan under this RfS process and signs Letter of Allocation;



**“Request for Selection” or RfS** shall mean the bid document dated **23/12/2016** and titled “Request for Selection (RfS) of Bidder for Implementation of Grid Connected Rooftop Solar Photovoltaic Power RTS Projects on State Government buildings/State Government undertaking buildings identified by Bidder(s) in Rajasthan under RESCO Model” which invited bid(s) from eligible Bidder(s) for implementation of RTS Projects on buildings identified by Bidder(s).

**“RTS Project”** means the Rooftop Solar Photovoltaic Power implemented/to be implemented by the RESCO on the rooftops of the buildings, including the plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the electricity generated by it to the Rooftop Owner at the relevant Delivery Points.

**“Service Level Agreement” or SLA** shall mean this agreement between the Rooftop Owner and the RESCO with respect to Implementation and Operations and Maintenance of the RTS Project for 25 (Twenty Five) years.

**“Statutory Entity”** means in case of State of Rajasthan:

- i. any ministry, department, political sub-division, instrumentality or agency under the direct control of the Government; or
- ii. any company, corporation, government undertaking or commission under the direct control of the Government; or
- iii. any other entity under the direct control of the Government or established under law; or
- iv. Rajasthan Renewable Energy Corporation Limited; or
- v. in case of any other jurisdiction and the Central Government of the Republic of India, the government of that jurisdiction or the Central Government, any ministry department, political sub-division instrumentality or agency or any company corporation government undertaking, commission, or any other entity under the direct or indirect control of such government or Central Government, or a regulatory entity established under law.

**“Successful Bidder”** shall mean the Bidder selected by RREC pursuant to the RfS for implementation of RTS Projects on buildings identified by Bidder(s).

“**Successful Bidder(s)**” shall mean the Bidder(s) selected by RREC pursuant to this RfS for implementation of RTS as per the terms of this RfS, and to whom LoA has been issued;

“**Term**” shall mean the time period of 25 (Twenty Five) years agreed between the Rooftop Owner and the RESCO for the SLA for RTS Project.

“**Third Party Insurance**” means an insurance policy under which the insurance company agrees to indemnify the insured person, if he is sued or held legally liable for any losses incurred by or damage done to a third party.

## **1.2 Interpretation**

- (a) Unless otherwise stated, all references made in this Agreement to “Sections” and “Schedules” shall refer, respectively, to Sections of, and Schedules to, this Agreement. The Schedules to this Agreement form part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- (b) In this Agreement, unless the context otherwise requires the singular shall include plural and vice versa; words denoting persons shall include partnerships, firms and companies; the words “include” and “including” are to be construed without limitation; and a reference to any Party includes that Party's successors and permitted assigns.

## **2. Access to Premise**

- 2.1 The RESCO shall give the Rooftop Owner reasonable written notice before any entry onto the Premise by the Authorized Representative and/or to the person(s) authorized by the Authorized Representative of RESCO. The Rooftop Owner shall make available to the RESCO access to the RTS Project and the Premise for the purposes set forth in Section 3.
- 2.2 The Rooftop Owner shall within 20 (Twenty) days of signing of SLA with the RESCO, handover the roof to the RESCO without any charges for implementation of the RTS Project.
- 2.3 The Agreement shall be entirely based purchase of electricity generated from the RTS Project implemented at the rooftop of the Rooftop Owner at the Levelized Tariff determined under the RfS Process.

### **3. Installation, Operation and Ownership of the RTS Project**

- 3.1 The Rooftop Owner hereby authorises the RESCO to use the Premise for the purposes of design, supply of material, testing, erection, commissioning, operations and maintenance of the RTS Project. The RESCO undertakes not to use the Premise for any purpose other than as aforesaid.
- 3.2 The RESCO shall not install capacity exceeding, as allocated by the RREC through Letter of Allocation (LoA).
- 3.3 The RESCO shall be responsible for all the costs and the performance of all tasks required for implementation of the RTS Project on the Premise.
- 3.4 The Rooftop Owner hereby gives its consent to any action taken by the RESCO in applying for any of the applicable Approvals, the RESCO finds necessary or desirable for O&M of the RTS Project, and the Rooftop Owner hereby appoints the RESCO its agent for applying for such Approvals.
- 3.5 Title to the RTS Project installed by the RESCO shall be held by the RESCO during the Term. Upon expiry of the Term or termination of this Agreement, whichever is earlier, for any reason, all of the RTS Project and the improvements (if any) placed by the RESCO on the Premise shall be removed by the RESCO within 180 (One Hundred Eighty) days after the date of termination/expiry of this Agreement, and the RESCO shall vacate and hand over peaceful possession of the Premise in a condition similar to that existing at the Effective Date, subject to normal wear and tear, to the Rooftop Owner.
- 3.6 The RESCO shall commission the RTS Project within Project Timelines as defined in Section-9 of the RfS) of signing of LoA. The Rooftop Owner shall provide all possible support to the RESCO in timely commissioning of the RTS Project.
- 3.7 The RESCO shall ensure that the O&M of the RTS Project meets the minimum standards set under the RfS.
- 3.8 The Rooftop Owner acknowledges and agrees that notwithstanding that the RTS Project are a fixture on the Premise, the Rooftop Owner has no ownership interest in the RTS Project and the RESCO shall be the exclusive owner and operator of the RTS Project.
- 3.9 In case the RESCO is asked by the Rooftop Owner to relocate capacity commissioned on the said rooftop, it shall be compensated by the Rooftop Owner in following manner:

- 3.9.1 If the Rooftop Owner is able to provide alternate rooftop for installation of the RTS Project, it shall compensate RESCO(s) with:
- (a) Cost of dismantling RTS Project at the rate of **Rs. 2/Wp** for the capacity relocated to the alternate rooftop.
  - (b) Cost of Re-installing of RTS Project at the rate of **Rs. 4/Wp** for the capacity relocated to the alternate rooftop.
- 3.9.2 In such cases when the Rooftop Owner is unable to provide the rooftop to RESCO, it shall be compensated by the Rooftop Owner with:
- (a) Cost of dismantling RTS Project at the rate of **Rs.4/Wp**.
  - (b) Cost of Re-installing of RTS Project at the rate of **Rs. 6/Wp** the capacity to be installed when the roof is made available.
- 3.10 In case the RTS Project is relocated to the earlier roof or to a newer roof, Rooftop Owner shall compensate the RESCO with Cost of dismantling and Cost of –reinstalling, as mentioned in Clause a) & (b) of this SLA.
- 3.11 The RESCO shall be solely responsible for O&M of the RTS Project, including without limitation the obligation to promptly make or pay (as determined by the Rooftop Owner) for any repairs to any part or all of the Premise to the extent directly caused by the RESCO, its employees, agents, contractors or subcontractors, and shall, at all times during the Term, maintain the RTS Project in good operating condition.
- 3.12 The RESCO shall bear all risk of loss with respect to the RTS Project and shall have full responsibility for its O&M in compliance with all the applicable Laws and Approvals. The RESCO shall coordinate in advance all such repair and maintenance work with the Owner of the building comprising the Premise or his/her designee so as not to restrict parking access or interfere with scheduled activities on the building comprising the Premise.
- 3.13 Notwithstanding the RTS Project’s presence as a fixture on the Premise, the Rooftop Owner shall not cause or permit any interference with the isolation of, and access to sunlight of, the RTS Project as such access exists as on the Effective Date.
- 3.14 The RESCO acknowledges and agrees that, notwithstanding that the RTS Project are a fixture on the Premise, the RESCO shall have no right, title or interest in the Premise except as that of a Project Developer as per the terms set out in this Agreement.

#### **4. Grid Connectivity and Metering**

- 4.1 The RESCO shall be responsible for metering and grid connectivity of the RTS Project with the Distribution Utility's network on behalf of the Rooftop Owner
- 4.2 The RESCO shall, on behalf of the Rooftop Owner, be responsible for all the agreements/contracts entered into by the Rooftop Owner with the Distribution Utility in pursuant to the RTS Project,
- 4.3 All the clauses set out under such agreements/contracts shall be passed on to the RESCO, which shall be responsible for undertaking said activities and liable for any penalty/liability(s), etc. as levied to the Rooftop Owner in pursuant to the RTS Project.
- 4.4 RESCO shall bear the entire cost of metering arrangement provided including its accessories. Any applicable charges towards installation of RTS Projects shall be paid to the Distribution Utility or any other agency by RESCO(s). The installation of meters including Current Transformer (CT) and Potential Transformer (PT), wherever applicable, shall be carried out by RESCO(s) as per the procedures in vogue of the Distribution Utility with its permission

#### **5. Meter Reading and Invoice**

- 5.1 RESCO shall coordinate with the Rooftop Owner as per the requirement for Joint Metering Reading (JMR). The representative(s) of the RESCO shall take JMR in presence of Rooftop Owner on a monthly basis at Solar Meter. The RESCO shall furnish generation data in form of Monthly Project Performance Report each month to Rooftop Owner positively within first 15 (Fifteen) days of every month for the previous month.
- 5.2 All the electricity generated shall be injected to the system of the Rooftop Owner. The Rooftop Owner based on its electricity consumption, shall be allowed export electricity (in case of excess) or draw electricity (in case of deficit).
- 5.3 The RESCO shall on the monthly basis raise invoice, based on JMR for the electricity generated from the RTS Project.
- 5.4 The Rooftop Owner shall pay the Invoice amount within 30 (Thirty) days from the date of invoice. After 30 (Thirty) days, interest at the rate of 8% per annum shall be levied over and above the outstanding Invoice amount.

## **6. Penalty and Liquidated Damages**

6.1 The Penalty and/or Liquidated Damages applicable to either of the Party in event of default or any other reason thereof, shall be applicable as set out in the RfS.

## **7. Taxes, Insurance and Terminal Value**

7.1 All taxes including the service tax, value added tax, cess etc., applicable on Effective Date or imposed in future due to use of Premise for the RTS Project shall be over above the Levelized tariff and shall be payable by the RESCO. The RESCO shall be responsible to obtain all insurance for the RTS Project and O&M at its own cost. The Rooftop Owner or the RESCO shall not terminate this Agreement except as the result of an Event of Default (defined in Clause 11) by the other Party.

## **8. Representations and Warranties; Covenants of the Parties**

8.1 Each Party represents and warrants to the other Party that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (b) The execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary company action;
- (c) This Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is subject to:
  - (i) Bankruptcy and other similar laws of general application affecting rights and remedies of creditors;
  - (ii) The application of general principles of equity (regardless of whether considered in a proceeding in equity or at law);
- (d) Neither the execution and delivery of this Agreement by such Party nor compliance by such Party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such Party's organizational documents or any law as applies to such Party.

8.2 The Rooftop Owner represents and warrants that Rooftop Owner has lawful title to the Premise and full right to enter into this Agreement.

8.3 The RESCO represents and warrants that it has been incorporated by the Successful Bidder solely for the purposes the RTS Project. [Note: only applicable if Successful Bidder sets up a Project Company].

8.4 The RESCO undertakes that it shall not undertake any business other than the RTS Project using the Premise.

## **9. Covenants**

9.1 Security: The RESCO shall make its own arrangement for and take reasonable measures and shall be solely responsible for security of the RTS Project, including commercially reasonable monitoring of the Premise's alarms, if any.

9.2 Liens by the Rooftop Owner: The Rooftop Owner shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, and encumbrance or claim on or with respect to any RTS Project or any interest therein.

9.3 Liens by the RESCO: Notwithstanding the RTS Project's presence as a fixture on the Premise, the RESCO shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Premise, the Premise or the Access Rights or any interest therein.

9.4 Subject to the RESCO's compliance with all material provisions contained in this Agreement ,the Rooftop Owner consents that the RESCO shall have quiet and peaceful possession of the Premise throughout the Term.

9.5 The Rooftop Owner shall not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the RTS Project or its function (including activities that may adversely affect the exposure of the RTS Project to sunlight).

## **10. Indemnification and Insurance**

10.1 The RESCO and the Rooftop Owner (each, in such case, an "Indemnifying Party") shall indemnify, defend and hold the other Party and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an "Indemnified Party") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent

caused by the Indemnifying Party's (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or wilful misconduct.

## **11. Default and Remedies**

11.1 Event of Default: With respect to a Party, the following shall constitute an "Event of Default" if:

- (a) Such Party fails to pay any amount within 30 (Thirty) days after such amount is due;
- (b) Except as otherwise set forth in this Section, such Party (to the extent not caused by a Force Majeure Event) is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Agreement and such breach or failure (where capable of being remedied) is not cured within 60 (Sixty) days after written notice from the other Party, provided that if the Party that is in breach or has committed the failure has diligently and as quickly as possible commenced the remedial action necessary but is unable to complete it within 60 (Sixty) days after the date of such notice, it shall be allowed such further period as may be reasonable for completing the remedial action not exceeding another 60 (Sixty) days, subject to written consent from the Other Party;
- (c) Such Party admits in writing its inability to pay its debts generally as they become due;
- (d) Such Party files a petition or answer seeking reorganization or arrangement under the bankruptcy Laws or any other applicable Law;
- (e) In case of the RESCO,
  - (i) It makes an assignment for the benefit of creditors;
  - (ii) It consents to the appointment of a receiver of the whole or any substantial part of its assets;
  - (iii) A petition in bankruptcy has been filed against it, and such petition is not dismissed within 90 (Ninety) days after the filing thereof;
- (f) A court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of such Party's assets, and such order, judgment or decree is not vacated or set aside or stayed within 90 (Ninety) days from the date of entry thereof; or



- (g) Under the provisions of any other Law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of such Party's assets and such custody or control is not terminated or stayed within 90 (Ninety) days from the date of assumption of such custody or control.

## **11.2 Termination**

- (a) Upon an Event of Default by one Party, the other Party shall have the right, but not the obligation, to terminate this Agreement by a written notice with effect from the date specified in the notice. If the RESCO(s) is unable to generate electricity for more than 12 (Twelve) months or is intimated by the Rooftop Owner of disruption for 12 (Twelve) months or more, RESCO(s) shall be allowed to terminate the Service Level Agreement with the Rooftop Owner, after giving 30 (Thirty) days of prior intimation.
- (b) This Agreement shall terminate automatically (without need of any action from either Party) if the Power Purchase Agreement is terminated due to reasons attributable to the RESCO;

## **11.3 No Waiver**

- (a) Any waiver at any time by either Party of its rights with respect to an event of default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Agreement must be in writing.

11.4 Notwithstanding any provision to the contrary under this Agreement, neither the Rooftop Owner nor any Party related to the Rooftop Owner (including RREC) shall bear or be deemed to bear any financial burden if there is non-performance by the RESCO under this Agreement or any other agreement to which the RESCO is a Party.

## **12. Limitation of Liability**

12.1 For breach of any provision of this Agreement for which an express remedy or measure of damages is provided in this Agreement, the rights of the non-defaulting party and the liability of the defaulting party shall be limited as set forth in this Agreement, as the sole and exclusive full, agreed-upon and liquidated damages, and not as a penalty, and all other damages or remedies are waived. If no remedy or measure of damages is expressly provided, or if a remedy or measure of damages is expressly non-exclusive, the Party (other than the Party which has failed to fulfil its obligations under the Agreement) shall have the right to exercise all rights and remedies available to it at Law or in equity, provided, however, that the liability of the Party that has committed an Event of Default shall be limited to direct, actual damages only and all other damages

and remedies are waived. In no event shall either Party be liable to the other Party or consequential, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, by statute, in tort, contract or otherwise.

### **13. Dispute Resolution**

- 13.1 If any dispute of any kind whatsoever arises between Rooftop Owner and RESCO in connection with or arising out of this Agreement including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.
- 13.2 If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 (Forty Five) days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration, a panel of three, as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.
- 13.3 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below:
- (a) Any waiver at any time by either Party of its rights with respect to an event of default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Agreement must be in writing.
  - (b) Rooftop Owner and RESCO shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator.
  - (c) Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Jaipur, Rajasthan.
  - (d) The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding.
- 13.4 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
- 13.5 The cost of arbitration shall be equally shared between the Rooftop Owner and the RESCO.

## **14. Force Majeure**

14.1 Force Majeure means any event or circumstance or combination of events and circumstances that prevents performance by a Party of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, and not due to fault or negligence of a Party (“**Affected Party**”) and could not have been prevented, avoided or overcome even if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

### **14.2 Consequences of Force Majeure Event**

Neither Party shall be responsible or liable for failure to perform its obligations under this Agreement where such failure is due to any Force Majeure Event.

### **14.3 Termination for Force Majeure**

Where the operations of the Affected Party is prevented for a continuous period of 06 (Six) Months, then either Party shall be entitled by written notice to the other Party to terminate this Agreement. Upon receipt of such notice by the Party to which it is issued, the Agreement shall stand terminated with effect from the date specified in such notice provided such date shall not be earlier than 30 (Thirty) days after the date of such receipt.

## **15. Records**

15.1 Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to examine all such records as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

## **16. Notices**

16.1 Any notice required or permitted to be given in writing under this Agreement shall be either through e-mail, registered post or sent through courier service, or personally delivered to a representative of the receiving party. All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below:

If to the RESCO:

If to the Rooftop Owner:

Concerned Distribution Utility

All notices shall be deemed to have been received when delivered in person, sent by facsimile with electronic confirmation of successful transmission, or 03 (Three) days after being sent by certified mail or postal as provided above.

**17. Set-Off**

17.1 Except as otherwise set forth herein, each Party reserves to itself all rights, set-offs, counter claims and other remedies and/or defences to which it is or may be entitled, arising from or out of this Agreement or arising out of any other Arrangements between the Parties. All outstanding obligations to make and rights to receive, payment under this Agreement may be offset against each other.

**18. Binding Effect**

18.1 The terms and provisions of this Agreement, and the respective rights and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

**19. Amendments**

19.1 No modification of this Agreement shall be effective except by written amendment executed by the Parties.

**20. Counterparts**

20.1 Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original. Facsimile signatures shall have the same effect as original signatures and each Party consent to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

**21. Entire Agreement**

21.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements, written or oral, between the Parties concerning such subject matter.

**22. Third Party Beneficiaries**

22.1 Nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

**23. Severability**

23.1 Should any provision of this Agreement for any reason be declared invalid or unenforceable by the final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

**24. Survival**

24.1 Any provision(s) of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**25. Governing Law**

25.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Rajasthan, as if executed and to be performed wholly within the State of Rajasthan.

**26. Cooperation**

26.1 Upon the receipt of a written request from the other Party, each Party shall execute such additional documents (such as Net Metering Inter-connection Agreement), instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither the Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section. Without limiting the foregoing, the Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of all of them will be

required. The Rooftop Owner consents to and hereby appoints the RESCO as its attorney in fact for the purpose of recording a memorandum of this Agreement and for liabilities arising out of Agreements with the Distribution Utility.

26.2 From time to time, upon written request by the RESCO (or its Lenders), the Rooftop Owner shall provide within 07 (Seven) days thereafter an estoppels certificate attesting, to the knowledge of the Rooftop Owner, of the RESCO's compliance with the terms of this Agreement or detailing any known issues of non-compliance.

**27. No Partnership**

27.1 This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

**28. Remedies Cumulative**

28.1 No remedy herein conferred upon or reserved to either Party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**29. Headings**

29.1 The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

**30. Annexure and Exhibits**

30.1 All annexure(s) and exhibit(s) referred to in this Agreement and attached hereto are incorporated herein by reference.

**IN WITNESS WHEREOF**, the undersigned have duly executed and delivered this Solar Services and the Premise Lease Agreement as of the day and year first above written.

**[RESCO]**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Rooftop Owner]**

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

Title: \_\_\_\_\_

**Exhibit 1**

**Schedule of Property**

| <b>S. No.<br/>(1)</b> | <b>Name and address of the building (Premise)<br/>(2)</b> | <b>Approximate Rooftop Area<br/>(Premise)<br/>(3)</b> |
|-----------------------|---|---|
|                       |   |   |

Note: Rooftop Owner does not make any representation regarding the appropriateness or the extent of usable area out of the total Rooftop area mentioned in Column – 3 above.



**Exhibit 2**

**Details of Third Party Insurance to be obtained/already obtained by the RESCO**

**ANNEXURE 13: FORMAT OF INSTALLATION CERTIFICATE**

|         |          |           |
|---------|----------|-----------|
| RST No: |          | Phone No: |
| CST No: | M/s_____ | Fax No:   |
| TIN No: | Address: | E-mail :  |

**INSTALLATION CERTIFICATE**

**Date of Installation:**

Name of Rooftop Owner\_\_\_\_\_

Address of Place of Installation:\_\_\_\_\_

Tel No\_\_\_\_\_ Mobile No\_\_\_\_\_

Certified that .....kW Rooftop Solar Photovoltaic Power in reference to RREC Letter of Allocation order No\_\_\_\_\_ Dated\_\_\_\_\_ has been installed at the place mentioned in good working condition.

The details of material installed are as under:

| <b>S. No.</b> | <b>Item</b>                 | <b>Make and Capacity of each</b> | <b>Quantity</b> | <b>Serial Numbers</b> |
|---------------|-----------------------------|----------------------------------|-----------------|-----------------------|
| 1.            | SPV Module of .....Wp each: |                                  |                 |                       |
| 2.            | Charge Controller/Invertor  |                                  |                 |                       |
| 3.            | Invertor/PCU                |                                  |                 |                       |
| 4.            | Module Stand                |                                  |                 |                       |
| 5.            | Cable                       |                                  |                 |                       |
| 6.            | Lightning Arrestor          |                                  |                 |                       |
| 7.            | Surge Protection device     |                                  |                 |                       |
| 8.            | Other items.....            |                                  |                 |                       |

Signature of Beneficiary:  
system

Signature of representative of RESCO that installed the  
(Name: .....)

Signature of Firm's authorised Person with seal.

PO/PM, RREC verification.

Note: RST/CST/TIN no. Should be printed or stamped properly

## ANNEXURE 14: PROJECT COMPLETION REPORT

|  |                                       |                            |                  |
|--|---------------------------------------|----------------------------|------------------|
| Financial Year:  |                                       |                            |                  |
| Approval No.:  |                                       |                            |                  |
| Installed by Agency:   |                                       |                            |                  |
| Project initiated by:  |                                       |                            |                  |
|  |                                       |                            |                  |
| <b>Title of the Project</b>  |                                       | Capacity (kWp)             |                  |
| <b>Category of the organization/beneficiary</b>  |                                       | Name of the Contact Person |                  |
| Address of the Contact person  |                                       |                            |                  |
| State  |                                       | District/City              |                  |
| Mobile   |                                       | E-mail                     |                  |
| Telephone No. (with STD code)  |                                       | Website                    |                  |
| <b>Other info</b>  |                                       |                            |                  |
| Electricity Distribution Company Name  |                                       |                            |                  |
| Electricity consumer account no. as per electricity bill   |                                       |                            |                  |
| <b>Bank details of Beneficiary</b>   |                                       |                            |                  |
| Name of A/c holder   |                                       |                            |                  |
| Name of Bank   |                                       |                            |                  |
| Name of Branch and Address   |                                       |                            |                  |
| Bank IFSC Code   |                                       |                            |                  |
| 9 Digit MICR code  |                                       |                            |                  |
| Type of Account  |                                       |                            |                  |
| Account No.  |                                       |                            |                  |
| Aadhar Card Number   |                                       |                            |                  |
| Technology Description and System Design/Specification<br>(Compliance to BIS/IEC Standards is mandatory) |                                       |                            |                  |
| <b>Module</b>  |                                       |                            |                  |
| Capacity/Power of each PV module (Wp)  | 1. Capacity/Power<br>2.Capacity/Power |                            | 1 Nos.<br>2 Nos. |
| Cumulative Capacity of Modules (kWp)   |                                       |                            |                  |
| Solar Cell Technology  |                                       |                            |                  |
| Module efficiency (in percentage)  |                                       |                            |                  |

| <b>Inverters</b>  |                     |                                 |     |
|---|---------------------|---------------------------------|-----|
| Type of Inverter  |                     |                                 |     |
| Make of Inverter  |                     |                                 |     |
| Capacity/Power of each PCU/inverters (VA)                                 | Capacity/Power Nos. |                                 |     |
| Capacity/Power of PCU/Inverters (KVA)                                     |                     |                                 |     |
| Inverter efficiency (Full load) – in percentage                           |                     |                                 |     |
| <b>Metering Arrangement</b>   |                     |                                 |     |
| Details of Metering   |                     |                                 |     |
| Type of Meter   |                     |                                 |     |
| Make of Meter   |                     |                                 |     |
| <b>Other Information</b>  |                     |                                 |     |
| Units of electricity generated by the Solar Project as per meter (in kWh) |                     |                                 |     |
| <b>Monitoring Mechanism</b>   |                     |                                 |     |
| No. of personnel to be trained in O&M                                     |                     |                                 |     |
| Task and Expected schedule (in months)                                    |                     |                                 |     |
| Grid connectivity level   |                     |                                 |     |
| Grid connectivity level phase   |                     | Grid connectivity level voltage |     |
|   |                     |                                 |     |
| Costing of Project  |                     |                                 |     |
| Hardware Cost   | Rs.                 | Total Cost of Installation      | Rs. |
| <b>Means of Finance</b>   |                     |                                 |     |
| Envisaged Central Financial Assistance from MNRE (if applicable)          | Rs.                 |                                 |     |
| Financial Assistance from State (if applicable)                           | Rs.                 |                                 |     |
| Contribution of Beneficiaries   | Rs.                 |                                 |     |
| Other source(s) of funding  | Rs.                 |                                 |     |

**SIGNATURE and SEAL OF BIDDER**

## **ANNEXURE 15: COMMISSIONING CERTIFICATE**

Following are certified in reference to RREC, Project order referred above for Design, Supply, Erection, Testing and Commissioning of Rooftop Solar Photovoltaic Power Projects of \_\_\_\_\_kW installed by the RESCO:

1. A Service Level Agreement as per the format at ANNEXURE 42: SERVICE LEVEL AGREEMENT of RfS has been executed with the beneficiary.
2. The Project has been installed and commissioned in good condition as per technical specification of this RfS.
3. The work has been completed on date \_\_\_\_\_ with in stipulated period / with a delay of \_\_\_\_\_ days.
4. Instruction Manual, Guarantee Card and Invoice of system have been provided to beneficiaries.
5. The performance of the Project for 1 (One) month period has been checked and found as per requirement.

**SIGNATURE of PROJECT OFFICER, RREC with SEAL**

## ANNEXURE 16: YEARLY PROJECT PERFORMANCE REPORT

1. Month and Year
2. Name of the RESCO
3. RfS No.
4. Allocated Capacity
5. Address of the Premise

| Month | Generation (kWh) | Grid Outage (hh:mm) | Inverter Down period (hh:mm) | Remarks |
|-------|------------------|---------------------|------------------------------|---------|
| 1     |                  |                     |                              |         |
| 2     |                  |                     |                              |         |
| 3     |                  |                     |                              |         |
| 4     |                  |                     |                              |         |
| 5     |                  |                     |                              |         |
| 6     |                  |                     |                              |         |
| 7     |                  |                     |                              |         |
| 8     |                  |                     |                              |         |
| 9     |                  |                     |                              |         |
| 10    |                  |                     |                              |         |
| 11    |                  |                     |                              |         |
| 12    |                  |                     |                              |         |

**SIGNATURE and SEAL OF BIDDER**

**ANNEXURE 17: INVOICE FORMAT**

|     |   |                     |
|-----|---|---------------------|
| (A) | Name and Address of RESCO                     |                     |
| (B) | LoA No.                                       |                     |
| (C) | Date of Invoice (dd/mm/yyyy)                  |                     |
| (D) | Period of Invoice                             | From _____ to _____ |
| (E) | Name and Address of Building                  |                     |
| (F) | Name of the Building Owner                    |                     |
| (G) | Capacity of the Project (kW)                  |                     |
| (H) | Date of Commissioning of Project (dd/mm/yyyy) |                     |
| (I) | Previous Meter Reading date (dd/mm/yyyy)      |                     |
| (J) | Previous Meter Reading (kWh)                  |                     |
| (K) | Current Meter Reading (kWh)                   |                     |
| (L) | Net Meter Reading (kWh) (L=K-J)               |                     |
| (M) | Levelized Tariff (Rs.)                        |                     |
| (N) | This Month's Charges (Rs.) (N=(L) x(M))       |                     |
| (O) | Arrears due (Rs.)                             |                     |
| (P) | Refunds due (Rs.)                             |                     |
| (Q) | Late Payment Surcharge (Rs.)                  |                     |
| (R) | Other Charges, if any (Rs.)                   |                     |
| (S) | Total Charges Payable (Rs.)<br>(R=N+O+P+Q+R)  |                     |

Total Charges Payable in words \_\_\_\_\_

Please arrange to issue a cheque or DD for the above mentioned amount in the favour of  
“\_\_\_\_\_” payable at \_\_\_\_\_ or

NEFT transfer to the following Bank Account details of \_\_\_\_\_ [insert name of RESCO]

|                |  |
|----------------|--|
| Account Name   |  |
| Account Number |  |
| Bank Account   |  |
| IFSC Code      |  |
| MICR Code      |  |
| Bank Address   |  |

**SIGNATURE and SEAL OF BIDDER**

## **ANNEXURE 18: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST**

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest:-**

Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations i.e. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. Have controlling partners/ shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than 1(One) Bidding a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge consultant for the contract.

### **SIGNATURE and SEAL OF BIDDER**



## **ANNEXURE 19: GRIEVANCE REDRESSAL PROCESS**

The designation and address of the First Appellate Authority is Director (Technical), RREC Jaipur.

The designation and address of the Second Appellate Authority is Managing Director, RREC Jaipur.

### **1) Filing an appeal**

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the RfS within a period of 10 (Ten) days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bid(s) before the opening of the Financial Bid(s), an appeal related to the matter of Financial Bid(s) may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 (Thirty) days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective Bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the RfS in this behalf within 15 (Fifteen) days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;

- (e) Applicability of the provisions of confidentiality.
- 5) Form of Appeal
- a. An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- 6) Fee for filing appeal
- a. Fee for first appeal shall be Rs. 2,500 (Rupees Two Thousand Five Hundred) and for second appeal shall be Rs.10,000 (Rupees Ten Thousand), which shall be non-refundable
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- 7) Procedure for disposal of appeal
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
    - i. hear all the parties to appeal present before him; and
    - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

## **SIGNATURE and SEAL OF BIDDER**

## **ANNEXURE 20: ADDITIONAL CONDITIONS**

### **1. Correction of arithmetical errors**

Provided that a Price Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its EMD shall be forfeited or its Bid Securing Declaration shall be executed.

### **SIGNATURE and SEAL OF BIDDER**

**ANNEXURE 21: AGREEMENT BETWEEN RREC AND RESCO**  
(On Non judicial stamp paper)

1. An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the “RESCO”) which expression shall, where the context so admits, be deemed to include his/ hers successors, executors and administrators, of the one part and the RREC (hereinafter called “the corporation”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.
2. Whereas the RESCO, \_\_\_\_\_ has agreed with the Corporation to take up the work under LoA No. \_\_\_\_\_ date \_\_\_\_\_ for work of Design, Supply, Erection, Testing and Commissioning including Operation and Maintenance for 25 (Twenty Five) years of Rooftop Solar Photovoltaic Power Projects on Buildings identified by Bidder(s) in Rajasthan. All those articles set forth as per RfS issued by RREC at the rates set forth in the said schedule.
3. And whereas the RESCO has deposited as Security Deposit a sum of Rs. \_\_\_\_\_ as Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_.
4. (i) In consideration of the payment to be made by the Rooftop Owner through ..... at the rates set forth in the SLA hereto appended the RESCO will duly supply the electricity as set forth in SLA and thereof in the manner set forth in the conditions of the RfS.  
(ii) The conditions of the RfS enclosed to the RfS No \_\_\_\_\_ dated \_\_\_\_\_ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.  
(iii) Letters Nos. \_\_\_\_\_ received from Bidder and letters Nos. \_\_\_\_\_ issued by the corporation and appended to this agreement shall also form part of this agreement.
5. We abide by all terms and conditions as per RfS.

In witness where of the parties here to set their hands on the day of ..... 2016.

Signature for and as behalf of  
RREC

Signature of the RESCO

Date:

Date:

1. Witness:
2. Witness:

1. Witness:
2. Witness:

## **ANNEXURE 22: TECHNICAL SPECIFICATIONS FOR GRID CONNECTED SPV SYSTEMS**

The proposed Projects shall be commissioned as per the technical specifications given below.

### **1. DEFINITION**

- i. A Grid Tied Rooftop Solar Photovoltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls and Protections, interconnect cables and switches. SPV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during daytime. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., and should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.
- ii. SPV system shall consist of following equipment/components.
  - SPV modules consisting of required number of Crystalline PV modules.
  - Grid interactive PCU with Remote Monitoring System.
  - Mounting structures.
  - Junction Boxes.
  - Earthing and lightning protections.
  - Infra-Red (IR)/ Ultra-Violet (UV) protected Poly-Vinyl Chloride (PVC) Cables, pipes and accessories.

### **1. SOLAR PHOTOVOLTAIC MODULES**

- i. 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 IEC61730 Part-2- requirements for construction and Part 2 – requirements for testing, for safety qualification or equivalent IS.
- ii. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.
- iii. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250Wp and above wattage. Module capacity less than minimum 250Wp shall not be accepted
- iv. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- v. PV modules must be tested and approved by one of the IEC authorized test centers.

- vi. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
- vii. Bidder shall carefully design and accommodate requisite numbers of the modules to achieve the rated power in his Bid. RREC shall allow only minor changes at the time of execution.
- viii. Other general requirement for the PV modules and subsystems shall be the following:
  - The rated output power of any supplied module shall have tolerance of  $\pm 3\%$ .
  - The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 02% (Two percent) from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
  - The modules shall be provided with a Junction Box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
  - I-V curves at STC should be provided by Bidder.
- ix. 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).
  - i. Name of the manufacturer of the PV module
  - ii. Name of the manufacturer of Solar Cells.
  - iii. Month and year of the manufacture (separate for solar cells and modules)
  - iv. Country of origin (separately for solar cells and module)
  - v. I-V curve for the module Wattage,  $I_m$ ,  $V_m$  and FF for the module
  - vi. Unique Serial No and Model No of the module
  - vii. Date and year of obtaining IEC PV module qualification certificate.
  - viii. Name of the test lab issuing IEC certificate.
  - ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.
  - x. Warranties

**Material Warranty**

- i. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
- ii. Defects and/or failures due to manufacturing
- iii. Defects and/or failures due to quality of materials

- iv. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the owners sole option

**Performance Warranty:**

- i. The predicted electrical degradation of electricity generated not exceeding 20% of the minimum rated power over the 25 (Twenty Five) years period and not more than 10% (Ten percent) after 10 (Ten) years period of the full rated original output.

**2. ARRAY STRUCTURE**

- i. Hot dip galvanized MS 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 plant meets the specified requirements.
- ii. 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 in Rajasthan. 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 Rooftop Owner. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- iii. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS4759. 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 which can withstand the wind speed of respective wind zone. Necessary protection towards rusting needs to be provided either by coating or anodization.
- iv. The fasteners used should be made up of stainless steel. 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
- v. Regarding civil structures, the Bidder(s) need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- vi. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m<sup>2</sup>.
- vii. The minimum clearance of the structure from the roof level should be 300 mm.

**3. JUNCTION BOX (JB)**

- i. The Junction Box (JB) has to be provided in the PV array for termination of connecting cables. The JB's shall be made of GRP/FRP/Powder Coated

Aluminium/cast aluminium alloy with full dust, water and vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input and output termination can be made through suitable cable glands.

- ii. Copper bus bars/terminal blocks housed in the JB's with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single /double compression cable glands provision of earthings. It should be placed at 05 (Five) feet height or above for ease of accessibility.
- iii. Each JB shall have High quality Suitable capacity Metal Oxide Varistors (MOVs)/SPDs, suitable Reverse Blocking Diodes. The JB's shall have suitable arrangement monitoring and disconnection for each of the groups.
- iv. 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

#### **4. DC DISTRIBUTION BOARD:**

- i. DC Distribution panel (DC DPB) to receive the DC output from the array field.
- ii. DC DPBs shall have sheet from enclosure of dust and 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.

#### **5. AC DISTRIBUTION PANEL BOARD:**

- i. AC Distribution Panel Board (AC DPB) shall control the AC power from PCU/inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- ii. All switches and the circuit breakers, connectors should conform to IEC60947, part I, II and III/ IS60947 part I, II and III.
- iii. The changeover switches, cabling work should be undertaken by the Bidder(s) as part of the Project.
- iv. All the Panels shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz
- v. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- vi. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- vii. Should conform to Indian Electricity Act and rules (till last amendment).
- viii. All the 415 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:  $\pm 10\%$
- Variation in supply frequency:  $\pm 3$  Hz

#### 6. PCU/ARRAY SIZE RATIO

- ix. The combined wattage of all inverters should not be less than rated capacity of power plant under STC.
- x. Maximum Power Point Tracker (MPPT) shall be integrated in the PCU/inverter to maximize energy drawn from the array.

#### 7. PCU/ Inverter

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

|   |   |
|---|---|
| Switching Devices                       | IGBT/MOSFET   |
| Control                                 | Microprocessor/DSP  |
| Nominal AC output voltage and frequency | 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made).          |
| Output frequency                        | 50 Hz   |
| Grid Frequency Synchronisation range    | + 3Hz or more   |
| Ambient Temperature considered          | -20°C to +50°C  |
| Humidity                                | 95% Non-condensing  |
| Protection of Enclosure                 | IP-20 (Minimum) for indoor<br>IP-65 (Minimum) for outdoor   |
| Grid Frequency Tolerance range          | +3 or more  |
| Grid Voltage tolerance                  | -0.20.15  |
| No-load losses                          | Less than 1% of rated power   |
| Inverter efficiency (minimum)           | >93% (in case of 10kW or above with in-built galvanic isolation)<br>>97% (in case of 10kW or above without in-built galvanic isolation) |

|                               |                                  |
|-------------------------------|----------------------------------|
| Inverter efficiency (minimum) | >90% (in case of less than 10kW) |
| THD                           | <3%                              |
| PF                            | >0.9%                            |

- ii. Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but In case of less than 10kW single phase inverter can be used.
- iii. PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization and shutdown.
- iv. 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.
- v. Built-in meter and data logger to monitor plant performance through external computer shall be provided. 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.
- vi. The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- vii. The PCU/ inverters should be tested from the MNRE approved test centers /NABL /BIS /IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

#### **8. INTEGRATION OF PV POWER WITH GRID:**

- i. The output power from SPV would be fed to the Inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 04 (Four) pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

#### **9. DATA ACQUISITION SYSTEM / PLANT MONITORING**

- i. Data Acquisition System shall be provided for each of the Project.
- ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.
- iii. **Solar Irradiance:** An integrating Pyranometer / Solar cell based irradiation sensor(along with calibration certificate) provided, with the sensor mounted in the

- plane of the array. Readout integrated with data logging system (This will be provided for Projects above 50kW capacity).
- iv. **Temperature:** Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with read out integrated with the data logging system(This will be provided with SPV Power Plants of PV capacity more than50 kW).
  - v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
    - AC Voltage.
    - AC Output current.
    - Output Power
    - Power factor.
    - DC Input Voltage.
    - DC Input Current.
    - Time Active.
    - Time disabled.
    - Time Idle.
    - Power produced
    - Protective function limits (viz-AC Over voltage, AC Under voltage, over frequency, under frequency ground fault, PV starting voltage, PV stopping voltage).
  - vi. 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 month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
  - vii. Solar Meter: Digital Energy Meters to log the actual value of energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class/ as per Distribution Utility guidelines.
  - viii. Computerized DC Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.
  - ix. 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.
  - x. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.

- xi. 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.
- xii. All instantaneous data shall be shown on the computer screen.
- xiii. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
- xiv. Provision for Internet monitoring and download of data shall be also incorporated
- xv. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants. The data of the solar radiation and temperature monitoring system should also be available on Remote Monitoring server (This will be provided with SPV Power Plants of PV capacity more than 50 kW).
- xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis (This will be provided with SPV Power Plants of PV capacity more than 50 kW).
- xvii. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided (This will be provided with SPV Power Plants of PV capacity more than 50kW).
- xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner location with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and operation and maintenance/control to be ensured by the supplier..

**10. TRANSFORMER “IF REQUIRED” and METERING:**

- i. Dry/oil type relevant kVA, 11kV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work. (If the transformer is required, the cost of the same will be borne by beneficiary and will not be the part of the Project cost).
- ii. The bi-directional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- iii. The Bidder(s) must take approval/NOC from the Concerned Distribution Utility for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to RREC before commissioning of SPV plant.
- iv. Reverse power relay shall be provided by Bidder(s) (if necessary), as per the local Distribution Utility requirement.

**11. POWER CONSUMPTION**

- i. Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid.

Finalization of tariff is not under the purview of RREC. Decisions of appropriate authority like Distribution Utility, RERC may be followed.

## **12. PROTECTIONS**

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

### **a. LIGHTNING PROTECTION**

The SPV power plants shall be provided with lightning and over voltage protection. The main aim in this protection shall be to reduce the overvoltage 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 IEC62305 standard. The protection against induced high-voltages shall be provided by the use of Metal Oxide Varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

### **b. SURGE PROTECTION**

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

### **c. 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 be tested in presence of the representative of Department/RREC as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- 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.

## **13. GRID ISLANDING:**

- i. 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 SPV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- ii. A manual disconnect 4pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

#### **14. CABLES**

- i. Cables of appropriate size to be used in the system shall have the following characteristics:
  - Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
  - Temp. Range:  $-10^{\circ}\text{C}$  to  $+80^{\circ}\text{C}$ .
  - 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 solar system 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. 25years.
  - The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant provided by the Bidder(s). Any change in cabling sizes if desired by the Bidder(s)/approved after citing appropriate reasons. All cable schedules/layout drawings approved prior to installation.
  - Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/equivalent BIS Standards as specified below: BoS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.
  - The size of each type of DC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 1%. 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 %.

#### **15. CONNECTIVITY**

- i. The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the RERC regulation for Grid connectivity and norms of Distribution Utility and amended from time to time.

- The maximum permissible capacity for rooftop shall be 1 MW for a singlenet metering point.
- Utilities may have voltage levels other than above, Distribution Utility's may be consulted before finalization of the voltage level and specification be made accordingly.
- For large PV system (Above 100 kW) for commercial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step up transformer. The transformers and associated switchgear would require to be provided by the Bidder.

**16. TOOLS and TACKLES AND SPARES:**

- i. After completion of installation and commissioning of the power plant, necessary tools and tackles are to be provided free of cost by the RESCO) for maintenance purpose.
- ii. A list of requisite spares 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, which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and operation and Maintenance which upon its use shall be replenished.

**17. DANGER BOARDS AND SIGNAGES:**

- i. Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signage shall be provided one each at battery –cum– control room, solar array area and main entry from administrative block. Text of the signage may be finalized in consultation with RREC.

**18. FIRE EXTINGUISHERS:**

- i. The firefighting system for the proposed power plant for fire protection shall be consisting of:
  - Portable fire extinguishers in the control room for fire caused by electrical short circuits Sand buckets in the control room
  - The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

**19. DRAWINGS and MANUALS:**

- i. Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical datasheets for each equipment by giving details of the specifications along with make/makes in their Bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.

- ii. Approved ISI and reputed makes for equipment be used.
- iii. For complete electro-mechanical works, Bidder(s) shall supply complete design, details and drawings for approval to RREC before progressing with the installation work

**20. PLANNING AND DESIGNING:**

- i. The Bidder(s) should carry out Shadow Analysis at the site and accordingly design strings and arrays layout considering optimal usage of space, material and labour. The Bidder(s) should submit the array layout drawings along with Shadow Analysis Report to Rooftop Owner for approval.
- ii. RREC reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.
- iii. The Bidder(s) shall submit preliminary drawing for approval and based on any modification or recommendation, if any. The Bidder(s) submits three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

**21. DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT**

- i. RESCO shall furnish the following drawings Award/Intent and obtain approval
- ii. General arrangement and dimensioned layout
- iii. Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
- iv. Structural drawing along with foundation details for the structure.
- v. Itemized bill of material for complete SV plant covering all the components and associated accessories.
- vi. Layout of solar Power Array
- vii. Shadow analysis of the roof

**22. SOLAR PV SYSTEM ON THE ROOFTOP FOR MEETING THE ANNUAL ENERGY REQUIREMENT**

- i. The Solar PV system on the rooftop of the selected Buildings will be installed for meeting the annual energy requirements of PV capacity permissible by Distribution Utility as per regulation issued by RERC.

**23. SAFETY MEASURES:**

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



**ANNEXURE 23: APPLICATION FOR NET METERING AND GRID CONNECTIVITY  
OF RTS PROJECT**

To,

The AEN (O&M)

(Name of Distribution Utility)

Date:

I/We hereby apply for a Solar Energy net-metering connection at the service connection and for the Solar PV plant of which details are given below:

|     |  |  |
|-----|--|--|
| 1.  | Name of Applicant  |  |
| 2.  | Address of Applicant   |  |
| 3.  | Service Connection Number/ Account Number  |  |
| 4.  | Single Phase/ Three Phase  |  |
| 5.  | Sanction Load (kW) / Contract Demand (kVA)   |  |
| 6.  | Category (DS/NDS, etc.)  |  |
| 7.  | Telephone Number (s)   |  |
| 8.  | E-mail ID  |  |
| 9.  | Solar PV Plant capacity (kW)   |  |
| 10. | Solar grid Inverter make and type  |  |
| 11. | Solar grid Inverter has automatic isolation protection (Y/N)?  |  |
| 12. | Has a Solar Generation Meter has been installed (Y/N)?   |  |
| 13. | Expected date of commissioning of solar PV system  |  |
| 14. | Details of test certificates of Solar PV plant/Inverter for standards required under the Regulations |  |
| 15. | Whether applicant wish to avail MNRE subsidy (Yes/No)  |  |
| 16. | Whether MNRE subsidy is sanctioned (Yes/No)  |  |

**Documents Enclosed:**

1. Copy of latest Electricity Bill
2. Copy of subsidy sanction letter from MNRE
3. Self-certification for not availing MNRE subsidy

**Certificate:** The above stated information is true to the best of my knowledge.

Place:

Name:

Date:

Signature:

## **ANNEXURE 24: NET-METERING APPLICATION ACKNOWLEDGMENT**

Received an application for a solar energy net-metering connection form,

Name:

Date:

Service Connection Number:

Application Registration No.:

Solar Plant Capacity:

Name of Officer:

Signature:

Designation:

## **ANNEXURE 25 :NET METERING INTER-CONNECTION AGREEMENT**

This Agreement is made and entered into at \_\_\_\_\_ (location) on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (month) of \_\_\_\_\_ (year) between the Eligible Consumer, by the name of \_\_\_\_\_ having premises at \_\_\_\_\_ (address) as first party

AND

Distribution Utility (herein after called as Distribution Utility) and represented by \_\_\_\_\_ (designation of office) and having its registered office at \_\_\_\_\_ (address) as second party of the Agreement.

And whereas, the Distribution Utility agrees to provide grid connectivity to the Eligible Consumer for injection of the electricity generated from its RTS Project of capacity \_\_\_ kW into the power system of Distribution Utility and as per conditions of this Agreement and RERC (Connectivity and Net Metering for Rooftop and Small Solar Grid Interactive Systems) Regulations, 2015 issued by the Rajasthan Electricity Regulatory Commission.

Both the parties hereby agree to as follows:

### **1. Eligibility**

1.1 Eligibility for net-metering has been specified in the relevant order of the Rajasthan Electricity Regulatory Commission. Eligible Consumer has to meet the standards and conditions for being integrated into grid/distribution system.

### **2. Technical and Interconnection Requirements**

2.1 The Eligible Consumer agrees that its RTS Project and net metering system will conform to the standards and requirements specified in RERC (Connectivity and Net Metering for Rooftop and Small Solar Grid Interactive Systems) Regulations, 2015 and in the following Regulations and codes as amended from time to time.

- a. CEA's (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013
- b. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006
- c. RERC Supply Code Regulations 2004.

2.2 Eligible Consumer agrees that it has installed or will install, prior to connection of RTS Project to Distribution Utility's distribution system, an isolation device (both automatic

and inbuilt within inverter and external manual relays) and agrees for the Distribution Utility to have access to and operation of this, if required and for repair and maintenance of the distribution system.

- 2.3 Eligible Consumer agrees that in case of a power outage on Distribution Utility's system, RTS Project will disconnect/isolate automatically and it will not inject power into Utility's distribution system.
- 2.4 All the equipment connected to distribution system shall be compliant with relevant International (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010.
- 2.5 Eligible Consumer agrees that Utility will specify the interface/interconnection point and metering point.
- 2.6 Eligible Consumer and Utility agree to comply with the relevant CEA regulations and RERC (Metering) Regulations, 2007 in respect of operation and maintenance of the RTS Project, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, flicker etc.
- 2.7 Due to Distribution Utility's obligation to maintain a safe and reliable distribution system, Eligible Consumer agrees that if it is determined by the Distribution Utility that Eligible Consumer's RTS Project either causes damage to and/or produces adverse effects affecting other consumers or Distribution Utility's assets, Eligible Consumer will have to disconnect RTS Project immediately from the distribution system upon direction from the Distribution Utility and correct the problem at its own expense prior to a reconnection.
- 2.8 The Eligible Consumer shall be solely responsible for any accident to human being/animals whatsoever (fatal/non-fatal/departamental/non-departamental) that may occur due to back feeding from the RTS Project when the grid supply is off. The Distribution Utility reserves the right to disconnect the Eligible Consumer's RTS Project at any time in the event of such exigencies to prevent accident or damage to man and material.

### **3. Clearances and Approvals**

- 3.1 The Eligible Consumer shall obtain all the necessary approvals and clearances (environmental and grid connection related) before connecting the RTS Project to the distribution system.

#### **4. Access and Disconnection**

- 4.1 Distribution Utility shall have access to metering equipment and disconnecting means of the RTS Project, both automatic and manual, at all times.
- 4.2 In emergency or outage situation, where there is no access to the disconnecting means, both automatic and manual, such as a switch or breaker, Distribution Utility may disconnect service to the premises of the Eligible Consumer.

#### **5. Liabilities**

- 5.1 Eligible Consumer and Distribution Utility shall indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of RTS Project or Distribution Utility's distribution system.
- 5.2 Distribution Utility and Eligible Consumer shall not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.
- 5.3 Distribution Utility shall not be liable for delivery or realization by Eligible Consumer for any fiscal or other incentive provided by the Central/State Government beyond the scope specified by the Commission in its relevant Order.
- 5.4 The Distribution Utility may consider the quantum of electricity generation from the RTS Project under net metering arrangement towards Renewable Purchase Obligation. (Applicable only in case of Eligible Consumer who is not defined as an Obligated Entity).
- 5.5 The proceeds from CDM benefits shall be retained by the Distribution Utility.

#### **6. Commercial Settlement**

- 6.1 All the commercial settlement under this agreement shall follow the Net Metering Regulations, 2015 issued by the RERC.

#### **7. Connection Costs**

- 7.1 The Eligible Consumer shall bear all costs related to setting up of RTS Project including metering and interconnection costs. The Eligible Consumer agrees to pay the actual cost of modifications and upgrades to the service line required to connect RTS Project to the grid in case it is required.

**8. Termination**

- 8.1 The Eligible Consumer can terminate agreement at any time by providing Distribution Utility with 90 (Ninety) days prior notice.
- 8.2 Distribution Utility has the right to terminate Agreement on 30 (Thirty) days prior written notice, if Eligible Consumer commits breach of any of the term of this Agreement and does not remedy the breach within 30 (Thirty) days of receiving written notice from Distribution Utility of the breach.
- 8.3 Eligible Consumer shall upon termination of this Agreement, disconnect the RTS Project from Utility’s distribution system in a timely manner and to Distribution Utility’s satisfaction.

In witness, whereof, Mr. /Ms. \_\_\_\_\_ for and on behalf of \_\_\_\_\_ (Eligible Consumer) and Mr. /Ms. \_\_\_\_\_ for and on behalf of \_\_\_\_\_ (Distribution Utility) sign this agreement in two originals.

**Eligible Consumer**

Name  
Address  
Service Connection No.

**Distribution Utility**

Name  
Designation  
Office Address