

Request for Proposal

for

Empanelment

of Bidders for

**Design, Supply, Erection, Testing, Commissioning and
Comprehensive Operation and Maintenance for 25 years
of**

**282 MW Grid Connected Rooftop Solar Photovoltaic Power Projects on
State Government buildings/State Government undertaking buildings**

in

Rajasthan

NIT No.: RREC/TN-10/2024-25

Cost of Bid:

Rs.5,000/- +18% GST i.e. Rs.5,900/-



RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED

(Government of Rajasthan undertaking)

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

CIN U40101RJ 1995SGC009847

Phone: 0141-2229055 / 2221650 / 2225859

Fax: 0141-2226028

Email: rrec.rooftop@gmail.com

Website: www.energy.rajasthan.gov.in/rrecl

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ISSUANCE

This Request for Proposal (RFP), **NIT No.: RREC/TN-10/2024-25** by Rajasthan Renewable Energy Corporation Limited (RREC) is for empanelment of eligible Bidder(s) for the design, supply, erection, testing and commissioning including comprehensive 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 in Rajasthan.

This RFP along with Formats, Annexure etc. is issued to –

M/s. _____

Note:

- a. This RFP is not transferable.
- b. Though adequate care has been taken while preparing this RFP, the Bidder(s) shall satisfy itself that this RFP 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) **UP TO DATE OF PRE-BID MEETING**, it shall be considered that this RFP is complete in all respects.
- c. RREC may modify, amend, or supplement this RFP including allocation of Capacity.
- 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 RFP, or as amended by RREC.**
- e. Bidder(s) are suggested to regularly visit RREC website www.energy.rajasthan.gov.in/rrec1 for latest updates after the issue of this RFP. 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 Director (Technical)
Rajasthan Renewable Energy Corporation Limited
E-166, Yudhisthir-Marg, C-Scheme
Jaipur, Rajasthan- 302001
Tel: 0141-2221650 / 2229341/ 2229055
Fax: 0141-2226028
Email: rrec.rooftop@gmail.com

BID INFORMATION SHEET

Particulars	Details
NIT No.	NIT No.: RREC/TN-10/2024-25(Short Term NIT)
Details of work	Design, Supply, Erection, Testing and Commissioning with Net-Metering including Comprehensive 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 at various locations in Rajasthan.
Work Area	Various Locations in entire Rajasthan State
Total Proposed Allocated Capacity of RTS Projects	Total 282 MWp capacity (Circle/District wise capacity demand for Solar Rooftop Projects on various State Govt buildings is given in Annexure 1) (This Capacity may further be enhanced or modified as per the requirement received from Various Government Departments)
Quoted capacity	Minimum and Maximum quoted capacity by bidders shall be 5 MWp and 100MWp respectively. Minimum bid capacity in any district cannot be less than 5 MW. Bidder to furnish Bid Security for the quoted capacity.
Bid Security	Rs 8,70,000 per MW (2% of the Benchmark cost as issued by MNRE) for the entire quoted capacity by way of DD/Bankers Cheque/Bank Guarantee in favor of Managing Director, RREC payable at Jaipur. (For details refer clause 3.15.1)
Non-refundable Cost of Bid Document	Rs.5,000/- & GST @18% i.e., Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) by way of DD/Bankers Cheque in favour of Managing Director, RREC payable at Jaipur
Non-refundable e-proc Charges for each Bidder	Rs. 2500/- (Rupees Two Thousand Five Hundred Only) by way of DD/Banker's Cheque in favour of Managing Director, Raj COMP Info Services Ltd. (RISL), payable at Jaipur vide order No. F.8(10)/FD/SPFC/MISC./2022. Revision in 27.10.2023.
Start date of downloading RFP (RFP can be downloaded from website http://eproc.rajasthan.gov.in)	07.11.2024 6:00 PM
Date and time of Pre-Bid Meeting.	12.11.2024, 11:00 AM (Clarification/Suggestions are invited online through the link available on the Home Page of RRECL website)
Last date and time of submission of Envelope-1 (through hard copy at RREC Head Office)	26.11.2024, 12:00 Noon
Last date and time of submission of on-line Bid through e-procurement portal	26.11.2024, 4:00 PM
Validity of Bid	180 days form Last Date of Submission of Bid.
Date and time of opening of Envelope-1	27.11.2024, 12:00 Noon
Date and time of opening of Cover-1 & Cover-2 (on-line)	27.11.2024, 12:00 Noon
Date and time of opening of Cover-3 (on-line)	Shall be intimated after evaluation of technical bid.
Construction - Performance Bank Guarantee (C-PBG)/ Performance Security	Successful Bidder shall be required to furnish a Construction-Performance Bank Guarantee (C-PBG) as per the provisions of Clause 3.16

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 offer of the Bidders shall be for Minimum 5 MW and Maximum of 100 MW capacity. The offers for less than minimum capacity will be rejected. **Minimum bid capacity in any district cannot be less than 5 MW.**
- iii. Bidder is required to first determine for what capacity they can quote based on Financial and Technical Eligibility Criteria as given in Section II along with capacity cap of Minimum 5 MW and Maximum 100MW per bidder. Further, the bidder is required to distribute their eligible capacity across the preferred Circles/Districts out of 09 Circles/Districts (as given in Annexure 1) with either equal or different quantity along with per MW rate in each of the preferred Circles/Districts as per the given financial bid format in SECTION VIII.
- iv. If no bids are received in a particular circle/District, RREC would have the choice of inviting the L1 bidder from a different circle/District which the concerned L1 bidder would be mandated to accept.
- v. The tender cost, Bid Security, and e-tender processing fees of RISL as detailed under to be deposited in RREC office as per the Bid timeline given in the Bid Information Sheet.

***(This is essential otherwise the bid in electronic form (bid1, cover 2 and Cover 3) of that bidder will not be opened.)**

The bidder will have to deposit in ENVELOPE–I

- a) The DD/Bankers Cheque of prescribed cost of tender Rs.5,000/- & GST @18% i.e., Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) in favour of Managing Director, RREC, payable at Jaipur,
- b) The prescribed e-proc Processing Fee of Rs. 2500/- (Rupees Two Thousand Five Hundred Only) by way of DD/Banker's Cheque in favour of Managing Director, RajCOMP Info Services Ltd. (RISL) payable at Jaipur
- c) Bid Security of INR equal to 2% of the Benchmark cost for entire quoted capacity in MWp as detailed at Clause No. 3.15.1 by way of DD/Bankers Cheque/Bank Guarantee (valid for six months from last date of submission of bid) in favour of Managing Director, RREC, Jaipur.
Bidder to furnish Bid Security for the quoted capacity.

vi. **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 BID SECURITY (in .pdf format) with copy of relevant Certificate for Exemption of BID SECURITY (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 (duly signed on each page as proof of acceptance of all terms and condition of Bid).

(3) Cover-3: - Financial Bid as per Format attached.

NOTE:

1. The financial bid is to be submitted online only as per format SECTION VIII. 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.
- vii. 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.
- viii. The Bidder(s) shall not quote any deviations/ amendments/modifications/alterations in the Financial Bid(s). Financial Bid(s) with any such deviations shall be rejected.
- ix. 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 based on 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.
- x. 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.
- xi. This RFP 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.
- xii. Bidder(s), who wish to participate in this RFP, 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

- xiii. 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.
- xiv. Contact details of Staff of RREC in reference to this RFP

Name: Sh. Gajraj Singh Meena Designation: General Manager (Rooftop) Address: E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan- 302001 Phone: 0141-2221650 / 2229341/ 2229055 e-mail: rrec.rooftop@gmail.com
Name: Sh. Hariom Gupta Designation: Project Manager (Rooftop) Address: E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan- 302001 Phone: 0141-2221650 / 2229341/ 2229055 e-mail: rrec.rooftop@gmail.com
Name: Sh. Deepak Dutt Rawal Designation: Technical Manager (Rooftop) Address: E-166, Yudhisthir Marg, C-Scheme, Jaipur, Rajasthan- 302001 Phone: 0141-2221650 / 2229341/ 2229055 e-mail: rrec.rooftop@gmail.com

Note: All correspondence in reference to this RFP by mail shall essentially be sent only to e-mail id: rrec.rooftop@gmail.com

DEFINITIONS AND ABBREVIATIONS

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

1. **“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly.
 - i. controls, or
 - ii. is controlled by, or
 - iii. is under common control witha Bidder or a member (in case of a Consortium) and control means ownership by one Bidder/member of at least 26% paid up equity capital in any other Entity. Any bank or financial institution shall not be considered as Affiliate **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
2. **Balance of Supply (BoS):** BoS shall include all components of the rooftop solar PV except solar PV module and PCU/Inverter. The BoS shall include support structure, civil works, AC & DC cable, ACDB, DCDB, Meters (Solar Meter and Net Meter including required accessories), earthing & lightning protection, hardware material, junction boxes, data acquisition system, remote monitoring system, grid islanding system, fire extinguishers, etc. and all other related parts as given in SECTION VII (Technical Specifications), accessories, tools, tackles and spares required for satisfactory completion and O&M of the projects
3. **“Benchmark Cost”** Benchmark cost shall mean Rs 4,35,00,000 per MW for Design, Supply, Erection, Testing and Commissioning with Net-Metering including Comprehensive Operation and Maintenance (O&M) for grid connected solar rooftop projects.
4. **“Beneficiary Department”** shall mean the State Govt Department where the solar rooftop projects shall be installed. The Words/Phrases-Beneficiary Department, User Department shall hold the same meaning and can be used interchangeably.
5. **“Bid”** shall mean the Technical and Financial proposal submitted by the Bidder along with all documents/credentials/attachment’s annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
6. **“Bidder(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor/Joint venture of companies or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require.
7. **“Bidding Consortium or Consortium”** shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid, in response to RFP for the project.
8. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet.
9. **“Bid Security”** shall mean Bid Security to be submitted by the Bidder along with the Bid as per clause 3.15; Bidder to furnish Bid Security for the quoted capacity.
10. **“CEA”** shall mean Central Electricity Authority.
11. **“Capacity Utilization Factor” (CUF)** in a Year shall mean the ratio of the output of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24. (CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365));
However, for demonstration of successful Completion, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus installed Project capacity x 1 x 24, adjusted to seasonality as per provisions of Clause 3.19.

12. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
13. **“Competent Authority”** shall mean Managing Director of RRECL, himself and/or a person or group of persons nominated by him for the mentioned purpose herein.
14. **“Completion”** shall mean supply and erection/installation of the Project and demonstration of CUF as per provisions of clause 3.19.
15. **“Commissioning”** shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations and clause 6.10, by the Successful Bidder.
16. **“Commercial Operation Date” or “COD”** shall mean Day when full Capacity of the Project shall be commissioned.
17. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
18. **“Comprehensive Operation and Maintenance” or “Comprehensive O&M”** shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the contract;
19. **“Construction and Performance Bank Guarantee (C-PBG)”** shall mean a bank guarantee issued by a Bank and that needs to be submitted by the empanelled vendor to the Nodal Agency for the amount and timeline as mentioned in this RFP to cover the financial loss to the Nodal Agency towards default in performance, non-performance, short performance, or other such contract performance related issues during the project execution phase by the empanelled vendor.
20. **“Day(s)”** shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 11:59:59 hours Indian Standard Time.
21. **"Debt Due"** means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:
 - a. the principal amount of the debt provided by the Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;
 - b. all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt and
 - c. any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost.

provided that if all or any part of the Debt Due is convertible into Equity at the option of Lenders and/or the Successful Bidder, it shall for the purposes of this Contract be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken.

22. **"Debt Service"** means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Lenders for and in respect of Debt Due under the Financing Agreements;
23. **“Effective Date”** shall mean date of execution of Work Order between Successful Bidder and Nodal Agency.
24. **“Electricity User” or “User Department” or “Beneficiary Department”** shall mean the person or company or organization where the rooftop solar power plant has been installed and who uses the

- electricity generated from the installed rooftop solar power plant as per the RFP for its own consumption or injects excess power to the grid through net metering arrangement.
25. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP.
 26. **“Eligible Bidder(s)”** shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of their Financial Bid
 27. **“Escrow Account”** means an Account which the Successful bidder shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance.
 28. **“Expiry Period”** shall mean the 25th anniversary of the SCOD of the Project.
 29. **“Financial Bid”** shall mean online financial Bid, containing the Bidder’s fixed quoted amount, as per format given in RFP.
 30. **“First Operational Year”** shall mean one year from the commissioned date.
 31. **“Free reserves”** means free reserves as defined in definition No. 43 in Companies Act, 2013.
 32. **“IEC”** shall mean specifications of International Electro technical Commission.
 33. **“Initial Part Commissioning”** shall mean the commissioning of first part capacity of Awarded Capacity by EPC Vendor and shall include COD if the entire project commissioned together.
 34. **“Inspecting Authority”** shall mean RRECL designated by the competent authority for the said purpose.
 35. **“kWp”** shall mean Kilo Watt Peak.
 36. **“kWh”** shall mean Kilo Watt Hour.
 37. **“LCoE”** shall mean Levelized Cost of Energy quoted by the bidders, which shall remain fixed for 25 operational years of the project. LCOE shall be calculated as per standard formula $LCOE = \frac{\sum[(I + Mt + Ft) / (1 + r)^t] / \sum[(Et / (1 + r)^t]}{n}$, where I is the initial cost of investment expenditures including CAPEX, cost of capital, depreciations, etc., M is the O&M expenditures, F is the Fuel expenditures (if any), E is the sum of all electricity generated, r is the discount rate for the project, n is the life of the project.
 38. **“LOA”** shall mean Letter of Allocation.
 39. **“Lead Member”** shall mean the member of Bidding Consortium which is designated as leader of the Consortium by another member to represent them as Bidder for this RFP;
 40. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
 41. **“Month(s)”** shall mean a calendar month as per the Gregorian calendar;
 42. **“MoU”** is memorandum of Understanding signed between the Nodal Agency, RREC and the Beneficiary Department
 43. **“MWp”** shall mean Mega Watt Peak.
 44. **“Nodal Agency”** shall mean the Rajasthan Renewable Energy Corporation, (RRECL) Jaipur.
 45. **“Operational Year(s)”** Complete 25 years from the date of commissioning.
 46. **“O&M”** shall mean operation and maintenance of the rooftop solar power projects
 47. **“Operation and Maintenance- Performance Bank Guarantee (OM-PBG)”** shall mean a bank guarantee issued by a bank and that needs to be submitted by the empaneled vendor to the Nodal Agency for the amount and timeline as mentioned in this RFP to cover financial loss to the Nodal Agency due to default in O&M, unsatisfactory O&M leading to shortfall in annual CUF and other such issues related to contract performance during O&M phase of the rooftop solar power projects by the empanelled vendor
 48. **“Order value”** Order Value shall mean the value arrived after subtracting the O&M rate of Rs 5 lakh/MW for 25 years with escalation of 3% year on year (i.e. Rs 1,82,29,632 Lakh/ MW) from the awarded value for the allocated capacity.
 49. **“Part Commissioning”** shall mean the Commissioning of capacity lower than the Work Order

capacity for the purpose of receiving the Commissioning certificate for part capacity.

50. **“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Company Act, 2013.
51. **“Performance Test”** shall mean tests as defined in Article 3.19 which establish successful installation and working of equipment at desired level as per the requirement of issuing authority.
52. **“Premise”** shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non-vacant area which is part of the User/Beneficiary Dept. establishment.
53. **“Punch List”** shall mean the project activities or part of the activities that are incomplete and need to be fixed by the successful bidder as per technical specifications laid out in the contract.
54. **“Project(s)”** shall mean the Grid Connected Solar PV Project(s);
55. **“Project Capacity”** means the capacity of the Projects mentioned in the Work Order. The Project capacity specified is on “AC” Side only.
56. **“Special Purpose Vehicle (SPV)”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with 3.9.
57. **“Prudent Utility Practices”** shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient, and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law.
58. **“Qualified Bidder(s)”** shall mean, for given scope of work, the Eligible Bidder having quoted minimum Financial Bid or Eligible Bidder matching minimum Financial Bid.;
59. **“Quoted Capacity”** shall mean proposed plant capacity offered by the bidder for execution, ensuring eligibility criteria are met as mentioned in this tender.
60. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it.
61. **“RFS”** shall mean request for supplier.
62. **“Scheduled Commercial Operation Date” or “SCOD”** shall mean 12 months from the date of Issuance of LOA.
63. **“Subordinated Debt”** means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date:
 - a. the principal amount of debt provided by lenders or the Successful Bidder's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Lenders; and
 - b. all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual
 - c. interest rate and 6 (six) month LIBOR (London Inter-Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency but does not include any interest that had fallen due 1 (one) year prior to the Transfer Date.

provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Successful Bidder’s shareholders, it shall for the purposes of the Contract be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

64. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law.
65. **“Successful Bidder(s)”** shall mean the Qualified Bidder(s) selected by Nodal Agency pursuant to

this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom LOA has been issued.

66. **"Suspension"** shall have the meaning as set forth in Clause 3.30.
67. **"Termination"** means the expiry or termination of the Contract hereunder.
68. **Termination Payment"** means the amount payable by the Nodal Agency to the Successful Bidder, under and in accordance with the provisions of the Contract, upon Termination.
69. **"Termination Notice"** means the communication issued in accordance with the Contract by one Party to the other Party terminating the Contract.
70. **"Work Order"** is the document signed between the Nodal Agency, RREC and the successful bidder post award of LOA, submission of C-PBG and finalisation of exact installable capacity on the allocated rooftop building to the successful bidder.
71. **"Vendor"** shall mean a successful bidder with whom a contract agreement has been signed by the Nodal Agency for the execution of the project as per scope of work. The terms 'Vendor', 'EPC Vendor' and 'Contractor' shall bear same meaning and shall be used interchangeably.
72. **"Year"** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract 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 contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of Contents and any headings or sub-headings in the Contract has been inserted for case reference only and shall not affect the interpretation of this document.
6. All provisions of the RTPP, Rajasthan shall be applicable to the provisions of this tender, wherever applicable.

SECTION-I: INTRODUCTION

1. INTRODUCTION:

- 1.1. Request for Proposal for Empanelment of Eligible Bidders for Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance of 282 MW capacity for 25 years of Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings in the state of Rajasthan, India in accordance with MNRE/ RERC/ concerned distribution of Govt Buildings licensee norms.
- 1.2. The Bidder is advised to carefully read all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. Nodal Agency reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All bidders qualifying the technical stage shall be treated at par. Financial Bid of the Bidder qualifying at technical stage only shall be opened.
- 1.3. Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of its Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools, and labour involved, wage structures and as to what all works Successful Bidder shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP.

2. BID DETAILS:

- 2.1. The bidding process is for empanelment of eligible vendors for Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance of approximate 282MW capacity of Grid Connected Roof Top Solar PV Systems at various locations of government buildings in the state of Rajasthan, India.
All the Bidders shall be required to bid for a Minimum capacity of 5 MW and Maximum capacity of 100 MW. Bid in any district cannot be less than 5 MW. The offers of bidders for less than minimum capacity will be considered non-responsive and summarily rejected. The bidders Quote minimum 5 MW capacity in a Circle/District.

On the supply part, the successful bidder is required to supply all parts of the solar PV project. Specifications of the solar PV module as per section 8.2.1 and PCU/Inverter as per section 8.2.2 are given here for the reference of the bidder/successful bidder.

The Successful Bidder is required to take approval of the specifications, make and model of the modules, inverters and BOS along with the drawings from RREC before procuring the same.

List of Government Buildings received in RREC shall be made available at the home page of

RREC's Website. However, the identification/selection of Buildings is in the scope of successful bidder.

Circle/District wise total connected load of government buildings (Tentative list provided by Discoms) placed at Annexure-I

The successful bidder shall quote Circle/District wise for the allocation of the quoted RTS capacity. However, this preference does not confer any right on behalf of RRECL for the allocation of RTS capacity exclusively in the preferred location.

2.2. No Subsidy / Incentive is available for any of the Project mentioned as part of this RFP.

2.3. **Key Dates**

The Key Dates shall be as mentioned in **Bid Information Sheet**.

2.4. **Conditions Precedent**

Conditions Precedent for Electricity User/Beneficiary Department:

2.4.1.1. The User Department shall allocate sufficient shadow free space in its Premises to the Successful Bidder and provide last twelve (12) Months of electricity bills (at least of six (6) Months), to the Successful Bidder. The User Department shall allow Successful Bidder to visit the Premise for assessment of required space and locating the proposed project. Minimum space provided by the user department shall be based on 100 square feet per kWp.

2.4.1.2. On allocating enough space for installation of Project, Successful Bidder may ask for a change in location within Premise, but final decision on the location shall be taken by the user department and it shall be binding on Successful Bidder.

2.4.1.3. The User Department should inform Nodal Agency and Successful Bidder, in writing, about the space provided for Project implementation within 6 months of LOA.. Any delay beyond 30 Days in providing sufficient space to Successful Bidder, User Department's Project shall be excluded from further deliberations.

2.4.1.4. An MoU shall be signed between the User Department and the Nodal Agency within Thirty (30) Days from the submission of C-PBG by the successful bidder to the Nodal Agency.

2.4.1.5. Any delay beyond 60 Days in signing the MoU with the Nodal Agency, User Department's Project shall be excluded from further deliberations.

Conditions Precedent for Successful Bidder or the Vendor:

2.4.1.6. Confirmation on acceptance of LOA within 07 Days from the date of issuance.

2.4.1.7. Immediately after acceptance of LOA, the Successful Bidder shall initiate Site Survey, assess free capacity of the concerned Distribution Transformer, analyse last twelve (12) Months of electricity bills (at least six (6) Months) received from, and submit the letter of request for Agreement Capacity to RREC, the Nodal Agency, copying the User Department.

2.4.1.8. The Nodal Agency shall approve the proposed capacity of Solar Rooftop System by the successful bidder after survey of the building for signing Work Order.

2.4.1.9. Nodal Agency shall communicate to Successful Bidder the Work Order Capacity within ten (10) Days from the submission of the site survey report and letter of request.

2.4.1.10. Submission of C-PBG shall be within fifteen (15) Days from the confirmation by Nodal

Agency on the Agreement Capacity.

- 2.4.1.11. The bidders shall complete the commissioning of entire allocated capacity **within 12 (Twelve) Months** from the date of issue of LOA.
- 2.4.1.12. Bidder shall carry out comprehensive operation and maintenance of the rooftop solar power plant for a period of 25 years from COD in accordance with 3.20. Performance of the rooftop solar power plant shall be in accordance with clause 3.19.

Consequences of non-fulfillment of conditions precedent:

- 2.4.1.13. RREC will provide the tentative list of the available government buildings on RRECL website. However, the entire responsibility for identification of buildings and execution of work order within schedules timeline for Solar Rooftop Projects up to their allocated capacity shall lie with the successful Bidders.
- 2.4.1.14. In case, Nodal Agency cancels the LOA issued to Successful Bidder due to non-compliance of obligations by the Successful Bidder, Nodal Agency shall ask the subsequent Bidder in the ascending order for issuance of LOA at the rate quoted by L1 for which LOA has been cancelled.
- 2.4.1.15. At any point of time, if it is found that Successful Bidder is non-compliant or is not willing to accept to Notice to Proceed for any specific type of Building(s), Nodal Agency may take strict action against the Successful Bidder. It may lead to cancellation of LOA issued to that Successful Bidder.

Reward to the Vendor for early completion of the Project:

A vendor shall be rewarded for early completion of the allotted projects. Following terms shall be applicable for claim of rewards:

- 2.4.1.16. Completion of projects shall mean achieving successful COD of the entire portfolio of allotted projects. Mere completion of a portion of allotted capacity shall not be applicable for reward.
- 2.4.1.17. Levelized cost of generation shall be calculated for the portfolio of projects allotted to the vendor with the LCOE formula given in the tender.
- 2.4.1.18. Utility rate of electricity shall be considered as the unit rate charged by DISCOM for the duration of early completion.
- 2.4.1.19. Reward shall be as per the below table. It shall be calculated on the saving achieved due to early completion of projects. For e.g., if a vendor completes a 5MW portfolio in 11 months instead of allotted 12 months of duration, it shall be considered as project completed 30 days prior to schedule, reward applicable to the vendor = 10% of {5 MW * 1000 * CUF of 15% * 24 * 30 * (utility rate – cost of generation)}

No of Days of early completion	Reward %
Equal to 30 days	8%
Greater than 30 and less than 60 days	8% for 30 days and 9% for remaining days upto max 30 days

Greater than 60 days	8% for 30 days, 9% for next 30 days and 10% for remaining days upto max 30 days
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2.4.1.20. This saving amount shall be collected by the Nodal Agency from the beneficiary department and passed on to the vendor.

SECTION-II: INSTRUCTIONS TO THE BIDDER

3. INSTRUCTIONS TO THE BIDDER:

- 3.1. Bidder shall meet the Eligibility Criteria. Consortium of maximum of three companies is allowed under RFP. Consortium may comprise of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination thereof. In case of consortium, Lead Member must independently meet the Financial Eligibility Criteria.
- 3.2. Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria, following conditions shall be applicable:
 - a) Bidder shall establish net worth as required by this RFP.
 - b) In-case Bidder/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then relationship with the Affiliate by the Bidder shall continue i.e., equity holding should be more than 26% for period of the First Operational Year. Further, Affiliate of Bidder and member of Consortium shall furnish information as sought in FORMAT 9 & FORMAT 18.
- 3.3. A Bidder shall not have a conflict of interest for the bid. Bidder(s) shall be disqualified where it has conflict of interest. The Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
 - a) A Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium.
 - b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of Nodal Agency regarding this bidding process.

It is mandatory for all bidders to submit their PRICE-BID only through online (e-tendering). Price Bid submitted in physical form shall not be considered for its opening and only online submitted Price Bid will be considered for evaluation. Bidders to note that Price of those bidders shall be opened (Online/e-tendering) who is found technically qualified and is found reasonably responsive to RREC's Tender eligibility criteria and scope of work. **The Successful Bidder is required to take approval of the specifications of materials from RREC or its authorized representative before procuring the same.**

- 3.4. All the Bidders shall fulfil the pre-qualification criteria as stipulated.
- 3.5. Nodal Agency has rights to annul/cancel the Bid of Bidders who will take any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with Nodal Agency during preparation of RFP and Work Order.
- 3.6. The Bidders shall have to submit their Technical Bid and Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 2.3.

3.7. The payment terms towards the supply, installation, commissioning, and 25 years CMC shall be as follows (post deducting the payment for O&M):

- a. 10 % of the order value (please refer definition no 48 for order value) as an advance against the submission of bank guarantee of equivalent amount in favour of RREC drawn on nationalized bank or banks specified elsewhere in the Tender, valid for a period of six months or up to installation completion of that amount. Interest @ 10% on the monthly outstanding of advance shall be charged.
- b. 10% of the order value against successful supply of solar PV modules and Solar power inverters.
- c. 10% of the order value (20% if advance not availed) shall be released to the contractor against supply, installation, and commissioning of the system (includes Solar PV Modules, Structure, foundation, Inverter, cabling etc. in all respect) with submission of following necessary documents of the installed solar rooftop system at site.
 - i. Invoice
 - ii. Details of system installed site duly signed and stamped by installer.
 - iii. Installation completion certificate duly signed by beneficiary and installer.
 - iv. Photographs with beneficiary, duly sign and stamp on photograph by concern authority for confirming the installation of the system (i.e., Solar Rooftop System, Inverter with Showing Its Sr. no., ACDB, DCDB, LA.) at site.
- d. 2.5% of the order value shall be released to the Contractor every 3 months of successful operation post COD, for a period of Seven (7) years.
- e. Payment of charges for comprehensive operation and maintenance of the rooftop solar power plants for 25 years from the date of COD shall be done on annual basis. An amount of Rs. 5 Lakhs/MW for the quoted capacity shall be paid to the contractor at the end of every year for 25 years after COD with an annual escalation of 3% from completion of 1st year onwards.

Bidders must note that basis prevailing O&M cost for solar rooftop projects in market and to allow real cost to reflect in the financial bid for quote for comprehensive O&M, bidder shall consider the O&M at the rate of Rs 5 Lakh per MW per annum with an annual escalation of 3% from completion of 1st year onwards..

The financial quote by the bidder shall deemed to have considered all the likely price variations, inflation, etc during the currency of the contract and no claim or no escalation on this account shall be admissible for whatsoever reason.

Vendors must note that annual payments towards comprehensive O&M shall be made only after submission of following documents:

- i. Invoices
- ii. Solar meter photographs with Geotags would suffice as acceptable evidence of O&M works.
- iii. Details of breakdown maintenance carried out in the year.
- iv. Schedule of preventive maintenance followed for the year with signature of concerned authority on the O&M checklist after each breakdown or preventive

maintenance carried out.

- v. Any dispute related to short fall units due to non-performance of the rooftop solar power project shall be put before a committee comprising Authorized representative of RREC, Authorized representative of the concerned DISCOM and Authorized representative of the Beneficiary/User Department. Decision of the committee in related to the dispute shall be final and binding on all concerned stakeholders.
- vi. Vendors must note that the project activities, installation, commissioning and comprehensive operation and maintenance of the rooftop solar power projects including all the payment, penalty and relevant terms as per the RFP, LOA, work order shall be under the control and supervision of the Nodal Agency for the term of the agreement i.e. twenty five (25) years.

3.8. ELIGIBILITY CRITERIA

3.8.1. GENERAL

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

3.8.2. FINANCIAL ELIGIBILITY CRITERIA:

- (i) The Bidder should have minimum **Net worth of INR Sixty (60) Lakhs/MW** (exact amount shall be computed based on the quoted capacity of the Bidder in MW), subject to provisions of clause 3.2. In case of Consortium, Net worth should be fulfilled by Lead member only. The Computation of Net worth shall be based on latest available unconsolidated audited annual accounts but not older than two (2) Years. Share premium can be included in the Net worth calculation only in case of listed companies in India. The formula of calculation of net-worth shall be as follows:

Net-worth = (Paid up share capital) + (Free reserves) + (Share premium of listed companies)- (Revaluation of reserves)- (Intangible assets) - (Miscellaneous expenditure to the extent not written off and carry forward losses)

AND

- (ii) The Bidder should have Minimum Average Annual Turnover (MAAT) of INR 1

Hundred lakhs per Mega Watt **(Rs. 100 Lakhs per MW)**, exact amount shall be computed based on the quoted capacity of the Bidder in MW, during last three financial years, i.e., 2023-24, 2022-23 and 2021-22. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

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

Note: -

- i. All requisite documents, such as balance sheet, P&L account, schedules etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder claim for meeting the financial eligibility criteria shall be required to be submitted.
- ii. It is essential to submit financial eligibility criteria requirement and undertaking form as attached in Format 8A and Format 10 of this RFP.
 - a) For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts.
 - b) Bidder shall furnish documentary evidence as per the Format 9, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.
 - c) Bidder can use the financial strength of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
 - d) In case of Consortium, Financial Eligibility Criteria must be met individually by Lead Member and/or its Affiliate.
 - e) Bidders shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility as per FORMAT 12. If the declaration to above effect is found to be false, the eligibility would be considered null and void.

3.8.3. TECHNICAL ELIGIBILITY CRITERIA:

The bidder should have designed, supplied **(Supply of Modules/Inverters can be inclusive or exclusive in the bidder’s scope in the past experience)**, installed, tested & commissioned **at least one number of Grid Connected Solar PV power plant with a minimum capacity of 5 kWp and cumulative capacity of Grid Connected Solar PV power plant(s) equal to or more than 10% of quoted capacity commissioned in the last seven (7) years**, prior to bid submission date.

Note:

- i. The bidders must submit documentary proof for technical eligibility certified by concerned Nodal Agency/Government Organisation/SECI/MNRE Authorised Agency/Project Owner for work executed.
- ii. The bidders shall submit class B electrical contractor licensee of Rajasthan or any other state of India.
- iii. Bidder can use the technical strength of its Affiliate to fulfil the Technical Eligibility

Criteria mentioned in RFP.

- iv. In case of consortium, Technical Criteria shall be fulfilled either by Lead Member or by other consortium partners individually.
- v. The bidder must submit technical eligibility details as per FORMAT 8B.
- vi. Bidder or consortium shall be ineligible for participation in this RFP if Bidder or any member of consortium is involved in litigation or arbitration with Nodal Agency due to not performed the work of equal or more than 25% of previous work order of RRECL last five (5) Years.

3.9. CHECK-LIST:

All bidding related documents should only be submitted online through e-proc website. The hard copy of only payments and guarantees should be sent to the Nodal Agency. To ensure all requisite and relevant documents are uploaded online and is complete in all respects, a checklist of documents has been provided in SECTION VI as part of RFP.

3.10. INCORPORATION OF A SPECIAL PURPOSE VEHICLE (SPV):

In case a Bidder is selected as a Successful Bidder, it shall incorporate a Special Purpose vehicle (SPV) solely meant for the execution and O&M of the awarded solar power projects. In case a Bidder is a consortium, Bidder is responsible to incorporate a SPV within forty-five (45) Days from the issuance of LOA. Further, Bidder shall be responsible to get all required clearances in the name of the SPV; also transfer already obtained clearances, if any.

The aggregate equity share holding of the Successful Bidder in the issued and paid-up equity share capital of the SPV shall not be less than fifty one percent (51%) up to a period of one (1) Operational Year. Company formed by members of the consortium who is a Successful Bidder shall have at least aggregate equity share holding of 51% held by the members of the Consortium in a newly formed Company, up to a period of one (1) Operational Year. Further, any member of the Successful consortium shall maintain individual equity in newly formed Company of at least, 51% (0.51) of its share in the bidding consortium, up to a period of one (1) Operational Year.

In case of Successful Bidder being a Partnership Firm or an LLP, the equity ownership of the partners in the SPV shall remain in same proportion as mentioned in the partnership deed submitted along with the Bid, up to a period of one (1) Operational Year.

Any change in ownership and liabilities after one (1) Operational Year shall be permissible, however following points must be complied:

- a) Successful Bidder should inform Nodal Agency in writing within 30 Days of change in ownership.
- b) The new entity sought to be substituted or brought in as a change must be eligible according to the terms of this tender. To ascertain this eligibility, technical and financial eligibility formats, as provided in this RFP, must be submitted to the Nodal Agency within 30 days of change in ownership for the approval by the Nodal Agency. The Nodal Agency reserves the right to reject the new entity on the grounds of technical and financial ineligibility as per the tender terms and conditions.

3.11. BID SUBMISSION BY THE BIDDER:

The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.

Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s). Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. Strict adherence to the documents required to be submitted Check List-I, as per clause 3.12 shall be ensured, failure on this account may lead to rejection of Bid.

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

The Bidding Company should designate one person to represent the Bidding Company in its dealings with Nodal Agency. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original as per FORMAT 7, authorizing the signatory of the Bid.

3.12. CLARIFICATIONS AND PRE-BID MEETING:

The Bidder may seek clarifications or request amendments to RFP by submitting their Clarification/Suggestions through the link available on the Home Page of RRECL website.

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

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

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

3.13. BID DOCUMENTS:

BID FORMATS: The Bid in response to this RFP shall be submitted by the Bidder in the manner provided in the RFP. The Bid shall comprise of the following:

- a) **CHECK LIST-I:** The following documents are to be submitted in physical (hard copy) up to the date and time mentioned in this RFP. The scanned copies of these documents are also required to be uploaded Online in Cover-1:
- Covering Letter as per prescribed FORMAT 1
 - Cost of tender document
 - e-proc Processing Fee
 - Bid Security of required value as mentioned in Clause 3.15,
 - Certificate issued by the Competent Authority for Exemption/Concessional EMD, if applicable.
- b) **CHECK LIST-II TECHNICAL DOCUMENTS:** The following documents are to be submitted Online Only:
- Original power of attorney (on the non-judicial stamp paper of appropriate value, as per FORMAT 7) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013).
 - General particulars of Bidder as per Format 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
 - Bidder's composition and ownership structure as per prescribed Format 3 as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorized signatory of the Bidder (as applicable).
 - Format 8A & 8B for meeting Eligibility Requirements along with all supporting documents.
 - Format 9, if applicable, supported by Board Resolution of the Affiliate.
 - Format 13 on Declaration for submission of Bid.
 - Format 13 Compliance with Code of Integrity & No Conflict of Interest
 - Format 14 Grievance Redressal Process
 - Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per Format 10, as applicable.
 - Format 18 for Consortium Agreement, if applicable.
 - Signed and stamped Copy of RFP including amendments & clarifications by authorized signatory of Company on each page.

METHOD OF BID SUBMISSION

- a) Bidders are required to submit technical bid, along with all relevant documents as detailed in Clause 3.9 and 3.11 above, on e-tendering website. No hard copy of tender related documents will be accepted, except for challan/payment/fee.
- b) The tender shall be submitted through online mode only, on or before the Bid Deadline.
- c) Financial Bid shall also be submitted through online mode only, with due encryption process in place.

Nodal Agency shall not be responsible for any delay in receipt of the technical bid. It should be noted that except Financial Bid, no other document shall contain any information/document relating to Financial Bid. Nodal Agency shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

While preparing the bid, all constituent pages of the Bid, to be scanned and uploaded, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document uploaded with the Bid shall be signed by the authorized signatory. Bidder shall upload the scanned Bid in original, duly signed by their authorized signatory of the Bidder.

3.14. BID DEADLINE:

3.14.1. The Bidder should submit the online Bid on or before the time schedule mentioned in Bid Information Sheet.

3.14.2. VALIDITY OF BID:

The bid shall remain valid for a period of 180 days from the date of online Bid submission. In case, Successful Bidder is revoking or cancelling its offer or varying any term & conditions in regard thereof or not accepting Letter of Allocation (LOA), Nodal Agency shall forfeit the Bid Security furnished by the Bidder. The date of issuance of LOA shall be intimated by the Nodal Agency to the Successful Bidder. In exceptional circumstances when LOA is not issued, the Nodal Agency may solicit the Bidder's consent to an extension of the period of Bid Validity Period. In such circumstances, the Bid Security provided shall also be suitably extended.

3.15. COST OF BIDDING AND BID SECURITY:

The Bidder shall bear all the costs associated with the preparation and submission of its offer and Nodal Agency will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though Nodal Agency may elect to modify/withdraw the invitation of Bid.

3.15.1. BID SECURITY:

The bid security shall be 2% of the Benchmark cost for entire quoted capacity of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as stated in the table below:

Bid security per MW for quoted capacity		
Bid Security (Rs.)	Bid Security for Small Scale Industries of Rajasthan (Rs.)	Bid Security for other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (Rs.)
Rs. 8,70,000/MW for quoted capacity.	Rs. 217,500/MW for quoted capacity.	Rs. 435,000/MW for quoted capacity.

All provisions regarding exemptions of EMD shall be as per provisions of rule 42 of RTPP Rules 2013 and GF&AR of GoR. Whereas it is described: Under rule 57 (2)(a)(i) of GF&AR – Part-II (FD Order No. F1(1)FD/GF&AR/93-II,dated: 01/07/1996.

In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. Such bidders are exempted from Bid Security on producing bid securing declaration in Hard Copy in Envelope-1 and also online in Cover-1.

The Bid Security shall be from a nationalized/ scheduled bank in the form of Demand Draft drawn in favour of Managing Director, RRECL, as per bank details as below payable at Jaipur OR Bank guarantee as per prescribed format 4.

Name of beneficiary	RRECL, Jaipur
Name of Bank	PNB
Address of Bank	Rajasthan State Agriculture Marketing Board, Jaipur
Account No.	113310100000180
IFSC Code	PUNB0113310

The initial validity of Bid Security shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder on the advice of Nodal Agency, if required, at any time before bid process is concluded.

Bid Security shall be returned to all other Bidders except Successful Bidder, within fifteen (15) Days from date of submission of C-PBG by the Successful Bidders or within three (3) Months of opening of Financial Bid result, whichever is earlier.

The bid security for the successful bidder shall be returned within 15 days of submission of CPBG and after execution of contract agreement.

To avail the benefits of concessional Bid Security, Joint Venture/Consortium any one member or partner of Joint Venture/Consortium must be Small Scale Industries of Rajasthan or sick

industries as defined under this clause.

The Bid Security shall be denominated in Indian Rupees and:

- a) Bid Security should be confirmed for payment to Nodal Agency by respective banks.
- b) Bid Security shall be submitted in its original form and copies will not be accepted.

The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Nodal Agency under following circumstances:

- a) If a Bidder withdraws/revokes or cancels or unilaterally varies its bid in any manner during the period of Bid Validity specified in the RFP document.
- b) If Successful Bidder fails to fulfil its Conditions Precedent as specified in 2.4.
- c) If Successful Bidder fails to sign the WORK ORDER within the indicated time unless the default from User/Beneficiary Dept. as per Article 2.4.1.5.

3.16. CONSTRUCTION AND PERFORMANCE BANK GUARANTEES(C-PBG)

3.16.1.1. The Successful Bidder shall furnish C-PBG/ Performance Security at rate as detailed below or part thereof from a nationalized/ scheduled bank in the form of Bank Guarantee as per prescribed Format 5 or Bank Draft / Banker's Cheque of a scheduled bank.

3.16.1.2.

C-PBG Amount (Rs.)	C-PBG for Small Scale Industries of Rajasthan	C-PBG for other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction
3% of the Order Value	0.5% of the Order Value	1% of the Order Value

3.16.1.3. Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them.

3.16.1.4. In addition to the Performance Security as specified above, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional performance Security shall be equal to fifty percent of the Unbalanced Bid Amount. The following terms shall be referred in case of Additional Performance Security:

- a. Unbalanced Bid means any bid below fifteen percent of the Estimated Bid Value. The Estimated Bid Value shall be the Benchmark Cost as defined in this tender document.
- b. Estimated Bid Value means Benchmark Cost mentioned in the Bid Document.
- c. Unbalanced Bid Amount means positive difference of eighty five percent of the Estimated Bid Value minus Bid Amount Quoted by the Bidder.

3.16.1.5. Submitted C-PBGs shall be valid till six (6) Months from the SCOD with a further claim period of six (6) Months or required to be extended as deemed necessary. The Successful

Bidder shall furnish C-PBG within fifteen (15) Days, or time period as extended by RREC as per genuine reasons submitted by the successful bidder, from the date of receipt of Notice to Proceed by the Nodal Agency. Failure to submit C-PBG, as above, without sufficient justification acceptable to the Nodal Agency, shall be considered as refusal to execute the Work Order and Nodal Agency shall have right to forfeit the Bid Security. If the successful Bidder is willing to submit single C-PBG for entire allocated capacity, the same is allowed before signing of first.

- 3.16.1.6. Nodal Agency shall release C-PBG to Successful Bidder within three (3) Months from COD.
- 3.16.1.7. In case of delay in signing of Work Order by the Successful Bidder. for more than 60 days, from the submission of C-PBG by the Bidder to Nodal Agency, the project shall be excluded, and the bidder shall submit another proposal to Nodal Agency by identifying any alternate building.
- 3.16.1.8. Further, in case of delay in achieving/fulfilling COD or as per Conditions Subsequent of WORK ORDER, C-PBG shall be forfeited.
- 3.16.1.9. In case, Successful Bidder fails to achieve the Completion of the Project within the given timeline, Nodal Agency shall forfeit the BG.
- 3.16.1.10. If a successful bidder is willing to submit the single C-PBG for the entire capacity, the same is allowed before signing of WORK ORDER.

3.17. O&M PERFORMANCE BANK GUARANTEE (OM-PBG)

- 3.17.1. The successful bidder will have to furnish performance bank guarantee towards O&M of the rooftop solar power plant during the O&M phase of the project.
- 3.17.2. The successful bidder will have to submit OM-PBG at following determined amount and timeline. Basis prevailing O&M cost for solar rooftop projects in market and to allow real cost to reflect in the financial bid for quote for comprehensive O&M, bidder shall consider a minimum cost of O&M at the rate of Rs 3 Lakh per MW per annum. Accordingly, the OM-PBG amount shall be % (as defined in the table below) of Rs 3 Lakh per MW. The OM-PBG amount shown below is Rs. Per MW and the actual amount of OM-PBG submitted by the successful bidder will be as per actual capacity quoted. The format of the OM-PBG has to be as per the FORMAT 16, also the successful bidder has to submit checklist for the OM-PBG as per FORMAT 17.

O&M Tenure (Starting from COD as 1 st Year)	OM-PBG Amount (Rs.)	Submission Deadline	Validity of the OM-PBG
First 7 years	3% of the sum of O&M cost for the tenure	90 days before COD	7 years + 6 months of claim period
8 th -25 th Year	20% of the sum of O&M cost for the	90 days before end of OM-PBG of preceding	18 Years + 6 months of claim period

O&M Tenure (Starting from COD as 1 st Year)	OM-PBG Amount (Rs.)	Submission Deadline	Validity of the OM-PBG
	respective tenure	tenure	

3.18. LIQUIDATED DAMAGES:

In case of natural calamity or any reason beyond the control of Successful Bidder or unavoidable circumstances, the work is not completed within the given timeframe, Nodal Agency may consider grant of extension after the reason submitted by Successful Bidder are found to be satisfactory. Delay in receipt of equipment of Solar System under the scope of the vendor from the concerned sub-vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension.

If the Successful Bidder fails to execute the work and Commission the project on or before the SCOD, Nodal Agency shall have the right to impose penalty equivalent to 5% of C-PBG value per week from the SCOD subject to maximum of twenty (20) weeks delay. In case of delay beyond extended timeline of twenty (20) weeks, Nodal Agency may cancel the Work Order and Successful Bidder shall be liable to pay Liquidated Damages to the Nodal Agency.

The Bidders agrees and accepts that such calculation of liquidated damages is a genuine and fair pre-estimate of the damages caused.

3.19. PERFORMANCE MONITORING MECHANISM

- 3.19.1. The Successful Bidder shall demonstrate that the said project delivers Capacity Utilization Factor (CUF) of at least 15%.
- 3.19.2. For the purpose of measuring CUF: -
Successful Bidder shall ensure that all Projects are Remote Monitoring System (RMS) enabled integrated into a dashboard at RREC. The Successful Bidder shall ensure and shall have no objection to provide access to RMS for data acquisition and monitoring the performance of Project(s) by Nodal Agency. The Successful Bidder shall ensure that the connectivity of the Project with the Centralized Monitoring Centre of Nodal Agency is uninterrupted at all times during O&M period and shall make all necessary arrangements for the same. Nodal Agency or its authorized agency reserves right to validate the authenticity of such data for which Successful Bidder shall extend full access and its cooperation.
- 3.19.3. Apart from installing Remote Monitoring System for the use by the user/beneficiary department and the Nodal Agency, the successful bidder must submit a monthly MIS report to the beneficiary/user department as well as the Nodal Agency highlighting overall plant performance, maintenance schedule carried out during the year, achieved CUF%, shortfall in Units (KWH) due to low CUF%, if any, LCOE, etc.
- 3.19.4. The successful bidder is liable to pay penalty for any shortfall in the CUF% on annual basis. The successful bidder shall pay in terms of deduction from its annual O&M invoice followed by encashment of OM-PBG (in case penalty amount exceeds annual

O&M invoice amount) the amount equivalent to 70% of the (total shortfall units-units due deemed generation loss) at the rate of levelized cost of energy (LCOE) in that year. The LCOE shall be calculated as per standard formula $LCOE = \frac{\sum[(I_t + M_t + F_t) / (1 + r)^t]}{\sum[E_t / (1 + r)^t]}$, where I is the initial cost of investment expenditures including CAPEX, cost of capital, depreciations, etc., M is the O&M expenditures, F is the Fuel expenditures (if any), E is the sum of all electricity generated, r is the discount rate for the project, n is the life of the project.

- 3.19.5. Deemed Generation Loss is the loss of generation due to unavailability of grid during the solar generation hours as recorded by the installed smart meters with the system.

3.20. OPERATION AND MAINTENANCE:

During twenty-five (25) Operational Years, the Successful Bidder (s) will service and maintain the system including replacement of the product, as per Prudent Utility Practices. The Successful Bidder will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at its own cost. It is advisable for the Bidder to ensure proper arrangements for cleaning of panels (at least 16 cycles in a Year and Year must exclude June to September period) to maintain the requisite performance expectations.

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

3.21. SUCCESSFUL BIDDER'S DEFECT LIABILITY:

If it shall appear to the Nodal Agency that any supplies have been executed with unsound, imperfect, or unskilled workmanship, or with materials of any inferior quality, the Successful Bidder shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials at its own charge and cost if so desired by Nodal Agency in writing.

The Successful Bidder shall also be undertaking the operation and maintenance of the project and consequently shall be required to rectify any defects that emerge during the operation & maintenance of the Project for the entire term of the Work Order.

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

This RFP may be withdrawn or cancelled by the Nodal Agency at any time without assigning any reasons thereof. The Nodal Agency further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

The Nodal Agency reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the

interpretation of the same. In this regard the Nodal Agency shall have no liability towards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process.

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

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

3.23. ZERO DEVIATION:

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

3.24. EXAMINATION OF BID DOCUMENT:

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

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

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

Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RFP or its amendments, if any.

The Comprehensive O&M of solar PV system shall include wear, tear, overhauling,

machine breakdown, appropriate insurance (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty-five (25) Operational Years.

3.25. TAXES AND DUTIES:

The Financial Bid should include all taxes and duties etc., if any. Successful Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable shall be payable by the Successful Bidder. However, if any new change in tax/duty and cess is affected in the period after the Bid Submission Deadline and any time during the period of Agreement, the same will be passed on by the Successful Bidder to the User/Beneficiary Dept. as determined by the Competent Authority.

To evaluate impact of any change of laws in future, the rates applicable for each component shall be considered in the ratio of: -

- Material Component- 70% of the Benchmark cost
- Erection, Installation and Commissioning (I&C) component- 30% of the Benchmark Cost and
- O&M cost shall be considered as Rs 3 Lakh/ MW per year.

The Quoted Amount would be adjusted as below based on the variations in the capital cost and operational cost on account of change in taxes. Adjustment shall be allowed only if the extent of variation in taxes is beyond the deviations specified in table below:

Type of Cost	Variation due to change in taxes	Proportionate adjustments to the Amount
Capital Cost (Adjustments will be considered only if the change is more than 2.5%)	+ X%	+ 0.7 X%
	- X%	- 0.7 X%
O&M Cost (Adjustments will be made only if change is more than 5%)	+ Y%	+ 0.1 Y%
	- Y%	- 0.1 Y%

3.26. SCHEDULE OF RATES FOR ADDITIONAL WORKS:

The Rates of additional electrical work within the premises will be decided on the basis of at par rates of Schedule of Rates (SOR), for Electrical works, Public Works Department (PWD), Jaipur, Govt. of Rajasthan amended from time to time;

The rates of additional civil work shall be as per at par the rates of Schedule of Rates (SOR) for building works, Public Works Department, (PWD), Jaipur, Govt. of Rajasthan, amended from time to time;

3.27. PROGRESS REPORT:

Successful Bidder shall have to commission the Project within twelve (12) Months from the date of issuance of LOA. The Successful Bidder shall submit monthly progress report to

Nodal Agency, in prescribed pro-forma to be designed in discussion with Successful Bidder, for the period from signing of WORK ORDER to CoD. Nodal Agency will have the right to depute its/their representatives to ascertain the progress at the premises of work of the Successful Bidder.

The Successful Bidder agrees and accepts that a mere lack of a response/reply to the progress reports does not imply that the Nodal Agency has agreed/accepted the contents of the progress reports.

3.28. ESCROW ACCOUNT

As a condition precedent within the project execution period—before the appointed date—the successful bidder is required to execute an escrow agreement—as per FORMAT 19—between the successful bidder, the Nodal Agency, lenders, and a bank. In compliance with the agreement, the successful bidder must also open and establish an escrow account with the bank (escrow bank). Under the escrow agreement, the escrow bank acts as trustee for the Nodal Agency, successful bidder, and the lenders, authorizing the bank to exercise the delegated rights, powers, authorities, and discretions.

Requirements regarding deposits into the escrow account and withdrawals from the escrow account by the successful bidder during the contract period and after termination are indicated below:

The successful bidder is required to deposit into an escrow account:

- a) All funds constituting the financial package.
- b) All revenues from or with respect to the project including the proceeds of any rentals, deposits, capital receipts, or insurance claims; and
- c) All payments by the Nodal Agency, after deduction of any outstanding payments.

During the contract period, the successful bidder is required to appropriate the deposits in the escrow account in the following order:

- a) All taxes due and payable by successful bidder.
- b) All payments relating to construction of the project.
- c) O&M expenses, subject to the ceiling, if any are outlined in the financing agreement.
- d) O&M expenses and other costs and expenses incurred by the Nodal Agency, as provided in the contract agreement.
- e) Any amounts due and payable to Nodal Agency under the contract agreement.
- f) Monthly proportionate provision of debt service due.
- g) All payments and damages due and payable to the Nodal Agency by the successful bidder.
- h) Debt service due of sub-ordinate debt.
- i) Any reserve requirements as per financing agreements; and
- j) Balance, if any, following the instructions of the successful bidder.

Upon termination of the contract, all standing amounts in the escrow account are

required to be appropriated in the following order:

- a) All taxes due and payable by successful bidder related to the contract agreement; Percentage of debt due, excluding sub-ordinate debt if so, required by the contract.
- b) Outstanding payments due to the Nodal Agency.
- c) All payments and damages due to the Nodal Agency
- d) Retention and payments relating to the liability for defects and deficiencies, required by the contract agreement.
- e) Outstanding debt service including balance of debt due.
- f) Outstanding sub-ordinate debt.
- g) Incurred or accrued O&M expenses.
- h) Any other payments that are required to be made under the arrangement; and Balance, if any, in accordance with the instructions of the successful bidder.

3.29.FORCE MAJEURE:

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

In the event that the Successful Bidder is not able to perform its obligations under the Contract on account of force majeure, he will be relieved of its obligations during the force majeure period.

If a force majeure situation arises, the Successful Bidder shall promptly notify Nodal Agency in writing, not later than seven (7) Days from the date such situation arises (in case, communication is not possible to Nodal Agency, Successful Bidder shall notify Nodal Agency not later than one (1) Day from the day when communication system will be restored). The Successful Bidder shall notify Nodal Agency not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, Nodal Agency shall decide and grant suitable additional time for the completion of the work, if required.

Failure of such Successful Bidder in timely intimating Nodal Agency will suspend its right for any relief otherwise eligible under such force majeure conditions.

3.30.SUSPENSION OF SUCCESSFUL BIDDER'S RIGHTS

3.30.1. Suspension upon Successful Bidder Default

Upon occurrence of a Successful Bidder Default, the Nodal Agency shall be entitled, without prejudice to its other rights and remedies under the Contract including its rights of Termination hereunder, to (a) suspend all rights of the Successful Bidder under the Contract, and pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during

such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Nodal Agency to the Successful Bidder and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Successful Bidder and the Lenders' Representative, the Nodal Agency shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

3.30.2. Nodal Agency to act on behalf of Successful Bidder

During the period of Suspension, the Nodal Agency shall, on behalf of the Successful Bidder, collect all revenues or income, if any, under and in accordance with the Contract and deposit the same in the Escrow Account. The Nodal Agency shall be entitled to make withdrawals from the Escrow Account for meeting the O&M Expenses and for meeting the costs incurred by it for remedying and rectifying the cause of Suspension.

During the period of Suspension hereunder, all rights and liabilities vested in the Successful Bidder in accordance with the provisions of the Contract shall continue to vest in the Successful Bidder and all things done or actions taken, including expenditure incurred by the Nodal Agency for discharging the obligations of the Successful Bidder under and in accordance with the Contract and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Successful Bidder and the Successful Bidder undertakes to indemnify the Nodal Agency for all costs incurred- during such period.

The Successful Bidder hereby licenses and sub-licenses respectively, the Nodal Agency or any other person authorized by it to use during Suspension, all Intellectual Property belonging to or licensed to the Successful Bidder with respect to the Project and its design, engineering, construction, operation and maintenance, and which is used or created by the Successful Bidder in performing its obligations under the Contract.

3.30.3. Revocation of Suspension

In the event that the Nodal Agency shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Successful Bidder under the Contract. For the avoidance of doubt, the Parties expressly agree that the Nodal Agency may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

Upon the Successful Bidder having cured the Successful Bidder Default within a period not exceeding 90 (ninety) days from the date of Suspension, the Nodal Agency shall revoke the Suspension forthwith and restore all rights of the Successful Bidder under the Contract.

3.31.SUB-CONTRACTING

Sub-Contracting is allowed under this tender under the following conditions:

- a. The successful bidder shall notify the Nodal Agency in written about their intent to sub-

- contract within 15 days of the award of LOA.
- b. Not more than 50% of the installation capacity allotted to the successful bidder can be sub-contracted.
 - c. The successful vendor shall ensure that the sub-contractor meets the technical eligibility criteria as mentioned in the tender and shall submit documentary proof to the Nodal Agency for the same. The Nodal Agency reserves the right to accept to reject the proposal for sub-contracting based on the sub-contractor's technical eligibility and other applicable criteria as set out in this tender.
 - d. The successful bidder shall be solely responsible for all the activities of the sub-contractor including safety at site, conduct of the sub-contractor, coordination with the beneficiary department and all such activities related to the project awarded to the successful bidder.
 - e. In any case of performance default, delay in project or lapses at site by the sub-contractor in relation to the allotted projects, the successful bidder shall bear all penalties, suspension, termination and all such related clauses in this tender.

3.32. SUBSTITUTION

Substitution is allowed under this tender under the following conditions:

- a. At any time during the period of Suspension or other such conditions as laid out in the Substitution Agreement in FORMAT 20, the Lenders' Representative, on behalf of Lenders, shall be entitled to substitute the Contractor under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Nodal Agency shall withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of Suspension, and any extension thereof under, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Lenders.
- b. Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, the Contract shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Nodal Agency upon occurrence of a Contractor Default.
- c. The contractor shall have to pay a penalty of 1% of the total project value awarded when the substitution is proposed during the project installation/commissioning phase. The penalty amount, through the Escrow Account, shall be passed on to the Nominated Company once the Nominated Company successfully completes all the requirements under substitution. No substitution penalty shall be applicable in case the substitution takes place during the O&M phase of the project.
- d. The Nodal Agency reserves full rights to scrutinize the reason for substitution reject the successful bidder's proposal for substitution in case of reasons of substitution not being genuine or the party coming as a substitution does not meet the qualification criteria as per this tender.
- e. The Parties- the contractor and the Nominated Company- shall sign a substitution agreement as per FORMAT 20 on a stamp paper of the Govt of Rajasthan for suitable denomination upon approval from the Lender. Apart from the substitution agreement, the Parties must complete transfer of all the other agreements, contracts, supplies, warranties, insurance, etc before start of the substitution date.

- f. The Parties hereto acknowledge and agree that upon substitution of the Contractor with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Contractor under this Agreement on and with effect from the date of substitution of the Contractor with the Nominated Company.

3.33. TERMINATION

3.33.1. Termination for Default by Successful Bidder

The contract termination may occur due to default by the successful bidder in the following manners.

- i) Failure of the successful bidder to replenish fresh performance security after appropriation by the Nodal Agency for damages.
- j) Upon replenishment of performance security, the successful bidder is unable to fulfill conditions precedent or cure deficiencies within 120 days.
- k) Failure of the successful bidder to meet project milestones and continuous default of 120 days.
- l) Intention of the successful bidder to abandon construction or operation of the project without the prior written consent of the Nodal Agency.
- m) Commercial operation date does not occur within the specified period.
- n) Non-closure of punch list items within the specified period
- o) Breach of maintenance and safety requirements by the successful bidder
- p) Failure to make payments to the sub-vendors/sub-contractors within the specified time.
- q) Failure to cure escrow default within 15 days.
- r) Financial default that requires the lender to undertake termination or suspension and successful bidder is unable to cure default during the cure notice period of suspension.
- s) Breach of project agreements by successful bidder leading to material adverse effect
- t) Change in ownership without the approval of the Nodal Agency
- u) Successful bidder becoming bankrupt or insolvent.
- v) Any submission or warranty submitted by the successful bidder being found false Successful bidder commits a default which has a material adverse impact on the Nodal Agency.

In case of non-performance or default by the successful bidder due to above mentioned reasons and other reasons as deemed fit, the successful bidder shall be issued a Notice, followed by Suspension and Termination before revoking the C-PBG and/or OM-PBG. However, the contract with the successful bidder may directly be terminated based on severity of the non-performance or default without Notice or Suspension period at the discretion of RREC.

3.33.2. Termination for Default by Nodal Agency

In the event that any of the defaults specified below shall have occurred, and the Nodal Agency fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in the Contract or extended as per mutual consent between the parties, the Nodal Agency shall be deemed to be in default of the Contract (the "Nodal Agency Default") unless the default has occurred as a result of any breach of the Contract by the Successful Bidder or due to Force Majeure. The defaults referred to herein shall include the following:

- a. The Nodal Agency has failed to make any payment to the Successful Bidder within the period specified in the Contract.

- b. The Nodal Agency repudiates the Contract or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by the Contract.

Without prejudice to any other right or remedy which the Successful Bidder may have under the Contract, upon occurrence of an Nodal Agency Default, the Successful Bidder shall be entitled to terminate the Contract by issuing a Termination Notice to the Nodal Agency; provided that before issuing the Termination Notice, the Successful Bidder shall by a notice inform the Nodal Agency of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Nodal Agency to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

3.33.3. **Termination Payment**

Upon Termination on account of a Successful Bidder Default during the Contract Period, the Nodal Agency shall pay to the Successful Bidder, by way of Termination Payment, an amount equal to 65% (sixty five per cent) of the sum of Annuity Payments remaining unpaid for and in respect of the Contract Period, including interest thereon up to the Transfer Date.

Upon Termination on account of an Nodal Agency Default, the Nodal Agency shall pay to the Successful Bidder, by way of Termination Payment, an amount equal to:

- a. In case the termination occurs prior to COD Debt Due payment calculated as per the table below less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.
- b. In case the termination occurs on or after COD, the Nodal Agency shall pay to the Successful Bidder, by way of Termination Payment, an amount equal to sum of Annuity Payments remaining unpaid for and in respect of the Contract Period, including interest thereon up to the Transfer Date

3.33.4. **Certain limitations on Termination Payment**

During the Construction Period, Termination Payment due and payable under the Contract shall be computed with reference to the Debt Due in accordance with the provisions of the Contract. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 85% (eighty five per cent) of the Total Project Cost.

The amount payable in respect of any Debt Due expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. Provided further that all borrowings in foreign currency shall be restricted to the financing of Total Project Cost and any borrowings in excess thereof shall not qualify for computation of Termination Payment. It is clarified that the rate of conversion of such foreign currency shall be calculated on the date on which the Agreement is terminated.

3.33.5. **Other rights and obligations of the Nodal Agency**

Upon Termination for any reason whatsoever, the Nodal Agency shall

- a. Be deemed to have taken possession and control of the Project forthwith;
- b. Take possession and control of all materials, stores, implements, construction plants and equipment on or about the Site;
- c. Be entitled to restrain the Successful Bidder and any person claiming through or under the Successful Bidder from entering upon the Site or any part of the Project
- d. Require the Successful Bidder to comply with the Divestment Requirements set forth above; and
- e. succeed upon election by the Nodal Agency, without the necessity of any further action by the Successful Bidder, to the interests of the Successful Bidder under such of the Project Agreements as the Nodal Agency may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Nodal Agency elects to succeed to the interests of the Successful Bidder.

3.34. **APPLICABLE LAW:**

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

3.35. **SETTLEMENT OF DISPUTE:**

If any dispute(s) of any kind whatsoever arises between Nodal Agency and the Successful Bidder/Successful Bidder in connection with or arising out of the 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 through a Dispute Resolution Committee formed by authorized members from RREC, Beneficiary Department, Empanelled Vendor and other such member as required on case to case basis.

If the parties fail to resolve the dispute through the Dispute resolution Committee, the parties shall seek to resolve any such dispute or difference by way of Conciliation or Mediation through a duly appointed Independent Conciliator/Mediator. In this regard, the parties may agree with mutual consent for appointment of any person empanelled as Mediator/Conciliator with the Mediation Cell of the High Court of Rajasthan.

If the parties fail to resolve, such a dispute(s) or difference by Conciliation/mediation within forty-five (45) days of its reference to the mediator/conciliator or any such extended timeline as mutually decided by the parties, then the dispute(s) shall be settled in accordance with applicable laws and for this purpose the territorial jurisdiction will be the Court situated within Jaipur in the State of Rajasthan.

3.36. **LANGUAGE:**

All documents, drawings, instructions, design data, calculations, operation, maintenance and

safety manuals, reports, labels and any other data shall be in Hindi/ English Language. The Agreement and all correspondence between the Nodal Agency and the Bidder shall be in Hindi/ English language.

3.37. OTHER CONDITIONS:

Successful Bidder has to obtain all the necessary approvals/Consents/Clearances required for design, engineering, supply, installation, testing, and commissioning including Comprehensive O&M of the Project including connectivity to the licensee's network. Nodal Agency and the User/Beneficiary Dept. will extend possible cooperation to Successful Bidder in this regard. However, the Successful Bidder shall be solely responsible for obtaining such approvals/consents/clearances.

The Successful Bidder shall not transfer, assign, or sublet the Project under the Agreement pursuant to this RFP to any party other than lenders.

3.34. AMENDMENT:

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

3.35 SUCCESSORS AND ASSIGNS:

In case the Successful Bidder may undergo any merger or amalgamation, or a scheme of arrangement or similar re-organization and this WORK ORDER is assigned to any entity partly or wholly, the WORK ORDER shall be binding mutatis mutandis upon the successor, entities and shall continue to remain valid with respect to obligation of the successor, entities.

3.36 SEVERABILITY:

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

3.37 TAX EXEMPTIONS:

Nodal Agency will extend possible cooperation to Successful Bidder in availing any tax exemptions. However, the responsibility of availing any such exemptions, if any, would rest with the Successful Bidder.

3.38 FRAUD AND CORRUPTION

The Successful Bidders, suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:

- I. Defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) **“Corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) **“Fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **“Collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) **“Coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) **“Obstructive practice”** is
 - aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Nodal Agency’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
 - or**
 - ab) acts intended to materially impede the exercise of the Nodal Agency’s inspection and audit rights.
- II. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
- III. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a contract; and
- IV. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Nodal Agency to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Nodal Agency.

3.39 DEBARRED FROM PARTICIPATING IN NODAL AGENCY’S TENDER

Nodal Agency reserves the right to carry out the performance review of each Bidder

from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidder may be debarred from participating in Nodal Agency's any future tender/ RFP for a period as decided by the competent authority of Nodal Agency.

SECTION III: BID EVALUATION

4. BID EVALUATION:

4.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING FOUR STEPS:

- Step I-Responsiveness check of Technical Bid
- Step II-Evaluation of Bidder's fulfilment of Eligibility Criteria described in Section-II
- Step III-Evaluation of Financial Bid
- Step IV-Selection of Successful Bidders

4.2. RESPONSIVENESS CHECK OF TECHNICAL BID:

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

- 4.2.1.1. Bid not uploaded in prescribed Check List format.
- 4.2.1.2. Bid that are incomplete, i.e., not accompanied by any of the applicable formats.
- 4.2.1.3. Bid not accompanied by contents of Check List as mentioned in Section VI.
- 4.2.1.4. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP.
- 4.2.1.5. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria.
- 4.2.1.6. Information not uploaded in the formats specified in this RFP.
- 4.2.1.7. Bid being conditional in nature.
- 4.2.1.8. Bid not submitted by the Bid Deadline.
- 4.2.1.9. Bid having conflict of interest.
- 4.2.1.10. Bidder makes any misrepresentation.
- 4.2.1.11. Any other act of Bidder which may be unlawful for the purpose of this RFP.
- 4.2.1.12. Bid submitted is not in requisite format(s).

- 4.3 Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up.

4.2. EVALUATION OF FINANCIAL BID:

Financial Bid of the Eligible Bidder shall be opened online in presence of the representatives of such Eligible Bidder, who wish to be present, on date as may be intimated by Nodal Agency to the Bidder through e-proc website. The evaluation of Financial Bid shall be carried out based on the information furnished. The Financial Bid submitted by the Bidder shall be scrutinized to ensure conformity with the RFP. Any Bid not meeting any of Allocation of this RFP may cause the Bid to be considered "non-responsive".

SECTION IV: SUCCESSFUL BIDDER(S) SELECTION

5. SUCCESSFUL BIDDER(S) SELECTION:

- 5.1. Bid qualifying as per Eligibility Criteria shall only be evaluated in this stage.
- 5.2. Technical qualification is mandatory for a Bidder to become eligible for assessment on financial criteria.
- 5.3. Eligible Bidders shall quote for capacities in preferred Circles/Districts out of 09 Circles/Districts (capacity quoted may be uniform or different) with a per MW amount including both EPC portion and Comprehensive O&M portion as per specified format in SECTION VIII. The Quoted amount shall be calculated up to four (4) decimal places.
- 5.4. Eligible Bidders shall be ranked from the lowest to highest quote based on the Financial Bids submitted by the Bidders in each circle/District. RREC shall hold a meeting of L1 bidders of each circle/District for price matching with the lowest price amongst all L1 bidders. RREC reserves the rights to finalise the price after discussion with all L1 Bidder.
- 5.5. Eligible Bidder(s) with lowest final price post price negotiation as per point no. 5.4 above for given scope of work shall become the Qualified Bidder(s) or Successful Bidder(s) in the respective circle/District(s).
- 5.6. The Successful Bidder (L1) in a Circle/District shall be allotted the quoted capacity subject to a minimum capacity of 5 MW in a single district, a maximum cumulative capacity of 100 MW and a maximum cap of 5 Circles/Districts per successful bidder, inclusive of all awarded capacities to the same bidder if successful in more than 1 circle/District(s). Once the limit on capacity and no. of Circles/Districts per bidder is exhausted for a particular successful bidder, its quote in remaining Circles/Districts shall only be considered at the discretion of RREC.
- 5.7. For Selection of other Bidders in each circle/District, Bidders with the higher quote L2, L3, L4, L5, L6.....and so on shall match the Price Bid of declared L1 in the respective circle/District first. In such cases, when any bidder in the ascending order refuses to match the price bid of declared L1, next bidder in the Ascending Order will be offered to match the Price Bid of declared L1 and this process will be continued till selection of required nos. of successful bidders for allocation of full capacity of each Circle/District with a maximum cumulative cap of 282MW.
- 5.8. Next bidders in ascending order after matching the amount quoted by L1 bidder in each circle/District will be allotted capacities equal to their respective quoted capacity till allocation of entire 402 MW Capacity. The allocation of quoted capacities in a maximum of 5 Circles/Districts per bidder for all the other bidders except L1 shall be at the discretion of RREC.
- 5.9. If, after following the above process, the load capacity in a particular circle/District does not get exhausted or in case a circle/District does not quote by any bidder, than Re- Bid shall be decided of that Circle.
- 5.10. Wherever the load capacity of a circle/District is jointly allotted among 2 or more successful bidders, the Govt buildings with all category loads shall be allocated to the successful bidders in that circle/District through random process of electronic lottery system.
- 5.11. In case where two or more Eligible Bidders bid the same Quoted Amount, Eligible Bidder with highest Net Worth shall be placed above the bidder having lower Net-Worth in Ascending Order.

- 5.12. The LOA shall be issued by the Nodal Agency to the Successful Bidders.
- 5.13. If Successful Bidder fails to acknowledge the same and does not submit the C-PBG, the Nodal Agency reserves the right to annul/cancel the LOA to Successful Bidder.
- 5.14. Nodal Agency at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever.
- 5.15. In the entire process of bidder selection, if there is any confusion or clarification required, it is clarified that The Rajasthan Transparency in Public Procurement Rules, 2013 shall be referred.
- 5.16. The successful bidder will also be interchangeably referred as 'vendor', 'EPC Agency' or any other suitable word.

SECTION V: SCOPE OF WORK

6. DETAILS OF WORKS:

Design, engineering, supply, installation, testing and commissioning of solar rooftop projects of various capacities as per standard design and specifications and connecting to existing mains/ACDB and interfacing internal electrical loads of the project with the distribution licensee's network along with comprehensive O&M for a period of twenty-five (25) operational years of the project. The vendor shall be responsible for transportation of all material to the respective project sites and their installation and commissioning including comprehensive operation and maintenance for 25 years. The vendor shall be responsible for engineering, design, supply, erection, testing and commissioning and comprehensive O&M for all parts of the projects which include modules, inverters, support structure, civil works, AC & DC cable, ACDB, DCDB, Meters (Solar Meter and Net Meter including required accessories), earthing & lightning protection, hardware material, junction boxes, data acquisition system, remote monitoring system, grid islanding system, fire extinguishers, etc. and all other related parts as given in SECTION VII (Technical Specifications), accessories, tools, tackles and spares required for satisfactory completion and O&M of the projects. The Vendor would have to take approval for interfacing with the Grid at each of the project locations from the respective DISCOMs. Comprehensive O&M for twenty-five (25) operational years shall be required to be done for each of the projects.

The Bidder shall be responsible for all the works related to installation and commissioning of the projects. The Bidder shall also be responsible for O&M of the project for twenty-five years of life of the project. In no case, the User/Beneficiary Dept. or nodal agency shall be responsible to pay any additional cost for any work related to the project.

It is clarified that the projects awarded under this RFP would not include energy storage with the rooftop solar projects. However, if the User/Beneficiary Dept. desires to have such an arrangement, it will need to pay separately for the battery storage and the associated change in design, civil and electrical works. Such an arrangement would not affect the amount discovered under this RFP.

6.1. THE SCOPE OF WORK SHALL ALSO INCLUDE THE FOLLOWING:

A layout plan of the site should be submitted to the Inspecting Authority clearly indicating the identified location for installation of SPV modules & control room, where control panels shall be installed. The Vendor shall also submit the following:

- a) Declaration that the mode in which the system will operate is in accordance with the provisions of Rajasthan Electricity Regulatory Commission's Grid Interactive Distributed Renewable Energy Generating Systems (First amendment) Regulations, 2023 as amended from time to time.
- b) Detailed plan for time bound execution of the project.
- c) Performance testing report of the successful commissioning of the project(s)
- d) Declaration of coverage of risk liability of all personnel associated with implementation and realization of the project.
- e) The Vendor shall maintain sufficient inventory of the spare parts to ensure that the project is functional during the entire project life of twenty-five (25) years.

The vendor shall be responsible for waterproofing of the roof for the comprehensive O&M period of first three operational years. The vendor should immediately take necessary action to repair any damage to the water proofing. In such situations, the vendor shall bear any cost of damage to the project and rectify the same in a reasonable timeframe. If the vendor fails to do the required water proofing within 7 days from the day of identification of the issue, the beneficiary department may get the same done at prevailing market rate and the vendor shall reimburse the same to the beneficiary department. In case the vendor fails to reimburse the expenses to the beneficiary department, then such expenses shall be adjusted with the performance bank guarantee submitted by the vendor.

6.2. INTERNAL ELECTRIFICATION:

The vendor shall perform the inspection of the existing electrical network of each of the project site, and its interfacing with the licensee network. The vendor shall prepare and submit electrical drawing for the site along with the quantity of material required. The vendor shall also be responsible for obtaining prior approval of the work and the drawing from the inspecting authority. Execution of work shall be done in accordance with the norms and directives of the Nodal Agency.

6.3. GRID CONNECTION:

The vendor shall be responsible for synchronisation of the project with the licensee's network as per the licensee's network under the Renewable Electricity Regulatory Commission (Grid interactive distributed renewable energy generating systems, first amendment) Regulations, 2023 as amended from time to time.

6.4. METERING AND GRID CONNECTIVITY:

Metering and connection with the grid shall be the responsibility of the vendor in accordance with the prevailing guidelines of the concerned distribution licensee and/or CEA and net metering regulations in the state of Rajasthan. The nodal agency may facilitate the process, but the responsibility shall reside with the vendor. All the meters shall be smart meters and should have provision to integrate with Remote Monitoring System (RMS). The cost of the required meters shall be borne by the vendor including the interconnection cost. On the other hand, the beneficiary would need to bear the cost-of-service line upgradation, change in CT/PT for metering, if required. However, the vendor will have to inform the beneficiary all the expected cost that the beneficiary department is expected to incur.

The vendor shall install the generation meter near the output of the inverter and the net meter shall be located in the place of the present DISCOM's metering system.

The vendor, at its own cost, would need to test the meter as per provisions of RERC and as per IS 14697 at CPRI or at any NABL accredited lab before installation of the meter at the site. The vendor is also responsible for getting the concerned DISCOM's approval for net metering and post installation, the vendor will be responsible for getting the meter/metering system tested from the concerned DISCOM. The meter should be properly sealed in the presence of the designated authority at the time of installation.

The accuracy, rating and certifications of the net meter and the generation meter shall confirm with the standards for net meter and generation meter as provided by RERC.

6.5. INSURANCE:

The vendor shall take insurance for third party liability covering loss of human life, risks of damage, theft of material/equipment/properties post completion of the work(s).

Before commencement of the work, the vendor shall ensure that all its employees and representatives are covered with suitable insurance against any damage, loss, injury, or death arising out of the execution of the works.

6.6. WARRANTY AND GUARANTEES:

The vendor shall warrant that the goods supplied under this RFP are new, unused, of the latest technology, and incorporate most recent improvements in the design and materials as per the technical specifications provided in this RFP.

The warranty shall cover the rectification of any and all defects in the design of the equipment, materials and workmanship including spare parts for a period of twenty-five (25) years.

The responsibility of maintaining the warranty, claims and settlements arising out of the above clauses shall be of the vendor. The nodal agency shall not be responsible in any way for any claims whatsoever on account of the above.

6.7. TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP:

The design, engineering, manufacture, supply, installation, testing and commissioning of the equipment shall be in accordance with the latest norms/appropriate IEC/Indian standard as detailed in the technical specifications of this RFP and its subsequent amendments. Moreover, all the relevant test certifications must be kept valid up to one year from the COD of the project.

Any supplies which have not been specifically mentioned in this RFP, but which are necessary during construction or Comprehensive O&M period of the Project shall be provided by the Successful Bidder without any extra cost and within the time schedule for efficient and smooth construction and Comprehensive O&M of the Project.

Any supplies which have not been specifically mentioned in this RFP, but which are necessary during construction or comprehensive O&M period of the project shall be provided by the vendor without any extra cost and within the time schedule for smooth construction and operation of the project.

6.8. ADDITIONAL WORKS

Additional civil, structural, or electrical works which are so required/desired to be undertaken by the beneficiary department and which are not covered in the scope of work, shall be done by the vendor after taking concurrence of the beneficiary on design, drawing and cost estimate of such additional works on the basis of SOR of PWD (Civil) and

DISCOM (Electrical), The cost of additional works shall be decided mutually between the vendor and the beneficiary. But in no case it should not be more than the cost computed based on SOR rates A copy of cost assessed for additional works shall be submitted to RREC for approval. The additional works may include, but not limited to the following:

- a) Laying of additional length of cable and accessories if the complete space/rooftop provided is more than 500 meters away the utility/DISCOM metering point.
- b) Requirement of additional/specific design of structure as required by the beneficiary, which is different from the design provided by the beneficiary dept.

Unless otherwise agreed between the parties, the vendor shall not do.

- a) chipping of the rooftop
- b) Disturb water proofing of the roof.
- c) Carry out any other modification of the premises without the written consent of the beneficiary.

In addition to above ,One time cost for strengthening of premise to the extent required for setting up solar PV project shall be borne by the beneficiary department. Any delay due to strengthening of premise shall not be considered to extend the SCOD unless it is approved by the beneficiary.

In case of any ambiguity over any specific works, the vendor and Beneficiary shall involve Nodal Agency to get the clarity on the additional works.

6.9. PROVISION OF SIGN BOARD

The vendor would have to provide sign board of dimension 8’x4’ (M.S. Sheet size 4’x3’ of 16-gauge, MS angle 40x40x5 mm with essential balancing and adequate grouting with PCC 1:3:6 i/c painting & writing) at each site with complete specifications.

6.10. COMPLETION AND COMMISSIONING

6.10.1. Part commissioning is not allowed for any project.

6.10.2. The vendor, in coordination with the DISCOM, shall submit commissioning certificate, issued by the concerned Discom, in accordance with all applicable regulations/policies.

6.10.3. The nodal agency shall issue the commissioning certificate for the capacity of the project completed on issuance of completion certificate.

For the purpose of obtaining the completion certificate, the following documents shall be required.

- a) Inspection report of the work(s) for all equipment/material

6.11. Pre inspection

- a) RREC will have RRECL of pre inspecting the modules, inverters, structure, and

AC/DC cables etc. before issuance of dispatch instructions.

- b) The contractor shall arrange free of charges, suitable accommodation, and transport facility for local journey to the Engineer-incharge/Project Manager(s) nominated for inspection.
- c) The contractor shall arrange to and fro air tickets of economy class for the journey of the inspecting officer(s) from the nearest Airport of the workplace of the inspecting officer to their works or the place where inspection is to be carried out and back at contractor's cost, after coordinating with inspecting officer(s). Suitable transport facility for the inspecting officer(s) from its workplace to the nearest Airport for to and fro journey will also be arranged by the contractor.
- d) In case the place of inspection is not connected through Air, the contractor will arrange to and from air tickets of economy class at their cost up to the nearest airport of the place of inspection and onward journey from the nearest airport to the place of inspection and back by suitable means that is taxi/train (2nd AC class) at the cost of the contractor.

SECTION VI: CHECKLIST
Checklist -I

S.No.	Particular	Format No.	Copy Attached Yes / No
1	Covering Letter	1	Yes / No
2	Cost of Tender Document (Non-Refundable)		Yes / No
3	e-proc charges (Non-Refundable)	-	Yes / No
4	Bid Security (In Bank Guarantee/DD) along with documentary evidence in support of Exemption/ Concession	4 (in case of Bank Guarantee)	Yes / No

Checklist -II

S.No.	Particular	Format No.	Copy Attached Yes / No
1.	Power of Attorney in favour of authorised signatory, on requisite value of stamp paper.	7	Yes / No
2.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)	-	Yes / No
3.	General Particulars	2	Yes / No
4.	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5.	Declaration for Eligibility Criteria Requirement (Financial & Technical)	8A & 8B	Yes / No
6.	Format For Certificate of Relationship in case of Affiliate (if applicable)	9	Yes / No
7.	Certificate of Incorporation	-	Yes / No
8.	Undertaking Form	10	Yes / No
9.	Consortium Agreement (If applicable)	18	Yes / No
10.	Declaration	12	Yes / No
11.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	7	Yes / No
12.	Compliance with Code of Integrity & No Conflict of Interest	13	Yes / No
13.	Grievance Redressal Process	14	Yes / No
14.	RFP Document Sealed and Signed along with the corrigenda and addenda (if any)	-	Yes / No

SECTION VII: TECHNICAL PARAMETERS

The proposed projects shall be completed as per the technical specifications given below.

The Bidders are hereby advised to take note of the draft guidelines issued by MNRE dated 09-08-2016 or any amendments thereof in respect of minimum technical requirements, quality standards, best practices and specifications for grid connected roof top PV systems in addition to the technical parameters.

The Successful Bidder is required to take approval of the specifications of materials under the scope from RREC before procuring the same.

8. PARAMETERS

8.1. A project would consist of SPV array, Module mounting structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), charge controller (if required), Inverter, Controls & Protections, interconnect cables and switches. PV Array should be mounted on a suitable structure. Project should be designed with necessary features to synchronize with the grid power. Components and parts used in the Project including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable. Specifications of the solar PV module as per section 8.2.1 and PCU/Inverter as per section 8.2.2 are given here for the reference of the bidder/successful bidder so that specifications of balance of supply can be designed accordingly, also the successful bidder will have to consider solar PV module and PCU/Inverter of same specifications during comprehensive operation and maintenance phase of the rooftop solar power plant for 25 years as per section 3.22.

8.2. PROJECT SHALL CONSIST OF FOLLOWING EQUIPMENT/ COMPONENTS:

8.2.1 Solar Photovoltaic Modules

8.2.1.1 The provisions of MNRE OM dated 10.03.2021 issued on 'Approved Models and Manufacturers of SPV Modules (Requirement of Compulsory Registration) Order, 2019 dated 09.02.2024-Implementation-Reg.' and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RFS.

8.2.1.2 The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.

8.2.1.3 For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.

8.2.1.4 The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 540 Wp and above wattage. Module capacity less than minimum 540 Wp should not be accepted.

8.2.1.5 Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.

- 8.2.1.6 PV modules must be tested and approved by one of the IEC authorized test centers.
- 8.2.1.7 The module frame shall be made of corrosion resistant materials, having pre-galvanized/ anodized Aluminum or superior material.
- 8.2.1.8 The Power Producer shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in its Bid.
- 8.2.1.9 Other general requirement for the PV modules and subsystems shall be the following:
- a) The rated output power of any supplied module shall have tolerance of +/- 3%.
 - b) The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - c) The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weatherproof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
 - d) I-V curves at STC should be provided by Power Producer.
 - e) Mono Crystalline/Poly Crystalline make solar module not less than 540 Wp each and having valid IEC certificate. (Certificate to be submitted on shortlisting of successful Tenders). There is non DCR requirement for the Cells and modules to be used in projects under this tender.
 - f) The bidder shall be required to submit the Self declaration, regarding the Modules and Solar cells used under this supply are "Made in India", from the concerned manufacturer of Solar Modules before commissioning of the System. Such firm and Shortlisted bidder, those violate the requirement of Indian Make Solar Cell and Module shall be put under the blacklist, and or stop deal list as may be decided by the Director RREC.
 - g) The ALMM list is published by the MNRE vide Notification No. 283/54/2018-Grid Solar-Part (1) Dated 30-12-2021 and thereafter time to time updated ALMM list by MNRE. The Model and Manufactures of the Module and Cell shall be from the ALMM only used in the SPV System in this project.
- 8.2.1.10 Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules This should be inside laminate only.
- a) Name of the manufacturer of the PV module
 - b) Name of the manufacturer of Solar Cells.
 - c) Month & year of the manufacture (separate for solar cells and modules)
 - d) Country of origin (for solar cells)
 - e) I-V curve for the module Wattage, I_m , V_m and FF for the module
 - f) Unique Serial No and Model No of the module
 - g) Date and year of obtaining IEC PV module qualification certificate.
 - h) Name of the test lab issuing IEC certificate.
 - i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

8.2.1.11 Warranties

a. 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 5 years from the date of sale to original customer.
- ii) Defects and/or failures due to manufacturing
- iii) Defects and/or failures due to quality of materials
- iv) Nonconformity to specifications due to faulty manufacturing and/or inspection processes.

If the solar Module(s) fails to conform to this warranty, the manufacturer will replace the solar module(s)

b. Performance Warranty

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the twenty five (25) Year period and not more than 10% at the end of twelfth(12th) Year of the full rated original output.

8.2.1.12 Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.

8.2.1.13 The module frame shall be made of corrosion resistant materials, having pre-galvanized/ anodized Aluminum or superior material.

8.2.1.14 The Successful Bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in its Bid.

8.2.1.15 Warranties

c. Material Warranty

- i) Defects and/or failures due to manufacturing
- ii) Defects and/or failures due to quality of materials

8.2.2 PCU/ Inverter

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

- Switching devices: IGBT/MOSFET
- Control: Microprocessor /DSP
- Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
- Output frequency: 50 Hz
- Grid Frequency Synchronization range: + 3 Hz or more
- Ambient temperature considered: -20° C to 50° C.

- Humidity: 95 % Non-condensing
 - Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
 - Grid Frequency Tolerance range: + 3 or more
 - Grid Voltage tolerance: - 20% & + 15 %
 - THD: < 3%
 - PF: > 0.9
- b) Three phase PCU/ inverter shall be used as required.
 - c) Built-in meter and data logger to monitor Project performance retrievable through external computer shall be provided.
 - d) 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.
 - e) The PCU/ inverters should be tested from the MNRE approved test centres/NABL/BIS/IEC accredited testing-calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

8.2.3 Array Structure

- 8.2.3.1 The mounting (Rectangular pipe / square pipe / circular pipe) with requisite cross bars, nuts and bolts, etc. shall be pre-galvanized or galvanized. The Rectangular / square /circular hollow pipe section used for the structure should have a minimum thickness of 2.0 mm. other than above, the material thickness should be minimum 2.5 mm. The ground clearance of the bottom most edge of solar panel shall not be less than 1200 (+/- 100 mm).
 - a. Column –The minimum section (thickness) should be 80MM*50MM.
 - b. Rafter - The minimum section (thickness) should be 70MM*40MM.
 - c. Purlin - The minimum section (thickness) should be 70MM * 40MM.
- 8.2.3.2 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 insulation. However, to accommodate more capacity the angle inclination may be reduced until the Project meets the specified performance ratio requirements.
- 8.2.3.3 The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a Project is proposed to be installed (for minimum wind speed of 150 km/hour). Suitable fastening arrangement that does not require drilling in rooftops should be adopted to secure the installation against the specific wind speed. A certificate of a structural engineer certifying the strength and stability of the mounting structure to withstand the weight and wind speed of 150 km/hour throughout the life span of 25 years of the system, shall be submitted by the vendors.
- 8.2.3.4 The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be complying with latest IS 4759.
- 8.2.3.5 Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used, that can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
- 8.2.3.6 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.

- 8.2.3.7 Regarding civil structures the Successful Bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- 8.2.3.8 The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².
- 8.2.3.9 The minimum clearance of the structure from the roof level should be 300 mm. Allowed as per site feasibility.
- 8.2.3.10 Ballast type structures can be used only for plants for capacity more than 40 kWp.

8.2.4 Junction Boxes (JBS) Based on System Design Requirements

- 8.2.4.1 The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium/cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- 8.2.4.2 Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands with provision of earthing. It should be placed at 5 feet or suitable height for ease of accessibility.
- 8.2.4.3 Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- 8.2.4.4 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.

8.2.5 DC Distribution Board Based on System Design Requirements

- 8.2.5.1 DC Distribution panel to receive the DC output from the array field.
- 8.2.5.2 DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

8.2.6 AC Distribution Panel Board

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

protection of IP65 or better.

8.2.6.7 Should conform to Indian Electricity Act and rules (till last amendment).

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

Variation in supply voltage		+/- 10 %
Variation in supply frequency		+/- 3 Hz

8.2.7 PCU/Array Size Ratio

- a) The combined DC wattage of all inverters should not be less than rated capacity of Project under STC.
- b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.
- c) 10% (maximum) overloading of inverter is allowed, Subject to manufacturer's recommendations.

8.3 Integration Of PV Power With Grid

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

- a) Project should have appropriate instruments installed at solar panel output, inverter and load to facilitate minute-wise recording and storage of monthly data (voltage, current, generation, consumption and grid injection) for twelve (12) Months of energy flow at various nodes.
- b) In case of network failure, or low or high voltage, Project shall go under islanding mode but not be out of synchronization so far as its operation with connected load is concerned. The supply from Project to the load points would be resumed, once the DG set comes into service, Project shall again be synchronised with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

8.4 Data Acquisition System / Project Monitoring

8.4.1 Data Acquisition System shall be provided for each of the solar PV Project. Building -wise Login credentials for project Monitoring shall be provided to RREC.

8.4.2 Data Logging Provision for Project control and monitoring, time and date stamped system data logs for analysis computer for data monitoring, metering and instrumentation for display of systems parameters and status indication to be provided. Web based Online monitoring can be allowed with Data Logging for a minimum period of 1 year.

8.4.3 The following parameters should be accessible via the operating interface display in real time separately for Project:

- a) AC Voltage
- b) AC Output current.
- c) Output Power

- d) Power factor
 - e) DC Input Voltage
 - f) DC Input Current
 - g) Time Active
 - h) Time disabled
 - i) Time Idle
 - j) Power produced.
 - k) Protective function limits (Viz-AC Over voltage, AC Under voltage, over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage).
- 8.4.4 All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a Year and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- 8.4.5 String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- 8.4.6 The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- 8.4.7 All instantaneous data should be available through RMS.
- 8.4.8 Software shall be provided for USB download and analysis of DC and AC parametric data for individual Project.
- 8.4.9 Provision for Internet monitoring and download of data shall be necessarily incorporated for projects.
- 8.4.10 Remote Monitoring and data acquisition through Remote Monitoring System software with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and Comprehensive O&M/control to be ensured by the supplier. Provision for interfacing these data on Nodal Agency server and portal in future shall be kept.

8.5 Transformer “If Required” & Metering

- 8.5.1 Dry/oil type appropriate kVA, of transformer Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.
- 8.5.2 The Successful Bidder must take approval/NOC from the concerned distribution licensee for the connectivity, technical feasibility, and synchronization of Project with distribution network and submit the same to Nodal Agency before Commissioning Project.
- 8.5.3 Reverse power relay shall be provided by Successful Bidder (if necessary), as per the local distribution licensee’s requirement.

8.6 Power Consumption

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

8.7 Protections

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

8.7.1 Lightning Protection

The SPV power Project shall be provided with lightning & overvoltage protection of appropriate size. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standard. The protection against induced high voltages shall be provided using metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

8.7.2 Surge Protection

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

8.7.3 Earthing Protection

- a) 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.
- b) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

8.7.4 Grid Islanding

8.7.4.1 In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “islands.” Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Project shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.

8.7.4.2 A manual-disconnect 4pole isolation switch, besides automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

8.8 AC and DC Cables

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

- a) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards.

- b) Temp. Range: –10oC to +80oC.
- c) Voltage rating 660/1000V
- d) Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- e) Flexible
- f) Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
- g) 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.
- h) The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e., twenty-five (25) Operational Years.
- i) The ratings given are approximately, Successful Bidder to indicate size and length as per system design requirement. All the cables required for the Project provided by the Successful Bidder. All cable schedules/layout drawings approved prior to installation.
- j) Multi Strand, Annealed high conductivity copper/aluminum conductor PVC type ‘A’ pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BOS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.
- k) The size of each type of DC cable selected shall be based on minimum voltage drop.
- l) 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 %.
- m) All such external electrical works shall be required to be done as per DISCOMs SOR.

8.9 Connectivity

The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have to be followed for selection of voltage level in the distribution licensee’s network for ready reference of the solar suppliers. The work should be done in compliance with respective regulations and policy.

8.10 Tools & Tackles and Spares

- 8.10.1 The requirement of maintaining tools, tackles, and spares at site or at service centre is left to the discretion of the bidder with a condition that the same would be made available immediately as and when required.
- 8.10.2 The bidders are advised to ensure a response time of 24 hours and maximum expected turnaround time of 72 hours (under special circumstances, additional time limit may be considered).
- 8.10.3 Minimum requisite spares to be maintained by the Successful Bidder, in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction

Boxes, fuses, MOVs / arrestors, MCCBs etc. shall be maintained at site or at nearest service centre for the entire period of Comprehensive O&M.

8.11 Danger Boards and Signages

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date.

8.12 Fire Extinguishers

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

8.13 Drawings and Manuals

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

8.14 Planning and Designing

- 8.14.1 The Successful Bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The Successful Bidder should submit the array layout drawings along with Shadow Analysis Report to the designated authority of Nodal Agency.
- 8.14.2 Nodal Agency 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.
- 8.14.3 The Successful Bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The Successful Bidder shall submit one sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

8.15 Safety Measures

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

8.16 Transportation

The responsibility of transportation of materials would lie with the vendor. The vendor shall be responsible for transporting all materials to the project site.

SECTION VIII: FINANCIAL BID FORMAT

(To be submitted Online only in Cover-III)

Tender Inviting Authority: Director (Technical), Rajasthan Renewable Energy Corporation Limited, Jaipur				
Name of Work: Design, Supply, Erection, Testing & Commissioning and Operation & Maintenance (O&M) of Grid Connected Rooftop Solar Power Projects on State Government Buildings/State Government undertakings Buildings in Rajasthan.				
Contract No: NIT No. RREC/TN-10/2024-25				
Name of the Bidder/ Bidding Firm / Company:				
		<p align="center"><u>PRICE SCHEDULE</u> (DOMESTIC TENDERS - AMOUNTS ARE TO BE GIVEN IN RUPEES (INR) ONLY) (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)</p>		
S.No.	Item Description	Quoted Capacity/ Circle/District(C) wise	Amount (Rs) per MW	Amount (Rs) In Words
1	2		3	4
	Design, Supply, Erection, Testing, Commissioning and Operation and Maintenance (O&M) of Grid Connected Rooftop Solar Power Projects of 282MWp capacity on State Government Buildings/State Government undertakings Buildings in Rajasthan.	BARAN: BHARATPUR: DHOLPUR: KARALI: SAWAIMADHOPUR: ALWAR: DAUSA: NAGPUR: BANSWARA+PRATAPGARH: DUNGARPUR: JHUNJHUNU: PALI: SIROHI: JALORE:	BARAN: BHARATPUR: DHOLPUR: KARALI: SAWAIMADHOPUR: ALWAR: DAUSA: NAGPUR: BANSWARA+PRATAPGARH: DUNGARPUR: JHUNJHUNU: PALI: SIROHI: JALORE:	
Total		Capacity (MW)	Amount (Rs)	

Note:

1. Quoted Fixed Amount must be applicable for design, supply, erection, testing and commissioning of rooftop solar power plant including comprehensive O&M for 25 years from Commissioning. Rates for all Circles/Districts shall be same.
2. Bidder shall quote with capacities in preferred Circles/Districts out of 09 Circles/Districts with different or same capacity distributed across the preferred Circles/Districts with minimum 5 MW in a circle/district. Bidder to provide the Quoted Fixed Amount up to 4 decimal places.
3. The Bidder shall refer the Zone and Circle/District classification in each DISCOM along with load capacity in each circle/District as given in Annexure 1 before quoting as per the financial bid submission format given in this SECTION VIII.
4. No Price Variation shall be allowed throughout the contract period.
5. Basis prevailing O&M cost for solar rooftop projects in market and to allow real cost to reflect in the financial bid for quote for comprehensive O&M, bidder shall consider the O&M at the rate of Rs 5 Lakh per MW per annum with an escalation of 3% per annum from 2nd year onwards post COD. Accordingly, the OM-PBG as defined in section amount shall be % (as defined in the table below) of the O&M charges.
6. The financial quote by the bidder shall deemed to have considered all the likely price variations, inflation, etc during the currency of the contract and no claim or no escalation on this account shall be admissible for whatsoever reason.
7. The above Quoted Fixed amount is inclusive of any applicable taxes. However, if any new change in tax/duty is affected in the period after the Bid Deadline and any time during the period of Agreement, the same will be passed on by the Successful Bidder to the User/Beneficiary Dept.
8. Further, for clarification, Work Order shall be signed for individual Project, but Quoted Fixed Amount shall remain the same for all Project. However, it shall be applicable in accordance with respective dates of COD.
9. Details of circle/District wise capacity and respective zone & DISCOM can be referred from the Annexure 1.

This information should be filled on-line in Cover-III (.xls format) only on e-procurement site as per procedure. If Quoted Fixed Amount is submitted in Cover-I and/or in Cover-II (technical bid) by any bidder, their offer will be summarily rejected.

SEAL AND SIGN

AUTHORIZED SIGNATORY

**SECTION IX: FORMATS FOR SUBMITTING RFP
FORMAT 1**

COVERING LETTER

(The covering letter should be on Letter Head of the Bidder/Lead Member of Consortium)

Ref.No._____ **Date:** _____

From:

Insert name and address of Bidder)

Tel.: _____ **Fax:** _____

E-mail address: _____

To:

The Director (Technical)
Rajasthan Renewable Energy Corporation Ltd.
(A Government of Rajasthan undertaking)
E-166, Yudhisthir Marg,
C-Scheme, Jaipur

Sub: Request for Proposal (RFP) for Empanelment of Bidders for Implementation of Roof Top Solar PV Projects aggregating to about ____ (in words) at various locations in the state of Rajasthan with RFP Specification No.....

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for Standardization of Rates for work of Design, Engineering, Supply, Installation, Testing and Commissioning Including Comprehensive Operation & Maintenance (for twenty five (25) Operational Years aggregating to about ____ (in words) MWp at various locations in the state of Rajasthan, India., hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

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

Bid Security

We have enclosed Bid Security in form of DD/Bank Guarantee of amount as mentioned in this RFP. We have submitted our Financial Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

Acceptance

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

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered.

Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP, in the event of our selection as Bidder.

We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

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

Contact Person

Details of the contact person are furnished as under:

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

We are enclosing herewith the Check List-I (Covering letter, Cost of Tender document, e-proc charges, and Bid Security). Technical documents as per Check List-II containing duly signed formats, as desired in the RFP is uploaded Online on eproc website for your consideration.

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

Dated the _____ day of _____ 202...

Thanking you,

We remain,

Yours faithfully,

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

FORMAT 2

GENERAL PARTICULARS OF THE BIDDER

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Web site	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred by any Govt. Dept. / undertaking for undertaking any work.	
8	Reference of any documentation formation attached by the Bidder other than specified in the RFP.	
9	Whether the Bidder has formed a Special Purpose Vehicle (SPV) for execution of work	Yes/No
10	Bidder is listed in India	Yes/No
11	TIN No.	
12	CST	
13	GST No.	
14	PAN No.	
15	Service Tax (ST-2)	
16	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
17	Partnership deed or LLPF/ Sole Proprietor registration (as applicable) enclosed	Yes/No

(Signature of Authorized Signatory)

With Stamp

FORMAT 3

SHAREHOLDING CERTIFICATE

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

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT 4

FORMAT FOR BANK GUARANTEE FOR BID SECURITY

(To be on non-judicial stamp paper of Rajasthan on a value of 0.25% or Rs. 25000 whichever is less)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as Bidder) submitting the response to Request for Proposal (RFP) for Empanelment of Successful Bidder for Design, Supply, Erection, Testing, Commissioning and Comprehensive O&M of Grid Connected Roof Top Solar PV Projects aggregating to about ____ (in words) MWp at various locations in the state of Rajasthan response to the RFP No. Dated _____ issued by Rajasthan Renewable Energy Corporation (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of _____ [insert the name of the Bidder] as per the terms of the RFP, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at _____ [Insert Name of the Place from the address of Nodal Agency] forthwith on demand in writing from Nodal Agency or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Insert amount] only, on behalf of M/s. _____ [Insert name of the Bidder].

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

Our liability under this Guarantee is restricted to Rupees (Rupees _____ only). Our Guarantee shall remain in force until _____ [insert date of Bid Validity Period in accordance with this RFP]. Only Nodal Agency shall be entitled to impose penalty equivalent to this Guarantee till _____ [Insert date which is 30 Days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that only the Nodal Agency shall have a right to impose penalty equivalent to 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 Nodal Agency, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

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 Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency 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 Nodal Agency 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 Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (Rupees _____ only) and it shall remain in force until *[Date to be inserted on the basis of this RFP]* with an additional claim period of thirty (30) Days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

Power of Attorney No.

For [Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

FORMAT 5

FORMAT FOR CONSTRUCTION PERFORMANCE BANK GUARANTEE

(To be on non-judicial stamp paper of Rajasthan (value as prescribed in Rajasthan))

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Empanelment of Bidders for Design, Supply, Erection, Testing, Commissioning and Comprehensive O&M of Grid Connected Roof Top Solar PV Projects aggregating to about _____ MWp at various locations in the state of Rajasthan in response to the RFP dated _____ issued by Rajasthan Renewable Energy Corporation (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of _____ [insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Successful Bidder and issuing LOA No. _____ to _____ (Insert Name of Successful Bidder) as per terms of RFP and the same having been accepted by the selected Special Purpose Vehicle (SPV), M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RFP, _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at _____ [Insert Name of the Place from the address of the Nodal Agency] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Rupees _____ (Total Value in words)] only, on behalf of M/s _____ [Insert name of the Successful Bidder / Special Purpose Vehicle (SPV)].

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

Our liability under this Guarantee is restricted to Rupees _____ (both in numbers and words)

Our Guarantee shall remain in force until Nodal Agency shall be entitled to invoke this Guarantee till _____. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency 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 Nodal Agency, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the Successful Bidder. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency 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 Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder / Special Purpose Vehicle (SPV), to make any claim against or any demand on the Successful Bidder or to give any notice to the Successful Bidder / Special Purpose Vehicle (SPV) or to enforce any security held by Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder / Special Purpose Vehicle (SPV).

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (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 Nodal Agency 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:

Signature

Name and Address _____

Signature

Name and Address _____

FORMAT 6

CHECK LIST FOR C-PBG

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

FORMAT 7

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value purchased in Rajasthan)

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

Know all men by these presents, We _____(name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. _____ (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Empanelment of Bidders for Design, Supply, Erection, Testing, Commissioning and Comprehensive O&M of Grid Connected Roof Top Solar PV Projects aggregating to about ____ (in words) kWp at various locations in the state of Rajasthan in response to the RFP No..... Dated: _____ issued by Nodal Agency 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 Nodal Agency may require us to submit.

The aforesaid Attorney is further authorized for making representations to the Rajasthan Renewable Energy Corporation and providing information / responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

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

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

Signed by the within named.

(Insert the name of the executants' company)

through the hand of

Mr _____

duly authorized by the Board to issue such Power of Attorney

Dated this _____ day of _____

Accepted

Signature of Attorney
(Name, designation and address of the Attorney)

Attested

(Signature of the executant)
(Name, designation and address of the executant)

Signature and stamp of Notary of the place of execution

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

WITNESS

(Signature)
Name _____
Designation _____

(Signature)
Name _____
Designation _____

FORMAT 8A

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidder/ Lead Member/ Member of Consortium)

To

Rajasthan Renewable Energy Corporation

Jaipur

Dear Sir,

Sub: Empanelment of Bidders for Design, Supply, Erection, Testing, Commissioning and Comprehensive O&M of Grid Connected Roof Top Solar PV Projects aggregating to about ___ (in words) MWp at various locations in the state of Rajasthan in response to the RFP No: Dated:

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

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

Name of Entity being evaluated	Financial Year	Financial Criteria (fill as applicable) to be met as per Clause 3.6.2 (i) & (ii)	
		Net worth (INR Lakh)	MAAT (INR Lakh) of last 3 financial years

Note:

The bidders shall declare in undertaking (Format-10) the criteria on which they fulfil the financial eligibility as per the provisions of this RFP.

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder.

Name: _____

Date: _____

Place: _____

Notes:

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

FORMAT 8B**TECHNICAL ELIGIBILITY CRITERIA REQUIREMENT**

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

S. No.	Details of Grid Connected SPV Project installed till Bid Deadline	Commissioning date	Department/Agency /Beneficiary for which work carried out	Total kW size of work	Cost of works in {Amt in Lakhs.}
A.	Minimum Cumulative capacity of 10% of the Quoted capacity				
1					
2					
3					
4					
5					
	Total Capacity				
B.	Single Project of Minimum capacity of 5 kWp Grid Connected Solar PV Project				
1					

SIGNATURE and SEAL OF BIDDER

FORMAT 8C

ORDERS IN HAND/ WORK IN PROGRESS

S. No.	Details of Orders in Hand/ Work in Progress	Schedules Completion date	Department/Agency /Beneficiary for which work is being carried out	Total kW size of work	Cost of works in {Amt in Lakhs.}
1					
2					
3					
4					
5					

SIGNATURE and SEAL OF BIDDER

FORMAT 9

FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER

To,

Dear Sir,

Sub: Request for Proposal (RFP) Empanelment of Bidders for Design, Supply, Erection, Testing, Commissioning and Comprehensive O&M of Grid Connected Roof Top Solar PV Projects of ___ (in words) MWp at various locations in the State of Rajasthan

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

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

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

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

OR

- b) In case of Bidder being Consortium

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

Yours Faithfully

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

FORMAT 10

UNDERTAKING FORM

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

Name: _____
Full Address: _____
Telephone No.: _____
E-mail address: _____
Fax/No.: _____

To,

Dear Sir,

We refer to the RFP No: Dated: _____ for Request for Proposal (RFP) for Empanelment of Bidders for Design, Supply, Erection, Testing, Commissioning and Comprehensive O&M of Grid Connected Roof Top Solar PV Projects of ____ (in words) MWp at various locations in the State of Rajasthan.

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

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

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

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

We also undertake that we shall maintain our ownership in M/s _____ (insert name of bidder) at minimum 26% for period of one (1)Year from COD, subject to provisions of Clause 3.3b). (*in case of affiliate*)

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

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

Signature of Chief Executive Officer/Managing Director

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

WITNESS

(Signature)

Name_____

Designation_____

(Signature)

Name_____

Designation_____

FORMAT 11

FORMAT FOR CONTRACT AGREEMENT

(To be on non-judicial stamp paper of appropriate value purchased in Rajasthan)

THIS AGREEMENT is entered on this ---- (day)----- of ----(month)---- of ----(year)----- at Jaipur

BETWEEN

M/s-----LIMITED, a company incorporated under the provisions of the Companies Act, 2013 with CIN and having its registered office at (here-in-after called as “Party No 1” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of One Part.

AND

Rajasthan Renewable Energy Corporation, Jaipur (here-in-after called as “Party No.2” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) of the Other Part.

WHEREAS

That, the “Party No.1” has agreed to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No: Dated: issued by “Party No.2”.

That, the “Party No.1” has also agreed to execute work of Design, Engineering, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects as per scope of work, specifications and all terms and conditions mentioned in RFP No:Dated: issued by “Party No.2”, on the rates already accepted / agreed upon as mentioned in the annexed “Financial Bid” sheet, on standardized rates.

RRECL had prescribed the technical and commercial terms and conditions in the RFP, and invited bids comprising technical and financial bids from the bidders for undertaking the Project.

After evaluation of the bids received, RRECL had technically qualified certain bidders including, inter alia, the {the selected bidder/ consortium comprising , and (collectively the "Consortium") with as its lead member (the "Lead Member")} and accepted the financial bid of the {selected bidder/ Consortium} and issued its Letter of Award No dated (hereinafter called the "LOA") to the {selected bidder/ Consortium requiring, inter alia, the execution of this Contract Agreement within 45 (forty five) days of the date of issue thereof.

{The selected bidder/ Consortium has since promoted and incorporated itself as a limited liability company under the Companies Act 2013, and} has requested RRECL to accept the Successful Bidder as the entity which shall undertake and perform the obligations and exercise the rights of the {selected bidder/ Consortium under the LOA,} including the obligation to enter into this Contract Agreement pursuant to the LOA for undertaking the Project.

{By its letter dated the Successful Bidder has also joined in the said request of the selected bidder/ Consortium to RRECL to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/ Consortium including the obligation to enter into this Contract Agreement pursuant to the LOA. The Successful Bidder has further represented to the effect that it has been promoted by the selected bidder/ Consortium for the purposes hereof and has delivered to RRECL a legal opinion with respect to RRECL of the Successful Bidder to enter into this Contract Agreement and the enforceability of the provisions thereof.}

RRECL has {agreed to the said request of the selected bidder/ Consortium and the Successful Bidder, and has} accordingly agreed to enter into this Contract Agreement with the Successful Bidder for implementation of the Project on Hybrid Annuity basis, subject to and on the terms and conditions set forth hereinafter.

That, the rates shown in the Financial Bid sheet(s) enclosed are valid up to ____-____-20__.

That, all terms and conditions, scope of work and specifications mentioned in RFP No: Dated: issued by "Party No.2", which have been agreed upon and also the condition(s) contained in the correspondence(s) made in this matter will also form part of this Agreement.

That all the terms and conditions of the Agreement for twenty five (25) Operational Years Comprehensive O&M shall form part of this agreement.

That, in the event of any dispute or difference whatsoever arising under this Agreement, the same shall be settled according to 'Settlement of Dispute' Clause 3.33 in the RFP as signed and accepted by the Parties.

The agreement will be valid up to ____ - ____ -20___. The validity period may be extended further with the Mutual Consent on unchanged Terms & Condition(s), Specification(s) and Rate(s) up to one Year.

For, the matter(s) of any dispute between the "Party No.1" and "Party No.2" shall be subjected to Jaipur jurisdiction.

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

1. Definitions

1.1 All the definitions provided in the 'Definitions and Abbreviations' clause of the RFP and all Sections thereof shall also be considered as part of this Contract Agreement.

1.2 references to the "winding-up", "dissolution", "insolvency", or "reorganization a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

1.3 save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (s) shall not operate so as to increase liabilities or obligations of RRECL hereunder or pursuant hereto in any manner whatsoever;

1.4 any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only

if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;

1.5 the Schedules and Recitals to this Agreement and the Request for Proposals ("RFP") forms an integral 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;

1.6 references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Sections of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Section in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears;

1.7 the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages"); and

1.8 Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.9 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Successful Bidder to RRECL and/ or the Independent Engineer shall be provided free of cost and in three copies, and if RRECL and/or the Independent Engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.10 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

2. Scope of Work

Design, engineering, supply, installation, testing and commissioning of solar rooftop projects of various capacities as per standard design and specifications and connecting to existing mains/ACDB and interfacing internal electrical loads of the project with the distribution licensee's network along with comprehensive O&M for a period of twenty-five (25) operational years of the project. The vendor shall be responsible for transportation of all material to the respective project sites and their installation and

commissioning including comprehensive operation and maintenance for 25 years. The vendor shall be responsible for engineering, design, supply, erection, testing and commissioning and comprehensive O&M for all parts of the projects which include modules, inverters, support structure, civil works, AC & DC cable, ACDB, DCDB, Meters (Solar Meter and Net Meter including required accessories), earthing & lightning protection, hardware material, junction boxes, data acquisition system, remote monitoring system, grid islanding system, fire extinguishers, etc. and all other related parts as given in SECTION VII (Technical Specifications), accessories, tools, tackles and spares required for satisfactory completion and O&M of the projects. The Vendor would have to take approval for interfacing with the Grid at each of the project locations from the respective DISCOMs. Comprehensive O&M for twenty-five (25) operational years shall be required to be done for each of the projects.

The Bidder shall be responsible for all the works related to installation and commissioning of the projects. The Bidder shall also be responsible for O&M of the project for twenty-five years of life of the project. In no case, the User/Beneficiary Dept. or nodal agency shall be responsible to pay any additional cost for any work related to the project.

It is clarified that the projects awarded under this agreement would not include energy storage with the rooftop solar projects. However, if the User/Beneficiary Dept. desires to have such an arrangement, it will need to pay separately for the battery storage and the associated change in design, civil and electrical works. Such an arrangement would not affect the amount discovered under this agreement.

The Scope of Works in this agreement shall be read along with the Technical Specifications of various components of the project as given in SECTION VII of the RFP.

THE SCOPE OF WORK SHALL ALSO INCLUDE THE FOLLOWING:

A layout plan of the site should be submitted to the Inspecting Authority clearly indicating the identified location for installation of SPV modules & control room, where control panels shall be installed. The Vendor shall also submit the following:

Declaration that the mode in which the system will operate is in accordance with the provisions of Rajasthan Electricity Regulatory Commission's Grid Interactive Distributed Renewable Energy Generating Systems (First amendment) Regulations, 2023 as amended from time to time.

Detailed plan for time bound execution of the project.

Performance testing report of the successful commissioning of the project(s)

Declaration of coverage of risk liability of all personnel associated with implementation and realization of the project.

The Vendor shall maintain sufficient inventory of the spare parts to ensure that the project is functional during the entire project life of twenty-five (25) years.

The vendor shall be responsible for waterproofing of the roof for the comprehensive O&M period of first three operational years. The vendor should immediately take necessary action to repair any damage to the water proofing. In such situations, the vendor shall bear any cost of damage to the project and rectify the same in a reasonable timeframe. If the vendor fails to do the required water proofing within 7 days from the day of identification of the issue, the beneficiary department may get the same done at prevailing market rate and the vendor shall reimburse the same to the beneficiary department. In case the vendor fails to reimburse the expenses to the beneficiary department, then such expenses shall be adjusted with the performance bank guarantee submitted by the vendor.

INTERNAL ELECTRIFICATION:

The vendor shall perform the inspection of the existing electrical network of each of the project site, and its interfacing with the licensee network. The vendor shall prepare and submit electrical drawing for the site along with the quantity of material required. The vendor shall also be responsible for obtaining prior approval of the work and the drawing from the inspecting authority. Execution of work shall be done in accordance with the norms and directives of the Nodal Agency.

GRID CONNECTION:

The vendor shall be responsible for synchronisation of the project with the licensee's network as per the licensee's network under the Renewable Electricity Regulatory Commission (Grid interactive distributed renewable energy generating systems, first amendment) Regulations, 2023 as amended from time to time.

METERING AND GRID CONNECTIVITY:

Metering and connection with the grid shall be the responsibility of the vendor in accordance with the prevailing guidelines of the concerned distribution licensee and/or CEA and net metering regulations in

the state of Rajasthan. The nodal agency may facilitate the process, but the responsibility shall reside with the vendor. All the meters shall be smart meters and should have provision to integrate with Remote Monitoring System (RMS). The cost of the required meters shall be borne by the vendor including the interconnection cost. On the other hand, the beneficiary would need to bear the cost-of-service line upgradation, change in CT/PT for metering, if required. However, the vendor will have to inform the beneficiary all the expected cost that the beneficiary department is expected to incur.

The vendor shall install the generation meter near the output of the inverter and the net meter shall be located in the place of the present DISCOM's metering system.

The vendor, at its own cost, would need to test the meter as per provisions of RERC and as per IS 14697 at CPRI or at any NABL accredited lab before installation of the meter at the site. The vendor is also responsible for getting the concerned DISCOM's approval for net metering and post installation, the vendor will be responsible for getting the meter/metering system tested from the concerned DISCOM. The meter should be properly sealed in the presence of the designated authority at the time of installation.

The accuracy, rating and certifications of the net meter and the generation meter shall confirm with the standards for net meter and generation meter as provided by RERC.

INSURANCE:

The vendor shall take insurance for third party liability covering loss of human life, risks of damage, theft of material/equipment/properties post completion of the work(s).

Before commencement of the work, the vendor shall ensure that all its employees and representatives are covered with suitable insurance against any damage, loss, injury, or death arising out of the execution of the works.

WARRANTY AND GUARANTEES:

The vendor shall warrant that the goods supplied under this RFP are new, unused, of the latest technology, and incorporate most recent improvements in the design and materials as per the technical specifications provided in this RFP.

The warranty shall cover the rectification of any and all defects in the design of the equipment, materials and workmanship including spare parts for a period of twenty-five (25) years.

The responsibility of maintaining the warranty, claims and settlements arising out of the above clauses shall be of the vendor. The nodal agency shall not be responsible in any way for any claims whatsoever on account of the above.

TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP:

The design, engineering, manufacture, supply, installation, testing and commissioning of the equipment shall be in accordance with the latest norms/appropriate IEC/Indian standard as detailed in the technical specifications of this RFP and its subsequent amendments. Moreover, all the relevant test certifications must be kept valid up to one year from the COD of the project.

Any supplies which have not been specifically mentioned in this RFP, but which are necessary during construction or Comprehensive O&M period of the Project shall be provided by the Successful Bidder without any extra cost and within the time schedule for efficient and smooth construction and Comprehensive O&M of the Project.

Any supplies which have not been specifically mentioned in this RFP, but which are necessary during construction or comprehensive O&M period of the project shall be provided by the vendor without any extra cost and within the time schedule for smooth construction and operation of the project.

ADDITIONAL WORKS

Additional civil, structural, or electrical works which are so required/desired to be undertaken by the beneficiary department and which are not covered in the scope of work, shall be done by the vendor after taking concurrence of the beneficiary on design, drawing and cost estimate of such additional works on the basis of SOR of PWD (Civil) and DISCOM (Electrical), but in any case, it should not be more than the cost computed based on the SOR rates. The scope of additional works shall be decided mutually between the vendor and the beneficiary. A copy of cost assessed for additional works shall be submitted to RREC for approval. The additional works may include, but not limited to the following:

Laying of additional length of cable and accessories if the complete space/rooftop provided is more than 500 meters away the utility/DISCOM metering point.

Requirement of additional/specific design of structure as required by the beneficiary, which is different from the design provided by the beneficiary dept.

- Unless otherwise agreed between the parties, the vendor shall not do.
- chipping of the rooftop
- Disturb water proofing of the roof.
- Carry out any other modification of the premises without the written consent of the beneficiary.
- One time cost for strengthening of premise to the extent required for setting up solar PV project shall be borne by the vendor. Any delay due to strengthening of premise shall not be considered to extend the SCOD unless it is approved by the beneficiary.
- In case of any ambiguity over any specific works, the vendor and Beneficiary shall involve Nodal Agency to get the clarity on the additional works.

PROVISION OF SIGN BOARD

The vendor would have to provide sign board of dimension 8'x4' (M.S. Sheet size 4'x3' of 16-gauge, MS angle 40x40x5 mm with essential balancing and adequate grouting with PCC 1:3:6 i/c painting & writing) at each site with complete specifications.

COMPLETION AND COMMISSIONING

- Part commissioning is not allowed for any project.
- The vendor, in coordination with the DISCOM, shall submit commissioning certificate, issued by the concerned Discom, in accordance with all applicable regulations/policies.
- The nodal agency shall issue the commissioning certificate for the capacity of the project completed on issuance of completion certificate.
- For the purpose of obtaining the completion certificate, the following documents shall be required.
- Inspection report of the work(s) for all equipment/material

Pre inspection:

RREC will have the authority of pre inspecting the modules, inverters, structure, and AC/DC cables etc. before issuance of dispatch instructions.

The contractor shall arrange free of charges, suitable accommodation, and transport facility for local journey to the Engineer-incharge/Project Manager(s) nominated for inspection.

The contractor shall arrange to and fro air tickets of economy class for the journey of the inspecting officer(s) from the nearest Airport of the workplace of the inspecting officer to their works or the place where inspection is to be carried out and back at contractor's cost, after coordinating with inspecting officer(s). Suitable transport facility for the inspecting officer(s) from its workplace to the nearest Airport for to and fro journey will also be arranged by the contractor.

In case the place of inspection is not connected through Air, the contractor will arrange to and from air tickets of economy class at their cost up to the nearest airport of the place of inspection and onward journey from the nearest airport to the place of inspection and back by suitable means that is taxi/train (2nd AC class) at the cost of the contractor.

3. LIQUIDATED DAMAGES:

In case of natural calamity or any reason beyond the control of Successful Bidder or unavoidable circumstances, the work is not completed within the given timeframe, Nodal Agency may consider grant of extension after the reason submitted by Successful Bidder are found to be satisfactory. Delay in receipt of equipment of Solar System under the scope of the vendor from the concerned sub-vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension.

If the Successful Bidder fails to execute the work and Commission the project on or before the SCOD, Nodal Agency shall have the right to impose penalty equivalent to 5% of C-PBG value per week from the SCOD subject to maximum of twenty (20) weeks delay. In case of delay beyond extended timeline of twenty (20) weeks, Nodal Agency may cancel the Work Order and Successful Bidder shall be liable to pay Liquidated Damages to the Nodal Agency.

The Bidders agrees and accepts that such calculation of liquidated damages is a genuine and fair pre-estimate of the damages caused.

4. PERFORMANCE MONITORING MECHANISM

The Successful Bidder shall demonstrate that the said project delivers Capacity Utilization Factor (CUF) of at least 15%.

For the purpose of measuring CUF: -

Successful Bidder shall ensure that all Projects are Remote Monitoring System (RMS) enabled integrated into a dashboard at RREC. The Successful Bidder shall ensure and shall have no objection to provide access to RMS for data acquisition and monitoring the performance of Project(s) by Nodal Agency. The Successful Bidder shall ensure that the connectivity of the Project with the Centralized Monitoring Centre of Nodal Agency is uninterrupted at all times during O&M period and shall make all necessary arrangements for the same. Nodal Agency or its authorized agency reserves right to validate the authenticity of such data for which Successful Bidder shall extend full access and its cooperation.

Apart from installing Remote Monitoring System for the use by the user/beneficiary department and the Nodal Agency, the successful bidder must submit a monthly MIS and Annual 3rd party audited annual performance audit report to the beneficiary/user department as well as the Nodal Agency highlighting overall plant performance, maintenance schedule carried out during the year, achieved CUF%, shortfall in Units (KWH) due to low CUF%, if any, LCOE, etc.

The successful bidder is liable to pay penalty for any shortfall in the CUF% on annual basis. The successful bidder shall pay in terms of deduction from its annual O&M invoice followed by encashment of OM-PBG (in case penalty amount exceeds annual O&M invoice amount) the amount equivalent to 70% of the (total shortfall units-units due deemed generation loss) at the rate of levelized cost of energy (LCOE) in that year. The LCOE shall be calculated as per standard formula $LCOE = \frac{\sum[(I_t + M_t + F_t) / (1 + r)^t]}{\sum[(E_t / (1 + r)^t]}$, where I is the initial cost of investment expenditures including CAPEX, cost of capital, depreciations, etc., M is the O&M expenditures, F is the Fuel expenditures (if any), E is the sum of all electricity generated, r is the discount rate for the project, n is the life of the project.

Deemed Generation Loss is the loss of generation due to unavailability of grid during the solar generation hours as recorded by the installed smart meters with the system.

5. OPERATION AND MAINTENANCE:

During twenty-five (25) Operational Years, the Successful Bidder (s) will service and maintain the system including replacement of the product, as per Prudent Utility Practices. The Successful Bidder will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at its own cost. It is advisable for the Bidder to ensure proper arrangements for cleaning of panels (at least 16 cycles in a Year and Year must exclude June to September period) to maintain the requisite performance expectations.

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

6. PROGRESS REPORT:

Successful Bidder shall have to commission the Project within twelve (12) Months from the date of issuance of LOA. The Successful Bidder shall submit monthly progress report to Nodal Agency, in prescribed pro-forma to be designed in discussion with Successful Bidder, for the period from signing of WORK ORDER to CoD. Nodal Agency will have the right to depute its/their representatives to ascertain the progress at the premises of work of the Successful Bidder.

The Successful Bidder agrees and accepts that a mere lack of a response/reply to the progress reports does not imply that the Nodal Agency has agreed/accepted the contents of the progress reports.

7. ESCROW ACCOUNT

As a condition precedent within the project execution period—before the appointed date— the successful bidder is required to execute an escrow agreement—as per FORMAT 19—between the successful bidder, the Nodal Agency, lenders, and a bank. In compliance with the agreement, the successful bidder must also open and establish an escrow account with the bank (escrow bank). Under the escrow agreement, the escrow bank acts as trustee for the Nodal Agency, successful bidder, and the lenders, authorizing the bank to exercise the delegated rights, powers, authorities, and discretions.

Requirements regarding deposits into the escrow account and withdrawals from the escrow account by the successful bidder during the contract period and after termination are indicated below:

- The successful bidder is required to deposit into an escrow account:

- All funds constituting the financial package.
- All revenues from or with respect to the project including the proceeds of any rentals, deposits, capital receipts, or insurance claims; and
- All payments by the Nodal Agency, after deduction of any outstanding payments.

During the contract period, the successful bidder is required to appropriate the deposits in the escrow account in the following order:

- All taxes due and payable by successful bidder.
- All payments relating to construction of the project.
- O&M expenses, subject to the ceiling, if any are outlined in the financing agreement.
- O&M expenses and other costs and expenses incurred by the Nodal Agency, as provided in the contract agreement.
- Any amounts due and payable to Nodal Agency under the contract agreement.
- Monthly proportionate provision of debt service due.
- All payments and damages due and payable to the Nodal Agency by the successful bidder.
- Debt service due of sub-ordinate debt.
- Any reserve requirements as per financing agreements; and
- Balance, if any, following the instructions of the successful bidder.

Upon termination of the contract, all standing amounts in the escrow account are required to be appropriated in the following order:

- All taxes due and payable by successful bidder related to the contract agreement; Percentage of debt due, excluding sub-ordinate debt if so, required by the contract.
- Outstanding payments due to the Nodal Agency.
- All payments and damages due to the Nodal Agency
- Retention and payments relating to the liability for defects and deficiencies, required by the contract agreement.
- Outstanding debt service including balance of debt due.
- Outstanding sub-ordinate debt.

- Incurred or accrued O&M expenses.
- Any other payments that are required to be made under the arrangement; and Balance, if any, in accordance with the instructions of the successful bidder.

8. FORCE MAJEURE:

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

In the event that the Successful Bidder is not able to perform its obligations under the Contract on account of force majeure, he will be relieved of its obligations during the force majeure period.

If a force majeure situation arises, the Successful Bidder shall promptly notify Nodal Agency in writing, not later than seven (7) Days from the date such situation arises (in case, communication is not possible to Nodal Agency, Successful Bidder shall notify Nodal Agency not later than one (1) Day from the day when communication system will be restored). The Successful Bidder shall notify Nodal Agency not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, Nodal Agency shall decide and grant suitable additional time for the completion of the work, if required.

Failure of such Successful Bidder in timely intimating Nodal Agency will suspend its right for any relief otherwise eligible under such force majeure conditions.

9. APPLICABLE LAW:

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

10. SETTLEMENT OF DISPUTE:

If any dispute(s) of any kind whatsoever arises between Nodal Agency and the Successful Bidder/Successful Bidder in connection with or arising out of the 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 through a Dispute Resolution

Committee formed by authorized members from RREC, Beneficiary Department, Empanelled Vendor and other such member as required on case to case basis.

If the parties fail to resolve the dispute through the Dispute resolution Committee, the parties shall seek to resolve any such dispute or difference by way of Conciliation or Mediation through a duly appointed Independent Conciliator/Mediator. In this regard, the parties may agree with mutual consent for appointment of any person empanelled as Mediator/Conciliator with the Mediation Cell of the High Court of Rajasthan.

If the parties fail to resolve, such a dispute(s) or difference by Conciliation/mediation within forty-five (45) days of its reference to the mediator/conciliator or any such extended timeline as mutually decided by the parties, then the dispute(s) shall be settled in accordance with applicable laws and for this purpose the territorial jurisdiction will be the Court situated within Jaipur in the State of Rajasthan.

11. LANGUAGE:

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

12. OTHER CONDITIONS:

Successful Bidder has to obtain all the necessary approvals/Consents/Clearances required for design, engineering, supply, installation, testing, and commissioning including Comprehensive O&M of the Project including connectivity to the licensee's network. Nodal Agency and the User/Beneficiary Dept. will extend possible cooperation to Successful Bidder in this regard. However, the Successful Bidder shall be solely responsible for obtaining such approvals/consents/clearances.

The Successful Bidder shall not transfer, assign, or sublet the Project under the Agreement pursuant to this RFP to any party other than lenders.

13. AMENDMENT:

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

14. SUCCESSORS AND ASSIGNS:

In case the Successful Bidder may undergo any merger or amalgamation, or a scheme of arrangement or similar re-organization and this WORK ORDER is assigned to any entity partly or wholly, the WORK ORDER shall be binding mutatis mutandis upon the successor, entities and shall continue to remain valid with respect to obligation of the successor, entities.

15. SEVERABILITY:

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

16. TAX EXEMPTIONS:

Nodal Agency will extend possible cooperation to Successful Bidder in availing any tax exemptions. However, the responsibility of availing any such exemptions, if any, would rest with the Successful Bidder.

17. FRAUD AND CORRUPTION

The Successful Bidders, suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:

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

“Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“**Coercive practice**” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

or

acts intended to materially impede the exercise of the Nodal Agency’s inspection and audit rights.

- b. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
- c. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a contract; and
- d. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Nodal Agency to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Nodal Agency.

18. ESCROW Account

As a condition precedent within the project execution period—before the appointed date— the successful bidder is required to execute an escrow agreement—as per FORMAT 19—between the successful bidder, the Nodal Agency, lenders, and a bank. In compliance with the agreement, the successful bidder must also open and establish an escrow account with the bank (escrow bank). Under the escrow agreement, the escrow bank acts as trustee for the Nodal Agency, successful bidder, and the lenders, authorizing the bank to exercise the delegated rights, powers, authorities, and discretions.

The terms and conditions relevant to ESCROW Account shall be read along with clause 3.28 and FORMAT 19 of the RFP

19. Substitution, Suspension and Termination

The successful bidder agrees to the terms and conditions mentioned in the relevant clauses and FORMATS in the RFP

That, this agreement executed between the parties who affix their signatures at Jaipur, in witness whereof the parties hereto have signed the agreement:

THE COMMON SEAL OF CONTRACTOR has been affixed pursuant to the resolution passed by the Board of Directors of the Contractor by: at its meeting held on the.....day of the20.....here unto affixed in to the presence of.....the Director, who has signed these presents in token thereof,Company Secretary / Authorized Officer who has countersigned the same in token thereof.

SIGNED, SEALED For and behalf of THE NODAL AGENCY

Witnesses;

Party No.1

Party No.2

FORMAT 12

DECLARATION

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

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

We declare that we are (please specify & tick mark the relevant point(s) and cross the others):

1. We declare that we have not been Blacklisted or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of RRECL.
2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
3. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with Nodal Agency in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)
(Name & Designation in block letters)

FORMAT 13

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 behaviour 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

FORMAT 14

GRIEVANCE REDRESSAL PROCESS

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

The designation and address of the Second Appellate Authority is the Chairman, 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 RFP 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 RFP 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

FORMAT 15

**CONFIDENTIALITY UNDERTAKING
(On Company Letter Head with seal)**

I, **{Name of Authorized Person}** on behalf of (**[Name of Bidder]**) Undertake to RREC and the User/Beneficiary Department that:

1. I undertake to keep confidential at all the times information obtained directly, indirectly through written, verbal or any other means during working for this assignment. I undertake not to disclose, publish, reveal, copy, transmit, quote, use any of the information in full or part, data, drawings, documents, photographs or any other literature to anyone during the course of assignment and thereafter in future either by the Company or any individual. The undertaking shall be binding to Bidding Firm including its successor/assignee as a whole and all individuals assigned to the task irrespective of their association with Bidding Firm in future.
2. I acknowledge that damages are not a sufficient remedy for any breach of this Undertaking and that RREC and the User/Beneficiary Department is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Undertaking, in addition to any other remedies available to RREC and the User/Beneficiary Department as per law.
3. I acknowledge that this Undertaking is governed by the law in force in India and I agree to submit to jurisdiction of the court of Jaipur, Rajasthan.
4. I undertake to sign Non-Disclosure Agreement (NDA) in case of assigning the job.

Company Seal

Authorized Signatory

Place:

Date :

FORMAT 16

FORMAT FOR OPERATION AND MAINTENANCE PERFORMANCE BANK GUARANTEE (OM-PBG)

(To be on non-judicial stamp paper of Rajasthan (value as prescribed in Rajasthan))

In consideration of the _____ *[Insert name of the Bidder]* (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Empanelment of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Comprehensive Operation and Maintenance of rooftop solar power plants aggregating to about _____ MWp at various locations in the state of Rajasthan in response to the RFP dated _____ issued by Rajasthan Renewable Energy Corporation (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of _____ *[insert the name of the Successful Bidder]* (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Successful Bidder and issuing LOA No. _____ to _____ (Insert Name of Successful Bidder) as per terms of RFP and the same having been accepted by the selected Special Purpose Vehicle (SPV), M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RFP, _____ *[insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at _____ *[Insert Name of the Place from the address of the Nodal Agency]* forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ *[Rupees _____ (Total Value in words)]* only, on behalf of M/s _____ *[Insert name of the Successful Bidder / Special Purpose Vehicle (SPV)]*.

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

Our liability under this Guarantee is restricted to Rupees _____ (both in numbers and words)

Our Guarantee shall remain in force until Nodal Agency shall be entitled to invoke this Guarantee till _____. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency 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 Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by *[Insert name of the Successful Bidder]*. The Guarantor Bank

shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency 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 Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder / Special Purpose Vehicle (SPV), to make any claim against or any demand on the Successful Bidder or to give any notice to the Successful Bidder / Special Purpose Vehicle (SPV) or to enforce any security held by Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder / Special Purpose Vehicle (SPV).

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (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 Nodal Agency 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:

Signature

Name and Address _____

Signature

Name and Address _____

FORMAT 17

CHECK LIST FOR OM-PBG

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

FORMAT 18

FORMAT FOR CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for Participation in “Request for Proposal (RFP) For Empanelment of Bidder for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects at Various Locations in the State of Rajasthan

(To be on non-judicial stamp paper of appropriate value purchased in Rajasthan-)

THIS JOINT BIDDING AGREEMENT is entered into on this ____ day of _____ 2024.

BETWEEN

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

AND

_____ Having its registered office at _____.(Hereinafter referred to as the “**Second Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns) 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 “**RERC**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its RFP No: Dated: _____ for award of the rate contract/ work under “Empanelment of Bidders for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects at Various Locations in the State of Rajasthan(hereinafter called “**Project**”) and Empanelment of Bidders for the same.

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

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

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

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

1. Consortium

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

2. Role of the Parties

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

- a) The parties agree to submit bid as Consortium for Project.
- b) Only First Part shall be evaluated for qualification against financial eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by RREC and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.
- e) Second Part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by RREC.
- g) Subject to the terms of this agreement, Members of the Consortium undertake to define their shareholding in following proportion:

Name of Member	Proposed share in the consortium
Lead Member (At least 51%)
Member(s)	

3. 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 further in accordance with the LOA subsequently issued if bid declared as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

4. Miscellaneous

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

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:

SIGNED, SEALED AND DELIVERED For
and on behalf of Second Part:

(Signature)
(Name & Designation)
(Address)
In Presence of :
Witness -1
Witness -2

(Signature)
(Name & Designation)
(Address)
In Presence of :
Witness -1
Witness -2

FORMAT 19

FORMAT FOR ESCROW AGREEMENT

THIS **ESCROW AGREEMENT** is entered into on this the day of

1. _____ (insert name and particulars of SPV), a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at (hereinafter referred to as the "Successful Bidder" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);
2. _____ (insert name and particulars of Lenders' Representative) and having its registered office at acting for and on behalf of the Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "Lenders' Representative" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);
3. _____ (insert name and particulars of the Escrow Bank) and having its registered office at (hereinafter referred to as the "Escrow Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and
4. RREC referred to as the "Nodal Agency" which expression shall, unless repugnant to the context or meaning hereof, include its administrators, successors and assigns).

WHEREAS:

1. The Nodal Agency has entered into a Contract dated with the Successful Bidder (the "Contract") for the Project (the "Project") on Design, Supply, Erection, Testing and Commissioning with Net-Metering including Comprehensive 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 at various locations in Rajasthan.
2. Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
3. The Contract requires the Successful Bidder to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Contract" means the Contract referred to in Recital above, and shall include all of its Recitals and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Successful Bidder, and shall commence from the date on which a notice is delivered by the Nodal Agency or the Lenders' Representative, as the case may be, to the Successful Bidder asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified for any type of payments as required to be made as per the contract; and

"Sub-Accounts" means the respective sub-accounts of the Escrow Account, into which the monies would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Lenders.

The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Contract shall, unless repugnant to the context, have the meaning ascribed thereto in the Contract.

References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

2. ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

The Successful Bidder hereby appoints the Escrow Bank to act as trustee for the Nodal Agency, the Lenders' Representative and the Successful Bidder authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

The Successful Bidder hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Nodal Agency, the Lenders' Representative and the Successful Bidder, and applied in accordance with the terms of this Agreement. No person other than the Nodal Agency, the Lenders' Representative and the Successful Bidder shall have any rights hereunder as the beneficiaries of or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Successful Bidder, Lenders or the Nodal Agency with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Nodal Agency, the Lenders' Representative and the Successful Bidder or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Successful Bidder shall open and establish the Escrow Account with the (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

The Escrow Bank and the Successful Bidder shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

Escrow Bank's fee The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Successful Bidder. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account.

Rights of the Parties Save and except as otherwise provided in the Contract, the rights of the Nodal Agency, the Lenders' Representative and the Successful Bidder in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Nodal Agency, the

Lenders' Representative and the Successful Bidder shall have no other rights against or to the monies in the Escrow Account.

Substitution of the Successful Bidder The Parties hereto acknowledge and agree that upon substitution of the Successful Bidder with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Successful Bidder under this Agreement on and with effect from the date of substitution of the Successful Bidder with the Nominated Company.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Successful Bidder

The Successful Bidder agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

- a) All monies received in relation to the Project from any source, including the Lenders, lenders of Subordinated Debt and the Nodal Agency;
- b) All funds received by the Successful Bidder from its shareholders, in any manner or form;
- c) Any other revenues; rentals, deposits or capital receipts, as the case may be, from or in respect of the Project; and
- d) All proceeds received pursuant to any insurance claims.
- e) The Successful Bidder may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Nodal Agency

- a) The Nodal Agency agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:
- b) Grant and any other monies disbursed by the Nodal Agency to the Successful Bidder;
- c) All revenues collected by the Nodal Agency in exercise of its rights under the Contract; and
- d) Termination Payments

- e) Provided that, the Nodal Agency shall be entitled to appropriate from the aforesaid amounts, any amounts due and payable to it by the Successful Bidder, and the balance remaining shall be deposited into the Escrow Account.

3.3 Deposits by Lenders

The Lenders' Representative agrees, confirms and undertakes that the Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Lenders shall be entitled to make direct payments to the EPC Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Successful Bidder in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Contract Period

At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Successful Bidder may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out here from on the Payment Date(s):

- a) All taxes due and payable by the Successful Bidder for and in respect of the Project;
- b) All payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
- c) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

- d) O&M Expenses and other costs and expenses incurred by the Nodal Agency in accordance with the provisions of the Contract, and certified by the Nodal Agency as due and payable to it;
- e) Any amounts due and payable to the Nodal Agency;
- f) Monthly proportionate provision of Debt Service due in an Accounting Year;
- g) all payments and Damages certified by the Nodal Agency as due and payable to it by the Successful Bidder pursuant to the Contract;
- h) Monthly proportionate provision of debt service payments due in an Accounting Year in respect of Subordinated Debt;
- i) any reserve requirements set forth in the Financing Agreements; and
- j) Balance, if any, in accordance with the instructions of the Successful Bidder.

No later than 60 (sixty) days prior to the commencement of each Accounting Year, the Successful Bidder shall provide to the Escrow Bank, with prior written approval of the Lender's Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause; provided that such amounts may subsequently be modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

- a) Upon Termination of the Contract, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:
- b) Taxes due and payable by the Successful Bidder for and in respect of the Project;
- c) 90% (ninety per cent) of Debt Due excluding Subordinated Debt;
- d) All payments and Damages certified by the Nodal Agency as due and payable to it by the Successful Bidder pursuant to the Contract, including any claims in connection with or arising out of Termination;
- e) Retention and payments arising out of, or in relation to, liability for defects and deficiencies
- f) Outstanding Debt Service including the balance of Debt Due;
- g) Outstanding Subordinated Debt;
- h) Incurred or accrued O&M Expenses;

- i) Any other payments required to be made under the Contract; and
- j) Balance, if any, in accordance with the instructions of the Successful Bidder: Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Nodal Agency.

4.3 Application of insufficient funds:

Funds in the Escrow Account shall be applied in the serial order of priority set above as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilized for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5 Withdrawals during Suspension

- a) Notwithstanding anything to the contrary contained in this Agreement, the Nodal Agency may exercise all or any of the rights of the Successful Bidder during the period of Suspension
- b) Any instructions given by the Nodal Agency to the Escrow Bank during such period shall be complied with as if such instructions were given by the Successful Bidder under this Agreement and all actions of the Nodal Agency hereunder shall be deemed to have been taken for and on behalf of the Successful Bidder.

5. OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7(seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Successful Bidder and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- a) May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Successful Bidder upon a certificate signed by or on behalf of the Successful Bidder;
- b) May, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- c) Shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Successful Bidder or any other person hereunder or in connection herewith; and
- d) Shall, within 5 (five) business days after receipt, deliver a copy to the Successful Bidder of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank

represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6. ESCROW DEFAULT

6.1 Escrow Default

- a) Following events shall constitute an event of default by the Successful Bidder (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Nodal Agency or the Lenders' Representative:
- b) The Successful Bidder commits breach of this Agreement by failing to deposit any receipts into the screw Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;
- c) The Successful Bidder causes the Escrow Bank to transfer funds to any account of the Successful Bidder in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub- Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or
- d) The Successful Bidder commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.
- e) Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Contract.

7. TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Successful Bidder in respect of the debt, guarantee or financial assistance received by it from the Lenders, or any of its obligations to the Nodal Agency remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Successful Bidder may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Nodal Agency and the Lenders' Representative, terminate this Agreement and appoint a new

Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Successful Bidder and the Lenders' Representative made on or after the payment by the Successful Bidder of all outstanding amounts under the Contract and the Financing Agreements including the payments specified above, and upon confirmation of receipt of such payments, close the Escrow Account and Sub- Accounts and pay any amount standing to the credit thereof to the Successful Bidder. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. INDEMNITIES

8.1 General indemnity

The Successful Bidder will indemnify, defend and hold the Nodal Agency, Escrow Bank and the Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Successful Bidder of any of its obligations under this Agreement or on account of failure of the Successful Bidder to comply with Applicable Laws and Applicable Permits.

The Nodal Agency will indemnify, defend and hold the Successful Bidder harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Nodal Agency to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Successful Bidder's obligations under the Contract or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Nodal Agency, its officers, servants and agents.

The Escrow Bank will indemnify, defend and hold the Successful Bidder harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely

affecting the performance of the Successful Bidder's obligations under the Contract other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

8.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party"} within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

9. DISPUTE RESOLUTION

9.1 Dispute resolution

Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, the parties shall seek to resolve any such dispute or difference through a Dispute Resolution Committee formed by authorized members from RREC, Beneficiary Department, Empanelled Vendor, Lender or the Lender's Representative, Bank and other such Stakeholders as required on case to case basis.

If the parties fail to resolve the dispute through the Dispute resolution Committee, the parties shall seek to resolve any such dispute or difference by way of Conciliation or Mediation through a duly appointed Independent Conciliator/Mediator. In this regard, the parties may agree with mutual consent for appointment of any person empanelled as Mediator/Conciliator with the Mediation Cell of the High Court of Rajasthan.

If the parties fail to resolve, such a dispute(s) or difference by Conciliation/mediation within forty-five (45) days of its arising or such extended period through mutual consent of all concerned

Stakeholders, then the dispute(s) shall be settled in accordance with applicable laws and for this purpose the territorial jurisdiction will be the Court situated within Jaipur in the State of Rajasthan.

10. MISCELLANEOUS PROVISIONS

10.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have jurisdiction over all matters arising out of or relating to this Agreement.

10.2 Waiver of sovereign immunity

The Nodal Agency unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Nodal Agency with respect to its assets;
- c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

10.3 Priority of agreements

In the event of any conflict between the Contract and this Agreement, the provisions contained in the Contract shall prevail over this Agreement.

10.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties.

10.5 Waiver

Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- c) Shall not affect the validity or enforceability of this Agreement in any manner.
- d) Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.
- e) No third party beneficiaries This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

10.4 Survival

10.4.1 Termination of this Agreement:

- a) Shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

10.5 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining

provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution or otherwise.

10.6 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

10.7 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

10.8 Language

All notices, certificates, correspondence, and proceedings under or in connection with this Agreement shall be in English.

10.9 Authorized representatives

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

10.10 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF SUCCESSFUL BIDDER has been affixed pursuant to the resolution passed by the by the Board of Directors of the Successful Bidder has been affixed For and on behalf of pursuant to the resolution passed by the LENDERS by the Board of Directors of the Successful Bidder's Lender Representative at its meeting held on Dated hereunto affixed in the presence of, Director, who has signed these presents in token thereof and Company Secretary / Authorized Officer who has countersigned the same in token thereof

AND DELIVERED

For and on behalf of LENDERS by the

Lender's representative:

FORMAT 20

FORMAT FOR SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on this the day of20.....

AMONGST

Rajasthan Renewable Energy Corporation Limited (RRECL), represented by..... and having its principal offices at (Hereinafter referred to as the "Authority" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

.....Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at (Hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);

.....(insert name and particulars of Lenders' Representative) and having its registered office at....., acting for and on behalf of the Lenders as their duly authorized agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "Lenders' Representative", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

The Nodal Agency has entered into a Contract dated..... With the Contractor (the "Contract") for the.....Project (the "Project") on design, build, operate and transfer basis (the "DBOT Annuity or Hybrid Annuity"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

Lenders have requested the Nodal Agency to enter into this Substitution Agreement for securing their interests through assignment, transfer, and substitution of the Contract to a Nominated Company in accordance with the provisions of this Agreement and the Contract.

In order to enable implementation of the Project including its financing, construction, operation and maintenance, the Nodal Agency has agreed and undertaken to transfer and assign the Contract to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Contract.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them: "Agreement" means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"Financial Default" means occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Contractor for a minimum period of 3 (three) months;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Nominated Company" means a company, incorporated under the provisions of the Companies Act, 1956, including any re-enactment or amendment thereof, selected by the Lenders' Representative, on behalf of Lenders, and proposed to the Nodal Agency for assignment/transfer of the Contract as provided in this Agreement;

"Notice of Financial Default" shall have the meaning ascribed thereto in Clause 3.2.1; and

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

- a. References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Lenders.
- b. References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.
- c. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Contract shall, unless repugnant to the context, have the meaning ascribed thereto in the Contract.
- d. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Contract shall apply, mutatis mutandis, to this Agreement.

2. ASSIGNMENT

2.1 Assignment of rights and title

The Contractor hereby agrees to assign the rights, title and interest in the Contract to, and in favor of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Contract by way of security in respect of financing by the Lenders under the Financing Agreements.

3. SUBSTITUTION OF THE CONTRACTOR

3.1 Rights of substitution

Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Contractor by a Nominated Company under and in accordance with the provisions of this Agreement and the Contract.

The Nodal Agency hereby agrees to substitute the Contractor by endorsement on the Contract in favor of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. For the avoidance of doubt, the Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Contractor either individually or collectively.

3.2 Substitution upon occurrence of Financial Default

Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Contractor (the "Notice of Financial Default") along with particulars thereof, and send a copy to the Nodal Agency for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Contractor for the purposes of this Agreement.

Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Contractor by a Nominated Company in accordance with the provisions of this Agreement.

At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Nodal Agency to suspend all the rights of the Contractor and undertake the operation and maintenance of the Project in accordance with the clause of Suspension under the contract, and upon receipt of such notice, the Nodal Agency shall undertake Suspension under and in accordance with the provisions of the Contract. The aforesaid Suspension shall be revoked upon substitution of the Contractor by a Nominated Company, and in the event such substitution is not completed within 180 (one hundred and eighty) days from the date of such Suspension, the Nodal Agency may terminate the Contract forthwith by issuing a Termination Notice in accordance with the provisions of the Contract; provided that upon written request from the Lenders' Representative and the Contractor, the Nodal Agency may extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, the Nodal Agency expressly agrees and undertakes to terminate the Contract forthwith, upon receipt of a written request from the Lenders' Representative at any time after 240 (two hundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Contractor Default

Upon occurrence of a Contractor Default, the Nodal Agency shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days' time to the lenders' Representative to make a representation, stating the intention to substitute the Contractor by a Nominated Company.

In the event that the lenders' Representative makes a representation to the Nodal Agency within the period of 15 (fifteen) days, stating that it intends to substitute the Contractor by a Nominated Company, the lenders' Representative shall be entitled to undertake and complete the substitution of the Contractor by a Nominated Company in accordance with the provisions of this Agreement within a period of 180 (one hundred and eighty) days from the date of such representation, and the Nodal Agency shall either withhold Termination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty) days; provided that upon written request from the lenders' Representative and the Contractor, the Nodal Agency shall extend the aforesaid period of 180 (one hundred and eighty) days by a period not exceeding 90 (ninety) days; provided further that the Lenders' Representative may at any time withdraw

its representation hereunder and upon such withdrawal, the Nodal Agency may terminate this Agreement in accordance with the provisions hereof.

3.4 Procedure for substitution

The Nodal Agency and the Contractor hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Nodal Agency, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Contract to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Contractor towards the Nodal Agency under the Contract and towards the Lenders under the Financing Agreements.

To be eligible for substitution in place of the Contractor, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Nodal Agency for short listing the bidders for award of the Contract; provided that the lenders' Representative may represent to the Nodal Agency that all or any of such criteria may be waived in the interest of the Project, and if the Nodal Agency determines that such waiver shall not have any material adverse effect on the Project, it may waive all or any of such eligibility criteria.

Upon selection of a Nominated Company, the Lenders' Representative shall request the Nodal Agency to:

- a. Accede to transfer to the Nominated Company the right to construct, operate and maintain the Project in accordance with the provisions of the Contract;
- b. Endorse and transfer the Contract to the Nominated Company, on the same terms and conditions, for the residual Contract Period; and
- c. Enter into a Substitution Agreement with the lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

If the Nodal Agency has any objection to the transfer of Contract in favor of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Nodal Agency, the Nominated Company shall be deemed to have been accepted. The Nodal Agency shall thereupon transfer and endorse the Contract within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such

objection by the Nodal Agency, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Contractor.

The transfer of Contract hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Contract, be undertaken by transfer of no less than 75% (seventy five per cent) of the equity of the Contractor to the Nominated Company, and upon such transfer hereunder, the Contractor shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Contract.

3.5 Selection to be binding.

The decision of the Lenders' Representative and the Nodal Agency in selection of the Nominated Company shall be final and binding on the Contractor. The Contractor irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Lenders or the Nodal Agency taken pursuant to this Agreement including the transfer/assignment of the Contract in favor of the Nominated Company. The Contractor agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Contractor's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Nodal Agency and the Contractor shall have no right or remedy to prevent, obstruct or restrain the Nodal Agency or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Contract as requested by the Lenders' Representative.

4. PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Contractor shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Contractor in the event of such Nominated Company's assumption of the liabilities and obligations of the Contractor under the Contract.

5. TERMINATION OF CONTRACT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Nodal Agency to terminate the Contract forthwith, and upon receipt of such notice,

the Nodal Agency shall undertake Termination under and in accordance with the provisions of Article 31 of the Contract.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Nodal Agency is selected and recommended by the Lenders' Representative within the period of 180 (one hundred and eighty) days or any extension thereof as set forth in Clause 3.3, the Nodal Agency may terminate the Contract forthwith in accordance with the provisions thereof.

5.3 Realization of Debt Due

The Nodal Agency and the Contractor hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Contractor, without any further reference to or consent of the Contractor, the Debt Due upon Termination of the Contract. For realization of the Debt Due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Contract and the Escrow Agreement.

6. DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

- a. Termination of the Agreement; or
- b. No sum remains to be advanced, and no sum are outstanding to the Lenders, under the Financing Agreements.

7. INDEMNITY

7.1 General indemnity

The Contractor will indemnify, defend, and hold the Nodal Agency and the Lenders' Representative harmless against any and all proceedings, actions and third-party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Contractor of any of its obligations under this Agreement or on account of failure of the Contractor to comply with Applicable Laws and Applicable Permits.

The Nodal Agency will indemnify, defend and hold the Contractor harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure

of the Nodal Agency to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Contractor's obligations under the Contract or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Nodal Agency, its officers, servants and agents.

The Lenders' Representative will indemnify, defend and hold the Contractor harmless against any and all proceedings, actions and third-party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Contractor's obligations under the Contract, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8. DISPUTE RESOLUTION

8.1 Dispute resolution

If any dispute(s) of any kind whatsoever arises between Nodal Agency and the Contractor in connection with or arising out of the 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 through a Dispute Resolution Committee formed by authorized members from RREC, Beneficiary Department, Contractor and other such member as required on case to case basis.

If the parties fail to resolve the dispute through the Dispute resolution Committee, the parties shall seek to resolve any such dispute or difference by way of Conciliation or Mediation through a duly appointed Independent Conciliator/Mediator. In this regard, the parties may agree with mutual consent for

appointment of any person empanelled as Mediator/Conciliator with the Mediation Cell of the High Court of Rajasthan.

If the parties fail to resolve, such a dispute(s) or difference by Conciliation/mediation within forty-five (45) days of its reference to the mediator/conciliator or any such extended timeline as mutually decided by the parties, then the dispute(s) shall be settled in accordance with applicable laws and for this purpose the territorial jurisdiction will be the Court situated within Jaipur in the State of Rajasthan.

9. MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Rajasthan shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Nodal Agency unconditionally and irrevocably:

- a. agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b. agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Nodal Agency with respect to its assets;
- c. waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- d. consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Contract and this Agreement, the provisions contained in the Contract shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorized representatives of the Parties

9.5 Waiver

Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- a. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b. Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- c. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third-party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

- a. Shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 25 (twenty-five) years following the date of such termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorized representatives

Each of the Parties shall by notice in writing designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONTRACTOR has

SIGNED, SEALED

been affixed pursuant to the resolution passed

AND DELIVERED

by the Board of Directors of the Contractor

For and behalf of THE NODAL AGENCY

by: at its meeting held on the.....day of the

.....20.....here unto affixed in to the

presence of.....the Director, who has signed

these presents in token thereof,

.....Company Secretary

/ Authorized Officer who has countersigned the same in token thereof.

(Signature)

(Signature)

(Name),(Designation)(Address)

(Name) (Designation) (Address)

(Fax No.) (e-mail address)

(Fax No.) (e-mail address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

LENDERS by the

Lenders' Representative:

(Signature)

(Name) (Designation) (Address)

Annexure I: Details of Government Building Connected Load (in kW) divided Circle/District Wise:

Circle/District Wise Data (KW)						
DISCOM	ZONES	CIRCLE/Load Category	5-25KW	25-50KW	Above 50KW	Total (MW)
JVVNL	KOTA	BARAN	10,726	712	5,064	17
	Sub Total (KW)		10,726	712	5,064	17
	BHARATPUR	BHARATPUR	42,066	1,252	4,776	48
		DHOLPUR	14,190	551	6,021	21
		KARAULI	22,304	820	2,550	26
		SAWAIMADHOPUR	36,632	1,541	6,991	45
Sub Total (KW)		115,192	4,164	20,338	140	
AVVNL	UDAIPUR	Banswara+Pratapgarh	1,135	925	1,675	5
	Sub Total (KW)		1,951	1,509	7,275	12
JdVVNL	JODHPUR	PALI	21,007	6,816	28,072	56
		SIROHI	14,006	3,138	11,655	29
	Sub Total (KW)		35,013	9,954	39,727	85
	BARMER	JALORE	22,664	3,270	8,684	35
Sub Total (KW)		22,664	3,270	8,684	35	
Total (MW)			185	19	76	282

Note:

- A Bidder has to quote a minimum capacity of 5 MW in each district and no bidder shall be awarded capacity less than 5 MW. In case capacity in any district remain after awarding 5 MW or its multiple, then the balance small quantity shall also be awarded to the successful bidder.
- In case the feasibility of solar roof top projects for the above indicated data for a circle/district comes below the same shall be replenished from the category of Govt Buildings having connected load below 5KW basis their feasibility.