RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR
(An ISO 9001: 2015 &14001: 2015 “Mini Ratna” Central Public Sector Enterprise)
2, KANAKPURA INDUSTRIAL AREA, SIRSI ROAD,
JAIPUR-302034

NIT No.: REIL/NIT/PMC/2026-27/001,

Dated: 08.09.2026

FOR

“Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model”

ISSUED BY:-

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR
2, KANAKPURA INDSUTRIAL AREA, SIRSI ROAD, JAIPUR- 302034
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Section I: Notice Inviting Tender

1. Notice Inviting Tender (NIT)

This is a Notice Inviting Tender for "Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model" as per description and terms & conditions specified hereinafter:

Item Description:

S. No.	Description	Capacity
1.	Implementation of Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model (as per NIT specification)	15 MWp

1.1. Bidders must read the complete Notice Inviting Tender Document

This NIT is an integral part of the Notice Inviting Tender and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must go through the NIT for details before submission of their Bids. However, Bidders must go through the complete NIT for details before submission of their Bids.

1.2. Availability of the NIT Document

The NIT shall be published on the E-procurement Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in Tender Information Summary (TIS). Unless otherwise stipulated in TIS, the download NIT is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding loading NITs and uploading Bids on the e-Procurement portal may be addressed to the contact details given in TIS.

The work shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by REIL will be out rightly rejected. NITs can be downloaded from website www.reiljp.com or website of CPPP www.eprocure.gov.in. Final bids are to be submitted on website www.eprocure.gov.in. Any changes modification in the tender enquiry will be intimated through above websites only. Tenderer are therefore, requested to visit website regularly to keep themselves updated.

The Bidder should have a valid Digital Signature certificate issued by any of the valid certifying authorities to participate in the online tender. The bids shall be uploaded in electronic form only through e-tendering system on website www.eprocure.gov.in.

1.3. Clarifications

A Bidder requiring any clarification regarding the NIT may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

2. Eligibility Criteria for Participation in this Tender

Subject to provisions in the NIT, participation in this Tender Process is open to all bidders who fulfill the 'Eligibility' and 'Qualification' criteria. Bidder should meet the eligibility criteria as of the date of bid submission and should continue to meet these till the award of the contract. The Bidder, unless otherwise stipulated in TIS/ AITB:

1) must:

a. Be a natural person, private entity, or public entity (Central/State-owned enterprise or institution).
b. Unless permitted explicitly in TIS/ AITB, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

2) must:

a. Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

b. (including their affiliates or subsidiaries or contractors/ subcontractors for any part of the contract)

i. Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or

ii. Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:

- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
- offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
- Suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

iii. Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;

iv. Not have an association (as a bidder/ partner/ director/ employee in any capacity)

- of retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organization.
- Of the near relations of executives of Procuring Entity involved in this Tender Process

c. Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

3) Must fulfill any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in NIT.

4) Must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

5) Must not be involved in litigation/ arbitration with the Procuring Organization on account of non-performance of works equivalent to 25% or more of the value of the awarded works by Procuring Entity during the last five (5) years from the Bid Submission Deadline.

3. Purchase Preference Policies of the Government

3.1. Public Procurement (Preference to Make in India)

Purchase preference shall be accorded as per Public Procurement (Preference to Make in India), Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry, Government of India as amended from time to time.

3.2. Restrictions/ Prior Registration on Entities from a Class of Countries

Bidder shall adhere the applicable guidelines and policies (Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020), Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021, Rule 144(xi) of GFR (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023)) regarding Land Border Sharing Declaration as amended from time to time. Bidders are advised to review these restrictions and ensure compliance before submitting their proposals

4. Pre-bid Conference

If so, indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tender's technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no

subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

5. Submission of Bids

The Bid should be submitted online failing which the tender shall be liable for rejection. In the event of the space on the bid forms being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the tender number and be duly signed and stamped by the Bidder. In such cases, reference to the additional pages must be made in the tender form. The tender should be submitted in "SINGLE STAGE TWO ENVELOPE SYSTEM".

5.1. Technical Bid (Cover-I)

Technical Bid (duly signed on each page) is to be uploaded in the e- procurement portal. Technical Bid shall be opened by the REIL committee. Board resolution/ Authorization letter for signing of the bid document from the Bidder is to be submitted. Prices / Costs of the items should not be indicated anywhere in the Technical Bid. This should be followed meticulously failing which the bid is liable to be rejected. All eligibility documents should be submitted with the Technical Bid.

5.2. Financial Bid (Cover-II)

Financial Bid (Price Bid BOQ) given with tender is to be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet will not be accepted by the system).

Note: e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of required documents may result in rejection of the offer.

5.3. Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

5.4. Unless otherwise specified in TIS or ITB, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.

5.5. No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the e-Procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

5.6. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

5.7. Integrity Pact: All Bidders shall have to sign the Integrity Pact with the Procuring Entity as per Annexure-V. Bids without a signed Integrity Pact shall be rejected.

6. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

7. Disclaimers and Rights of Procuring Entity

The issue of the NIT does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

a. reject any or all of the bids, or
b. cancel the tender process; or
c. abandon the procurement of the Goods; or
d. issue another tender for identical or similar Goods

Note: For further details, please refer to appended TIS and the complete NIT.

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Appendix to NIT: Tender Information Summary (TIS)

Tender Information Summary (TIS)			
1. Basic Tender Details			
Tender Title	"Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model".		
Tender Estimated Price	Rs.3.37Crore	Form of Contract	L-1
Tender Type	Open Tender [Domestic]		
Tender Fee (i.e. Cost of NIT document)	Nil	Tender Inviting Authority	AGM (PMC) REIL, Jaipur
Bidding System	Single Stage Two Envelope		
Procuring Organization/ Procuring Entity:	REIL, Jaipur	Address	AGM (PMC) Rajasthan Electronics & Instruments Ltd, 2,Kanakpura Industrial Area, Sirsi Road, Jaipur-302034
Tender Inviting Authority (TIA)	AGM (PMC) REIL, Jaipur	Earnest Money Deposit/ Bid Security	Rs. 0.45 Lakh per MWp (Indian Rupees Forty Five Thousand per MWp only)as per Clause 11.5 of Section-II
2. Schedule of Dates			
Published Date	08.09.2026 at 17:00Hrs	Bid Validity (Days from the date of Tender Opening)	90 Days
Document Downloading Start Date & Time	08.09.2026 from 17:00 Hrs	Document Downloaded End Date & Time	29.09.2026 upto17:00 Hrs
Clarification Start Date & Time	08.09.2026 from 17:00 Hrs	Clarification End Date & Time	14.09.2026, 17:00 Hrs
Bid Submission Start Date & Time	08.09.2026 from 17:00Hrs	Submission Closing Date & Time	29.09.2026 upto17:00 Hrs
Last date for response to Bidder's clarification	17.09.2026		
Tender Opening (Techno-commercial bid) Date & Time	30.09.2026 at 17:00 Hrs	Tender Opening (Financial Bid) Date & Time	To be communicated to eligible bidders
3. Other Conditions			
Is this item reserved for exclusive Procurement from MSEs		No	
Nature of Bidders eligible – OEMs/ Dealers authorized by OEMs		No Restriction	
Minimum local content for eligibility to participate		Not applicable	
Would the contract be split among more than one bidder		No splitting within a Region.	

4. Pre-bid Conference (Clause 4 of Section I)

Pre-bid Conference applicable or not	Yes
Place, time, and date of the Pre-bid Conference	**(For Offline / On line Mode)** Conference Hall, REIL 2, Kanakpura Industrial Area, Sirsi Road, Jaipur **14.09.2026, 11:00** Hrs. **Link : Join Zoom Meeting** https://us04web.zoom.us/j/73136426713?pwd=AO54bWHHhbS56QbHEUCCEa1wRxXweS.1 Meeting chat link https://us04web.zoom.us/launch/jc/73136426713 Meeting ID: 731 3642 6713 Passcode: REIL123
Place, time, and date before which Written queries for the Pre-bid conference must be received	**14.09.2026, 10:00** Hrs. **Pre bid Queries may sent on following email address –** 1. kamlesh.singh@reil.co.in , 7727011722 (M)
Last date of uploading of minutes, reply to bidder's queries and issue of corrigenda arising out of Pre-Bid Meeting.	17.09.2026
5. Physical submission of Originals Documents uploaded	
Physical documents required/ permitted to be submitted	Yes
If Yes, List of Documents to be submitted physically	Clause– 11.1 of Section –II
Deadline for physical submission of originals/ self-attested copies of Originals of loaded scanned documents	29.09.2026 at 17:00 Hrs.

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Section II: Instructions to Bidders (ITB)

1. Basic Tender Details

1.1 The MNRE, Government of India, issued a circular dated 03.07.2024 titled 'Saturation of Government Buildings with Rooftop Solar under PM Surya Ghar: Muft Bijli Yojana' for the implementation of rooftop solar projects on government buildings, contributing to the national target of achieving 500 GW of grid-connected solar power capacity. In this regard, REIL has been identified by MNRE as one of the Scheme Implementation Partners (SIPs) and shall act as the implementing agency for the installation of Solar Power Plants at the premises of Government Departments/ Government Institutions. The generated solar power may be utilized for captive application and the surplus power may be fed to the grid. The aims for this project to reduce the fossil fuel based electricity and make buildings self-sustainable from the point of electricity, to the extent possible. This NIT is with aggregate capacity of 15 MWp in different Regions, i.e. States/ Union Territories of India, and it envisages installation of Solar Power Plant at the premises of Government Departments/ Government Institutions as defined below.

Table- 1.1

(i)	Government Departments	Central / State Government Departments
(ii)	Government Institutions	Public Sector Undertakings, Local Bodies, Autonomous Bodies, Government owned or controlled societies/ companies/ corporations/ institutions/ organizations, etc.

1.2 There is no incentive / subsidy in this project. Therefore bidder should quote the levelized tariff accordingly.

1.3 The cost to be assumed for the Project is as given below.

Table -1.2

S. No.	Description	General Category Regions	Special Category Regions
1	Project cost/ KWp	Rs. 45,000/-	Rs. 49,500/-

Note: Special Category Regions include the North East States including Sikkim, Uttarakhand, Himanchal Pradesh, Jammu & Kashmir and Leh & Ladakh, Andaman & Nicobar Islands and Lakshadweep Islands

1.4 **BID DETAILS**

1.4.1 The bidding process under this NIT is for 15 MWp capacities under RESCO Model in different States / Union Territories of India. Bidder shall quote levelized tariff (Rs. per KWh) for 25 years. Bidder has to quote separately for each Region within a single bid format as per the eligibility criteria. The capacity for different Regions for which bids are invited is mentioned below in the Table-1.3.

TABLE-1.3

REGION WISE CAPACITY				
S. No.	**Region**	**States**	**Category**	**Capacity (KWp)**
1.	1	Andhra Pradesh, Telangana & Odisha	General	4900
2.	2	Himanchal Pradesh, Uttarakhand ,Jammu & Kashmir and Leh & Ladakh	Special	1500
3.	3	Tamil Nadu , Karnataka & Kerala	General	3900
4.	4	Gujarat , Maharashtra & Goa	General	3700

5.	5	Punjab & Chandigarh & Haryana	General	1000
Grand Total				**15000 (KWp)**

1.4.2 Bids are invited from the prospective bidders for the tendered capacity as indicated in Table -1.3 for each Region. It is a Levelized Tariff based competitive bidding process. Bidders shall be required to furnish a levelized tariff for 25 years starting from the date of commissioning of the Plant. GST on levelized tariff will be paid extra as per applicable norms. The bidders shall quote for the entire capacity in a Region as per Table-1.3 above. The bidders may submit their bids for one or more Regions.

1.4.3 The maximum allowable levelized tariff for this NIT over 25 years excluding GST as follow:

Levelized Ceiling Tariff (Rs. / kWh) for sites falling under General Category States/ UTs	4.64
Levelized Ceiling Tariff (Rs. / kWh) for sites falling under Special Category States/ UTs	5.15

1.4.4 The bids with levelized tariff in excess of above said levelized tariffs shall be out rightly rejected.

1.5 SIZE OF THE PROJECTS:

1.5.1 The size of each Project shall be above **20 KWp**. One Project may however comprise of several units. Each Project separately connects with the grid and shall have separate meters as per Discom's connection.

1.5.2 The final capacity to be installed will be determined at the time of signing of PPA between the Developer and Beneficiary with consultation of REIL.

1.5.3 The format of the PPA is given in Annexure -IX

1.6 BID CAPACITY:

1.6.1 The Bidder may submit their bids for one or any number of Regions as per eligibility criteria.

1.6.2 Bidder shall apply for the entire capacity in a particular Region as per Table 1.3 above.

2. Overview of Contents

Unless otherwise stipulated in TIS/AITB, the Sections, Forms and Formats comprising this NIT are described in ITB clauses as below. A BOQ file separately available on the e-Procurement Portal is also part of this NIT. Any generic reference to NIT shall also imply a reference to any/ all the Sections, Forms, Formats and the BOQ file or other files that comprise this NIT.

3. Sections of the NIT Document

Unless otherwise stipulated in TIS/ AITB, the NIT contains the following sections, which are described in subsequent sub-clauses:

i. Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
ii. Section II: Instructions to Bidders (ITB)
iii. Section III: Appendix to Instructions to Bidders (AITB)
iv. Section IV: General Conditions of Contract (GCC)
v. Section V: Special Conditions of Contract (SCC)
vi. Section VI: Qualification Criteria
vii. Section VII: Scope of Work
viii. Section VIII: Technical Parameters
ix. Section IX: Checklist
x. Section X: Annexures & Formats

4. Procuring Entity - Rights and Disclaimers

4.1. The Procuring Entity

Bids are to be addressed to the Tender Inviting Authority of the Procuring Entity. The Tender Inviting Authority is the designated officer for uploading clarifying this NIT. The contract may designate, as required, Inspection Agency/ Officer and interim/ ultimate Consignee(s) and paying authority who shall discharge designated functions during contract execution.

4.2. Right to Intellectual Property and Confidentiality:

1. The NIT and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.
2. However, the bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
3. This condition shall also apply to bidders who do not submit a bid after downloading the NIT or who are not awarded a contract in the process.
   1) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
      a. now or hereafter is or enters the public domain through no fault of Bidder;
      b. is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
      c. Otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
   2) The provisions of this clause shall survive completion or termination for whatever reason of the tender process or the contract.

4.3. Right to reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all bids, abandon/ cancel the tender process, and issue another tender for the same or similar works at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

4.4. Disclaimers

4.4.1. Regarding purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

4.4.2. Regarding Documents /Guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

4.4.3. Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

4.4.4. Regarding Tender Document

The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from

appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

4.5. Right to Withdraw the NIT and To Reject Any Bid

This NIT may be withdrawn or cancelled by the REIL at any time without assigning any reasons thereof. The Procuring Entity 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 REIL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the NIT and make its own judgment regarding the interpretation of the same. In this regard the REIL shall have no liability towards any Bidder and no Bidder shall have any recourse to the REIL 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 NIT or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, REIL 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 REIL may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted as per Check List given in the Section- IX shall be ensured, failure on this account may lead to rejection of Bid.

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

5. Bidders' Eligibility and Qualification and Preferential Policies

5.1. Bidders' Eligibility and Qualification and Preferential Policies shall be as per Clauses 2 and 3 of Section I "NIT" and Section VI "Qualification Criteria".

5.2. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in FORMAT 6 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

a. Directly or indirectly controls, is controlled by or is under common control with another Bidder ; or
b. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
c. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorized distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
d. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
e. Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
f. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly

controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process;

g. or has a close business or family relationship with a staff of the Procuring Organization who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

5.3. The Procuring Entity reserves the right to 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 the Procuring Entity during preparation of NIT and LOA.

6. Bid Prices, Taxes and Duties

6.1. The Bidder shall refer to GCC/SCC Clause 7.1.

7. Payments

7.1. The Bidder shall refer to GCC/SCC Clause 7.2.

8. Downloading the Tender Document; Corrigenda and Clarifications

8.1. Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

8.2. Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the Procuring Entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

8.3. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond to such requests for clarifications within the timelines as mentioned in TIS. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

9. Pre-bid Conference

If a Pre-bid conference is stipulated in the TIS, prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify techno- commercial conditions of the Tenders at the venue, date and time specified therein.

Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.
The date and time by which the written queries for the Pre-bid must reach the authority is mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-bid conference.

Delegates participating in the Pre-bid conference must provide an authorization letter for attending the Pre-bid Conference from the bidder; else, they shall not be allowed to participate. The pre-bid conference may also be held online at the discretion of the Procuring Entity.

After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the e-procurement portal as time and date stipulated in TIS. If required, a clarification letter and corrigenda to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. In order to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.

10. Preparation of Bids

10.1. Language of the bid

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchange between bidder and the Procuring Entity shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

10.2. Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

10.3. Examination of Bid Document

Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of NIT Document, and other details relating to envisaged work as per the NIT. The Bidder shall be deemed to have examined the NIT document 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 NIT.

Bidder is advised to submit the Bid on the basis of conditions stipulated in the NIT. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in NIT shall not be accepted by REIL 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 NIT or its amendments, if any.

10.4. Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to

preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

10.5. Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or in between-the-lines interpretation is unacceptable.

10.6. Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

10.7. Alternative Bids not allowed

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

11. Documents Comprising of Bids

All bidding related documents should only be submitted online through e-procurement website. The hard copy of the documents specified in sub clause 11.1 below shall also be submitted to the Procuring Entity. 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 IX.

The Bid in response to this NIT shall be submitted by the Bidder in the manner provided in the document. Strict adherence to the documents required to be submitted is to be ensured by the Bidder, failure on this account may lead to rejection of Bid.

11.1. The following documents are **to be submitted in original in physical form (hard copy)** up to the Bid Submission Deadline. The scanned copies of these documents are also required to be uploaded online in Cover-I:

i. Covering Letter as per FORMAT 1
ii. Bid Security/EMD of required amount as mentioned in Clause 11.5 of Section-II or UDHYAM registration along with Bid Security Declaration as per Annexure-VII in case of MSE /Startups bidders.
iii. Tender fees as mention in TIS. (Non-refundable), if applicable.

The original copy must be physically submitted at the address of the Procuring Entity given in TIS and acknowledgment obtained from the Procuring Entity upto the Bid Submission Deadline.

11.2. Technical Bid (Cover-I)

The following documents are to be submitted online (e-procurement portal) only in Cover-I:
(Refer Section IX Checklist)

a. Covering Letter as per FORMAT 1.
b. Bid Security/EMD of required amount as mentioned in Clause 11.5 of Section-II or UDHYAM registration along with Bid Security Declaration as per Annexure-VII in case of MSE bidders.
c. Tender fees as mention in TIS (Non-refundable) if applicable.
d. Power of attorney (as per Format 4A/4B/4C) as applicable) issued by the bidder in favor of the authorized person signing the Bid, in the form prescribed in this document (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013).
e. Joint Venture (JV)/Consortium agreement (or a letter of intent to form a JV in case of award of Contract) in case the bidder is a JV/ Consortium (Format 5).

f. General particulars of the Bidder as per Format 2 of this NIT, including Certificate of Incorporation of Bidder.
g. Compliance with Code of Integrity and No Conflict of Interest as per Format-6.
h. Confidentially Undertaking as per Format-7.
i. All required documents as per Eligibility and Qualification Criteria as per Section-VI.
j. Annexures- I to IV
k. Integrity pact as per Annexure-V.
l. Undertaking for fulfilling Land Border requirement as per Annexure VI
m. Signed and stamped Copy of this NIT Document including all corrigenda.

11.3. Financial Bid (Cover-II)

The Financial Bid (Price Bid/BOQ) is to be uploaded strictly as per the format given with the tender. The price bid shall be restricted to two places of decimal .No element of price is to be indicate anywhere in the Technical Bid, failing which the bid is liable to be rejected.

11.4. Bid Validity

Validity of offer shall be 90 days from tender opening date.

11.5. Bid Security/EMD

i. Interested Bidder shall submit Earnest Money (EMD) of Rs. 45,000 per MW as per its quoted capacity. Each bid must be accompanied by Bid Security. Any Bid not accompanied by an acceptable Bid Security shall be rejected as non-responsive.

ii. Bidders shall physically submit EMD fee in the form of either of the following:
a) Bank guarantee/ e-bank guarantee from any of the Nationalized/ Scheduled Commercial Banks in the prescribed format given in this tender,
b) Insurance Surety Bond from an Insurer that is registered with the Insurance Regulatory Development Authority of India (IRDAI) and is according to the guidelines issued by IRDAI,
c) Account payee demand draft, fixed deposit receipt, or bankers' Cheque drawn in favour of Rajasthan Electronics and Instruments Limited, payable at Jaipur,

in a sealed envelope titled "15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model" on or before the bid submission."

iii. Scanned copy of EMD/Receipt of the submission of EMD, needs to be uploaded along with Technical Bid. If not complied, bid will not be considered for opening and rejected outright.

iv. EMD validity must be 90 days from the last date of bid submission. For unsuccessful bidders, EMD shall be returned back by REIL within 30 days after placing LOA to the Selected Bidder(s).

v. 100% of EMD amount will be forfeited, if a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner.

vi. MSE/ Start-up companies shall be exempted from payment of EMD. It is mandatory for MSE bidders to submit UDHYAM certificate (as Manufacturer / Services Enterprises) issued by the Ministry of MSME and for Start-up companies, Start-up certificate issued by DPIIT failing which such bidders will not able to enjoy the benefits of procurement policy for MSE/ Start-ups.

vii. In lieu of bid security, a bid securing declaration as per Annexure-VII shall be submitted by MSE/ Start-ups.

viii. The bank details of the procuring Entity for the purpose of EMD is as under: -

Name of beneficiary	Rajasthan Electronics & Instruments Limited, Jaipur
Name of Bank	Punjab National Bank
Address of Bank	Large Cooperative Branch,
Account No.	0221008700000152
IFSC Code	PUNB0022100

ix. The Bid Security shall be denominated in Indian Rupees and:

a. Bid Security shall be confirmed for payment to REIL by respective banks.
b. Bid Security shall be submitted in its original form and copies will not be accepted.
c. The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to REIL under the following circumstances:
   i. If a Bidder withdraws/revokes or cancels or unilaterally varies its bid in any manner during the period of Bid Validity specified in the NIT documents.
   ii. If Successful Bidder fails to sign the Work Contract within the indicated time
d. In case, MSE/ Start-up bidder fails to comply with any of the contractual obligations after issuance of LOA, the matter shall be reported to MSME/DPIIT for delisting its status. Further, the process of blacklisting shall be initiated upon issuance of Show Cause Notice.
e. The Procuring Entity also reserves the right to ask other Selected Bidder(s) to carry out the work allocated to the defaulting bidder at his risk & cost. Further damages may also be recovered from the defaulting bidder.

x. EMD shall be furnished in the name of JV/Consortium or in the name of Lead member of JV/Consortium. In case of letter of intent to form JV, the EMD can be submitted in the name of Lead member only.

xi. MSE/Start-up benefit shall not be provided in case of JV/Consortium.

11.6. Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

a. Fails to provide and /or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/reply against any such stipulations.
b. Furnisheswrongand/ormisguidingdata,statement(s)etc.Insuchasituation,besidesrejectionoftheb idasnonresponsive,itisliabletoattractotherpunitiveactionsunderrelevantprovisionsoftheTender Documentforviolationofthe Code of Integrity.

12. Bid Submission by the Bidder

1. 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 document or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive.
2. The Procuring Entity 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 REIL may be a ground for rejecting the Bid(s).
3. Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a JV/Consortium, it has to be signed by representative of the Lead Bidder.
4. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this document to the satisfaction of REIL
5. The Bidder shall be designated one person to represent the Bidding Company in its dealings with REIL. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidder should submit, along with Bid, a Power of Attorney in original as per FORMAT 4A/4B/4C as applicable, authorizing the signatory of the Bid.
6. Correction, over-writing and alteration should be initialed and dated by the bidder; otherwise the bid is liable to be rejected. The bid shall be typed or written in ink.
7. The bidder shall sign these conditions on each page at the end in token of acceptance of all the terms and it would be attached with the bid along with the declaration mentioned above. The bidder shall also sign at the bottom of each of the pages of his bid.
8. It is mandatory for all Bidders to submit their Technical and Financial Bids only through online (e-tendering). Bids submitted in physical form shall not be considered for their opening and evaluation.
9. The Financial Bids of only the technically qualified shall be opened.

12.1. Zero Deviation

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

13. Signing and Uploading of Bids

13.1. Relationship between Bidder and e-Procurement Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

13.2. Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Format-4A/4B/4C as applicable.

13.3. Submission / uploading of Bids.

13.3.1. Submission/ Uploading to the Portal

1. No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per clause 11.1 above). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
2. Bids shall be received only Online on or before the deadline for the bid submission as notified in TIS.
3. Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
4. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Authority.
5. Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded PDF documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
6. If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
7. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the Successful Bidder(s) before the issue of Letter of Award (LOA).
8. Regarding the protected Financial Bid (Price bid BOQ) (excel format, Cover-II), Bidder shall write his name in the space provided in the specified location only. Bidder shall type levelized tariff in the figure only in the levelized tariff column of respective Region(s) without any alteration/ deletion/ modification of other portions of the excel sheet.
9. The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Authority.
10. The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The

Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

11. All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorized persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
12. The Procuring Entity may extend the deadline for bids submission by issuing an amendment to the NIT Document, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
13. Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as non-responsive.

13.4. Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

13.5. Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in e-Procurement, a situation of Late Tender does not arise.

13.6. Withdrawal, Substitution and Modification of Tenders

The tenderer, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/ EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

14. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

15. Evaluation of Bids

15.1. General Norms

15.1.1. Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

15.1.2. Deviations/Reservations/Omissions - Substantive or Minor

1) During the evaluation of Bids, the following definitions apply:
   a. "Deviation" is a departure from the requirements specified in the Tender Document
   b. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
   c. "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

2) A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:

a. which affects in any substantive way the scope, quality, or performance of the product/Works/Services;
b. which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
c. Whose rectification would unfairly affect the competitive position of other
d. Bidders presenting substantively responsive Bids.

3) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary, observations on such 'minor' deviations may be conveyed to the bidder by registered letter/ speed post/e-mail, and so on, asking him to respond by a specified date. In case the bidder does not agreed to the Procuring Entity's view or does not respond by that specified date, his tender will be liable to be rejected.

4) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.

5) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.

15.1.3. Clarification of Bids/ Shortfall Documents

During evaluation and comparison of bids, the Procuring Entity may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/ speed post/email and the bidder shall need to respond by the specified date, failing which that bid shall be liable to be rejected. No change in prices or substance of the bid including specifications, shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

15.1.4. Discrepancies between Original and Additional/ Scanned Copies of a Tender

In case of discrepancies are observed between the original copy of the documents that are to be submitted and their copies uploaded on the e-procure portal, the original copy shall prevail. Such a discrepancy would also be conveyed to the bidder seeking his response by the specified date. In case the bidder does not agree to Procuring Entity's observation, the tender is liable to be rejected.

15.1.5. Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. The Procuring Entity shall keep these communications in view during the evaluation of bids but is not expected to respond until the evaluation is complete. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

15.2. Evaluation of Bids

The Evaluation Process Comprises the Following Four Steps

i. Step I- Preliminary Examination and responsiveness check of Technical Bid
ii. Step II-Techno-commercial evaluation
iii. Step III-Evaluation of Financial Bid

iv. Step IV-Selection of Successful Bidders

Step-I Preliminary Examination and responsiveness Check of Technical Bid

Each Bid shall be checked for compliance with the submission requirements set forth in this NIT before the evaluation of Bidder's fulfillment of Eligibility Criteria is taken up. Bids that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive and ignored. All tenders received will first be scrutinized by the Tender Committee to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

1. Bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
2. The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
3. The bidder is not eligible to participate in the bid as per laid down eligibility criteria;
4. The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required performance security); or
    a. Bid that are incomplete, i.e., not accompanied by any of the applicable formats.
    b. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria.
    c. Bid being conditional in nature.
    d. Bid not submitted by the Bid Submission Deadline.
    e. Bid having conflict of interest.
    f. Bidder makes any misrepresentation.
    g. Any other act of Bidder which may be unlawful for the purpose of this NIT.

Step-II Techno- Commercial evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility /qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods/Works/Services to those in the Tender Document are ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive.

Evaluation of eligibility
Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per NIT Clause 2 of Section -I as well as Section- VI to participate in the Tender Process. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

Evaluation of Qualification Criteria
Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily. This determination shall, inter-alia, consider the Bidder's financial, technical and production or other prescribed capabilities for satisfying requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

Evaluation of Conformity to Scope of Work and Technical Specification/ Quality Assurance

Procuring Entity shall evaluate the conformity of offered Works/Services as per Sections VII 'Scope of Work' and VIII 'Technical Specification'. Unless otherwise stated in the TIS/ AITB, alternative offers/ makes/ models shall not be considered.

Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with the entire Commercial and other clauses of the NIT Document. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/deviation by the Bidder.

Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the e- procurement portal and individually to all participant bidders.

Step-III Evaluation of Financial Bid

Technical qualification is mandatory for a Bidder to become eligible for assessment on financial criteria. Financial Bid of the Eligible Bidder shall be opened online in presence of the representative's of such Eligible Bidder, who wish to be present, on date as may be intimated by REIL to the Bidder through e-procurement 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 NIT.

a. The Price bids for the different Regions shall be evaluated separately.

b. The Levelized tariff shall be two decimal places.

Step IV-Selection of Successful Bidder(s)

1. Bids qualifying in **Step-II Techno- Commercial evaluation as above** shall only be evaluated in this stage.
2. Levelized tariff quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest for different Regions of India.

15.3. Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses 15.4 and 15.5, or to reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Goods.

15.4. Consideration of Abnormally Low Bids

An abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the NIT. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

15.5. Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable and on whom the contract would have been placed but for the decision to negotiate.

15.6. Cartel Formation/ Pool Rates

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/ cartel formation is against the basic principle of competitive bidding and defeats the very purpose of an open and competitive tendering system. Such and similar tactics to avoid/ control true competition in a tender leading to "appreciable adverse effect on competition" have been declared as an offence under the Competition Act, 2002, as amended by the Competition (Amendment) Act, 2007. In case of evidence of

cartel formation, suitable administrative actions may be resorted to, such as rejecting the offers, reporting the matter to trade associations, the Competition Commission etc., and requesting them, inter-alia, to take suitable strong actions against such firms.

16. Allocation of Capacity

16.1 Based on the price bid quoted by the bidders, REIL shall arrange the bids in the ascending order i.e.L-1, L-2 and so on (L-1 being the lowest quoted tariff in Rs. /kWh) separately for each Region.

16.2 The bidder quoting the lowest tariff in each Region shall be declared as the Successful Bidder for that Region. REIL shall allocate the entire capacity to the Successful Bidder i.e. L-1 bidder in each Region.

16.3 In case of multiple Bidders quoting the same L1 tariff in a particular Region, then the Bidder with the higher Net Worth as on 31.03.2026 shall be declared as the Successful Bidder in that particular Region.

16.4 The Letter(s) of Intent (LOI) shall be issued to all Successful Bidders for depositing 15% of PMC charges (Non-refundable) as per clause 7.2 of Section V (Special condition of Contract and PBG within 30 days of issuance of LOI.

16.5 The Letter of Award (LOA) shall be issued after receipt of 15% of the PMC Charges and submission of PBG to REIL.

16.6 Each Successful Bidder shall acknowledge the LOA and return duplicate copy with signature of the authorized signatory of the Successful Bidder to REIL within Fourteen (14) days of issue of LOA.

16.7 If the Successful Bidder, to whom the LOA has been issued, does not fulfill any of the conditions specified in the Bid document, then REIL reserves the right to annul / cancel the Letter of Award (LOA) of such Successful Bidder.

16.8 If no bid is received in any general category Region, the lowest quoted tariff of all other general category Regions shall be offered to whosoever is interested. If no bid is received in any special category Region, the lowest bid of all other special category Regions shall be offered to whosoever is interested. In case multiple bidders are interested, the entire capacity of the Region shall be awarded to the bidder that has highest net worth as on 31.03.2026.

16.9 REIL at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion

16.10 REIL reserves the right to carry out price negotiation with the L-1 bidder for each Region.

17. Increase of Bidder's Allocated Capacity

17.1 REIL reserves the right to increase the Bidder(s) Allocated Capacity for different Regions based on REIL's requirements and request of the Successful Bidder.

17.2 In case the Allocated Capacity is enhanced by REIL, the Successful Bidder shall submit the equivalent amount of PBG and 15% of PMC Charges to REIL within 30 days from the date of issuance of the revised LOI.

18. Transfer of Capacity

18.1 In case a Successful Bidder is facing genuine difficulty in execution of the Allocated Capacity, as represented by him and accepted by REIL, REIL may allow transfer / modification of the Allocated Capacity in full or part.

18.2 It is the prerogative of REIL to increase/decrease/transfer the Allocated Capacity on the Successful Bidder's request.

19. Notification to Successful Bidders

The name of Successful Bidders for each Region shall be notified on REIL's website www.reiljp.com and CPP Portal and also shall be notified individually to the Successful Bidders through Letter of Intent (LOI). After fulfilling the conditions of LOI, the Successful Bidders shall be notified individually indicating the Region, Allocated Capacity, Levelized Tariff and other terms & conditions through the Letter of Award (LOA).

20. Project Allocation and Sanction

20.1 The Successful Bidders selected as described in Clause 16 above shall be issued Letter of Award (LOA) indicating the Region, Allocated Capacity, Levelized Tariff and other terms & conditions.

20.2 The Successful Bidders shall submit proposals with the intimation of REIL to the Government Departments / Government Institutions within the Region awarded and sign the PPA. REIL shall also facilitate the Successful Bidders in this regard.

20.3 The Successful Bidder shall enter into a PPA with the Beneficiary at the L-1 Tariff arrived through bidding process. Separate PPAs shall need to be executed for each Project. The format of the PPA is given in Annexure-IX

20.4 Within 30 days of signing the PPA, the Successful Bidder shall submit the Project Sanction Documents for sanctioning the Project by REIL. REIL shall issue the Sanction Letter for the Project.

20.5 PPA shall be treated as valid for official purpose, only after issuance of the sanction letter of the Project from REIL.

21. Identification/ selection of Project sites and feasible capacities by the Successful Bidder(s)

The identification / selection of the Project sites is in the scope of Successful Bidder. REIL shall accord assistance in the identification of sites. However the Successful Bidder shall not have any claim in this regard.

22. Award of Contract

22.1. Verification of Original Documents

Before issuing LOI to the Successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical Bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as non-responsive in addition to other punitive actions as per the NIT Document.

22.1.1. Letter of Intent (LOI)

The Bidder(s), whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of award by the Procuring Entity before the expiration of the Bid validity period by written or electronic means. This notification, i.e. the Letter of Intent (LOI), shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per Clause 5.8 of GCC and 15% PMC Charges as per Clause 7.2.1(iii)(a) of SCC. After submission of the performance security and 15% PMC Charges to REIL, the Letter of Award (LOA) shall be issued in favour of the Successful Bidder.

22.1.2. Incorporation of a Project Company

a. In case the Bidder wishes to incorporate a Project Company for execution of project, in such a case Bidder if selected as a Successful Bidder can incorporate a Project Company. Bidder shall be responsible to get all clearance required/ obtained in the name of the Bidding Company transferred in the name of the Project Company.
b. The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty-one percent (51%) up to a period of at least 3 years from the date of issuance of LOA.

22.2. Signing of PPA

22.2.1. The Successful Bidder submit the proposal with the intimation of REIL to any Departments /Ministries/ Autonomous bodies and sign the PPA with the beneficiary department. REIL will also submit the proposal to facilitate the Developer.

22.2.2. The Successful Bidder shall enter into PPA agreements with the Beneficiaries in the prescribed format attached herewith (Annexure-IX) of NIT Document which have been duly vetted by Department of Legal Affairs, Ministry of Law & Justice and Department of

Expenditure, Ministry of Finance vide File No. 03/12/2016-17/GCRT Dated: 11-11-2016 of Ministry of New and Renewable Energy at the L-1 Tariff arrived through bidding process.

22.3. Expiry of Bid Securing Declarations

Upon the furnishing of the Performance Security of a Region by the Successful Bidder, the Procuring Entity shall promptly notify the other Bidders of the Region that their Bids have been unsuccessful. The EMD/ Bid Securing Declarations of unsuccessful Bidders of the Region shall be refunded/ expire on receipt of this notification. The EMD/ Bid Securing Declaration of the Successful Bidder of the Region shall be refunded or adjusted in the Performance Security/ expire when the Successful Bidder has furnished the required Performance Security and signed the Agreement.

22.4. Publication of Tender Result

The name and address of the Successful Bidder(s) receiving the signed copy of LOA shall be published in the E-Procurement Portal and website of the Procuring Entity. The Procuring Entity shall upload the comparative summary of the Technical and Financial Bids on the e-procurement portal. However, the complete Technical Bids shall not be shared with the other bidders.

23. Disqualification:

Even if an applicant meets the Eligibility and Qualification Criteria, he shall be subject to disqualification if he or any of the constituent partners is found to have:

23.1. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;

23.2. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;

23.3. On account of currency of debarment by any Government agency as per the provisions of this NIT Document.

24. Grievances and their Redressed

1. Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.
2. Within 5 working days of receipt of the complaint, the Tender Inviting Authority shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.

25. Code of Integrity in Public Procurement, Misdemeanors and Penalties

25.1. The bidder shall ensure Compliance with Code of Integrity and No Conflict of Interest as per Format-6 and GCC Clause 11.

25.2. No official of the bidder shall act in contravention of such code of integrity.

25.3. Without prejudice, if the procuring entity comes to the conclusion that a bidder or prospective bidder, as the case may be, has violated the code of integrity, the procuring entity may take appropriate measures including—

1. exclusion of the bidder from the procurement process;
2. calling off of pre-contract negotiations and forfeiture or encashment of bid security;
3. forfeiture or encashment of any other security or bond relating to the procurement;
4. recovery of payments made by the procuring entity along with interest thereon at bank rate;
5. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
6. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding two years.

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Section III: Appendix to Instructions to Bidders (AITB)

-Not Applicable-

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Section IV: General Conditions of Contract (GCC)

1. General

1.1. Tenets of Interpretation:

Unless where the context requires otherwise, throughout the contract:

The heading of these conditions shall not affect the interpretation or construction thereof.

1. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
2. Words in the singular include the plural and vice-versa.
3. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
4. Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
5. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
6. 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.
7. 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.
8. Any reference to 'Goods' shall be deemed to include the incidental Works/Services also and vice versa.
9. Any generic reference to GCC shall also imply a reference to SCC as well.
10. In case of conflict, provisions of SCC shall prevail over those in GCC.
11. Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC Clause2.5.
12. Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

1.2. Definition

In the contract, unless the context otherwise requires:

1. "**Agent**" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
2. "**Allied Firm**" are all business entities that are within the 'controlling ownership interest'(ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control'(including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms.
3. "**Allocated Capacity**" shall mean the capacity in MWp within a Region for which LOA is issued to the Successful Bidder for that Region. It shall be as defined in Table-1.3, Section-II, subject to changes in terms of Clause 17 and 18, Section –II of this NIT Document.
4. **"Awarded Value" shall** means the total value of awarded capacity arrived from evaluation of financial bid and including applicable GST.
5. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS);
6. **"Balance of Supply (BoS)"** shall include all components of the rooftop solar PV except solar PV module and PCU/Inverter. The Boss 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-VIII (Technical Specifications), accessories, tools, tackles and spares required for satisfactory completion and O&M of the projects.

7. **"Beneficiary/ Purchaser"** shall mean the agency, i.e. Government Department/ Government Institution in whose premises the Project is executed. It is also refer as User.
8. **"Bid"**(including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
9. **"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.
10. **"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 NIT for the project.
11. **"Bid Submission Deadline"** shall mean the last date and time for submission of Bid in response to this NIT as specified in TIS.
12. **"Bid Security**" shall mean Bid Security to be submitted by the Bidder along with the Bid as per Clause 11.5 of Section-II.
13. **"CEA"** shall mean Central Electricity Authority.
14. **"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 NIT.
15. **"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.
16. **"Competent Authority"** shall mean Managing Director of REIL, himself and/or a person or group of persons nominated by him for the mentioned purpose herein.
17. **"Completion"** shall mean supply and erection/installation of the Project and demonstration of CUF as per provisions of NIT.
18. **"Commissioning"** shall mean demonstration of successful operation of the Grid Connected Project or part thereof, in accordance with prevailing regulations by the Successful Bidder.
19. "**Scheduled Commercial Bank**" means a bank listed as per the Reserve Bank of India Act. 1934 under Para 2(b)
20. **"Commercial Operation Date"** or "COD" shall mean System is capable of generating electric energy (at full rated KWp) for 5 continuous hours using such instruments and meters including net meter as have been installed for such purposes, then the Power Producer shall send' a written notice to Purchaser to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point**.**
21. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
22. **"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;
23. "**Consignee**" means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further dispatch to the ultimate consignee.
24. **"Performance Bank Guarantee (PBG)"** shall mean a bank guarantee issued by a Bank and that needs to be submitted by the Successful Bidder to REIL for the amount and timeline as mentioned in this NIT to cover the financial loss to the REIL towards default in performance, non-performance, short performance, or other such contract performance related issues during the project execution phase by the empanelled vendor.
25. **"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.
26. "**Employer** "means implementing agency (REIL) for installation of solar power plant.
27. **"Effective Date"** shall mean date of issuance of LOA by REIL.

28. **"Electricity User"** or "User /Purchaser 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 NIT for its own consumption or injects excess power to the grid through net metering arrangement.
29. **"Eligibility Criteria"** shall mean the Eligibility Criteria as set forth in this NIT.
30. **"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
31. **"Eligible capacity**"shall mean the capacity allocated to Successful Bidder of installation of Solar Power Plant.
32. **"Financial Bid"** shall mean online financial Bid, containing the Bidder's fixed quoted amount, as per format given in NIT.
33. **"First Operational Year"** shall mean one year from the COD.
34. **"Government Departments/ Government Institutions"** shall mean as define in Table-1.1, Section-II of the NIT Document. The Projects are to be executed at the premises of Government Departments/ Government Institutions.
35. **"IEC"** shall mean specifications of International Electro technical Commission.
36. **"Inspecting Authority"** shall mean REIL designated by the competent authority for the said purpose.
37. **"kWp"** shall mean Kilo Watt Peak.
38. **"kWh"** shall mean Kilo Watt Hour.
39. **"**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 = $\Sigma[(It + Mt + Ft) / (1 + r)t] / \Sigma[(Et/(1 + r)t]$, 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.
40. **"LOA"** shall mean Letter of Award.
41. **"LOI"** shall mean Letter of Intent.
42. **"MNRE"** shall mean Ministry of New and Renewable Energy, Government of India;
43. **"Month(s)"** shall mean a calendar month as per the Gregorian calendar;
44. **"MoU"** is memorandum of Understanding signed between REIL and the Beneficiary Department
45. **"MWp"** shall mean Mega Watt Peak.
46. **"Nodal Ministry"** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services.
47. **"Operational Year(s)"** Complete 25 years from the COD.
48. **"O&M"** shall mean operation and maintenance of the rooftop solar power projects
49. **"Part Commissioning"** shall mean the Commissioning of capacity lower than the LOA 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 Ratio (PR)"** shall mean the ratio of plant output versus installed plant capacity at any instance with respect to radiation measured.

    PR= (Measured Output in KWp/ Installed Plant Capacity in KWp) x (1000 W/m^2 / Measured Radiation Intensity in W/m^2).
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. **"Project Company**" shall mean as defined in Clause 9, Section-II of the NIT Document**.**
54. **"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.

55. "**Procuring Entity**" shall referred as **Implementing "Agency / Organization /Company** "implies Rajasthan Electronics & Instruments Limited (REIL), Jaipur.
56. "**Procurement Officer**" means the officer signing the Letter of Award (LoA) on behalf of the Procuring Entity. It implies Additional General Manager (PMC), REIL who is also the Tender Inviting Authority for this tender.
57. **"Project(s)"** shall mean the Grid Connected Solar PV Project(s) to be installed and connected at a Single Electric Meter connection point of DISCOM. Separate PPAs shall be executed for each Project
58. **"Project Capacity"** means total of module capacity in KWp at STC (DC capacity).
59. **"Project Cost"** shall mean Rs 4.5 Cr per MWp for General Category and Rs 4.95 Cr per MWp for Special Category Regions as per clause 1.3 Section –II of NIT.
60. **"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 NIT, as per requirements of Indian Law.
61. **"Qualified Bidder(s)"** shall mean the Eligible Bidder having quoted the L-1 rates in the Financial Bid to whom the work can be awarded.
62. **"Quoted Capacity"** shall mean proposed capacity offered by the Bidder for execution, ensuring eligibility criteria are met as mentioned in this tender.
63. **"Region"** shall mean as defined Table -1.3, Section-II of the NIT Document**.**
64. **"NIT"** shall mean this bid document including its formats and annexure.
65. **"Services"** means is defined by exception as any subject matter of procurement other than Goods or Works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, services or any other service classified or declared as such by a procuring entity.
66. "**Signed**" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.
67. **"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.
68. **"Successful Bidder(s)"** shall mean the Qualified Bidder(s) selected by REIL pursuant to this NIT for implementation of Project as per the terms and condition of the NIT Documents, and to whom Work Contract has been issued. It is also referred to as Contractor /Developer.
69. **"Suspension"** shall have the meaning as set forth in Clause 23.
70. "**Tender**"; **or** "**Tender Enquiry**" or "**Tender Process**" or "**Process**" or "**Notice Inviting Tender**" is the whole process from the publishing of the Tender Document till the resultant award of the contract.
71. "**Tender Document**"; **or** "**NIT Document"** shall mean the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in this Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
72. **"Termination"** means the expiry or termination of the Contract here under**.**
73. **"Termination Payment"** means the amount payable by the REIL to the Successful Bidder, under and in accordance with the provisions of the Contract, upon Termination.
74. **"Termination Notice"** means the communication issued in accordance with the Contract by one Party to the other Party terminating the Contract.
75. **"Developer/ Vendor/ Contractor"** shall mean the Successful Bidder for whom LOA has been issued by the REIL for the execution of the Projects in the Region as per scope of work.
76. **"Works"** refer to any activity, sufficient in itself to fulfill an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works.

The term "Works" includes (I) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and(ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.

77. **"Year"** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days.

1.3. Document Conventions:

All words and phrases defined in GCC Clause 1.2 are written as 'Capitalized word' and shall have the defined meaning. The rest of the words shall be as per grammar, inter- alia 'Goods' shall indicate definition as given in the GCC while 'goods' shall have usual dictionary meaning.

2. The Contract

2.1. Language of Contract

Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2. The Entire Agreement

This Contract and its documents (referred to in GCC Clause 2.5 below) constitutes the entire agreement between the REIL and the Contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3. Severability

In the event that any or any part of the terms conditions or provisions contained in the Contract shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining terms, conditions and provisions that shall continue to be valid and enforceable to the fullest extent permitted by law.

2.4. Parties

The parties to the contract are the contractor and the Procuring Entity and nominated in the contract.

2.5. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the Contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

1. Valid and authorized Amendments issued to the contract.
2. the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity
3. the Letter of Award (LOA),
4. Final written submissions made by the Successful Bidder during negotiations, if any
5. the SCC
6. the GCC
7. the Scope of Work
8. the Technical Specification
9. the Contractor's bid;
10. any other document listed in the SCC as forming part of this Contract.
11. Integrity Pact if any

2.6. Amendment

Except as otherwise provided herein, no addition, amendment to or modification of the Contract shall be effective unless it is in writing and signed by and on behalf of both parties.

2.7. Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

a. Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
b. No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Law

This contract and its validity, interpretation and performance will take effect and be governed under the laws of India. The contract agreement shall be executed at Jaipur and shall be subject to Jaipur court jurisdiction alone. Venue in any action in law or equity arising from the terms and conditions of this contract shall be the court of appropriate jurisdiction in Jaipur, Rajasthan (India).

3.1. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Period, then such Delivery Date and/ or Contract period shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1. Communications

a. All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
b. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
c. No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
d. Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

4.2. The person signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

a. The person who has signed the contract on behalf of the contractor or his/her authorized representative shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
b. Unless otherwise stipulated in the contract, the Procurement Officer signing the contract or his/her authorized representative shall administer the contract and sign communications on behalf of the Procuring Entity. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3. Address of the parties for sending communications by the other party.

For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:

a. The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the Procuring Entity. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
b. The address of the Procuring Entity shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Procuring Entity presently dealing with the contract.
c. In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the Procuring Entity and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Contractor's Obligations and restrictions on its Rights

5.1. Changes in Constitution/ Financial Stakes:

The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract since that may vitiate the legal basis of the Contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

1. A new partner shall not be introduced in the firm except with the prior consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
2. On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
3. In case the contract not terminated as provided in Sub-para (2) above,
    a. the remaining partners should give a written undertaking to perform the contract and accept all liabilities (including those of the expired/ retired partner) incurred by the firm under the contract before the date of such an event.
    b. Notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.

5.2. Obligation to Maintain Eligibility and Qualifications:

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge.

5.3. Avoiding conflict of interest

Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
b. after the termination of this Contract, such other activities as may be stipulated in the contract.

5.4. Consequences of a breach of Obligations

Should the Contractor or any of its partners or its subcontractors or the personnel commit a default or breach of GCC Clause 5 the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC Clause 5 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

5.5. Assignment/ Sub-contracting:

The contractor shall not save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. He shall notify the Procuring Entity in writing of all subcontracts awarded under the contract if not already stipulated in the contract, in its original bid or later. Such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontracts must comply with and should not circumvent the Contractor's compliance with its obligations. If the Contractor sublets or assigns the contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies there under Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.

5.6. Indemnities for breach of IPR Rights

The Contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods/ Works/ Services provided by the Contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

a. any design, data, drawing, specification, or other documents or Goods/Works/Services provided or designed by the contractor for or on behalf of the Procuring Entity.
b. The sale by the Procuring Entity in any country of the products produced by the Goods/Works/Services supplied by the contractor, and
c. The installation of the Goods by the contractor or the use of the Goods/Works/Services at the Procuring Entity's Site

5.6.1. Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

a. other than for the purpose indicated by or to be reasonably inferred from the contract
b. in association or combination with any other equipment, plant, or materials not supplied by the contractor.

5.6.2. If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.

5.6.3. If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.

5.6.4. At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5.7. Confidentiality, Secrecy and IPR Rights

It is understood and agreed that data, know-how and other such proprietary information that was provided or will be provided by either party, will remain confidential.

5.7.1. IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose. The contractor shall indemnify the Procuring Entity against any breach of the third party's IPR.

5.7.2. Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

5.7.3. Secrecy

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.4. Obligations of the contractor

1. Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
2. The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
3. Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
4. The obligation of the contractor under sub-clauses above, however ,shall not apply to information that:
    a. the contractor needs to share with the institution(s) participating in the financing of the contract;
    b. now or hereafter is or enters the public domain through no fault of Contractor;
    c. can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
    d. Otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
5. The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
6. The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.8. Performance Bond/Security

Performance Bond/Security shall be as defined in the SCC.

5.9. Permits, Approvals and Licenses

Whenever the Works/ Services to be provided by the contractor require that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export license or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

5.10. Custody and Return of the Procuring Entity's Materials/ Equipment/ Documents loaned to Contractor

1. Unless stipulated in the contract, no asset/property/drawings/material/samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.
2. The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by the Procuring Entity. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
3. These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff, workmen or agents.
4. Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid
5. The Contractor shall return all such assets in good order or repair, fair wear and tear accepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity, whose decision shall be final and binding.

5.11. Compliance with Regulations and Indian Standard

All works shall be carried out in accordance with relevant regulations, both statutory & those specified by the Indian standards related to the Works. In particular the equipment and installation will comply with the following but not limited to these:-

a. Workman's Compensation Act.
b. Minimum Wages Act.
c. Payment of Wages Act.
d. Contact Labour Regulation & Abolition Act.
e. ESI, PF & Bonus Act.
f. Regulation under Indian Electricity Rules,
g. Safety & Electrical Standard as applicable

Selected Bidder shall arrange for compliance with statutory provisions, regulations and requirements of safety codes in respect of labor employed on the work by the Vendor. Failure to provide such safety requirements would make the Selected Bidder liable for penalty and other action.
Company shall not be held liable or responsible for any illness and for physical harm sustained by the contractor's personnel during the execution of this agreement as they will not be deemed in any manner as employee of the company.

6. Scope of Supply and Technical Specifications, Inspection and Quality Assurance, Packing, Transportation, Insurance and Receipt

These shall be as defined in the Contract

6.1. Technical Specifications and Standards

The Works/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in Section VII (Scope of Work) and Section VIII (Technical Specification) of the Tender Document or as stipulated in the contract. Wherever references are made in the Contract to codes and standards by which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Contract. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser. For the requirements where the applicable specifications/ standards are not mentioned in the contract, the equivalent specifications/ standards issued by the concerned institutions shall be applicable. The contractor shall adopt good industrial practices in all the activities carried out under the contract.

6.2. Eligible Goods - Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall be India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to

1. restrictions on certain countries with land-borders with India;
2. minimum local content and location of value addition (Make in India Policy);
3. Contractor's status as MSE or Start-up.
4. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied.

7. Prices and Payments

7.1. Bid Prices, Taxes and Duties

These shall be as defined in the SCC

7.2. Payment

These shall be as defined in the SCC

8. Terms of Delivery and Delays

8.1. Effective date of the Contract

Unless otherwise stipulated in the contract, the effective date of the contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the contract, whichever is later. No notice to commence the Contract shall be issued separately.

8.2. Completion Period/ Date of Deliverables

The Completion Period/ dates of deliverables shall be counted from the date of issuance of the LOA.

8.3. Duration of Contract

The duration of Contract shall be specified in SCC.

8.4. Extension of Completion Period/ Date of Deliverables

If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

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, the Procuring Entity may consider grant of extension after the reason submitted by Successful Bidder are found to be satisfactory.

8.5. Liquidated Damage

These shall be defined in SCC

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

8.6. Force Majeure

a. Notwithstanding the provisions contained in the Bidding Documents; the Contractor shall not be liable to forfeit (a) Bid Security/PBG for delay and (b) termination of contract; if it is unable to fulfill its obligation under this Contract due to force majeure conditions.
b. For purpose of this clause, "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not limited to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by REIL and its decision shall be final and binding on the Contractor. REIL may extend the date of completion for a further period corresponding to the period of force majeure.
c. If a force majeure situation arises, the Contractor shall notify Procuring Entity in writing promptly, not later than 7 (seven) days from the date such situation arises. The Contractor shall notify Procuring Entity not later than 3 days of cessation of force majeure conditions.
d. After examining the cases, Procuring Entity shall decide and grant suitable additional time for the completion of the work, if required.

9. Resolution of Disputes

The parties agree to use their best efforts to resolve any dispute that may arise under the Agreement through good faithnegotiations.No party shall commence any litigation in relation to this Agree ment unless it has first invited the Chief executive of the other party (or any person duly authorized to action hi s behalf) to meet with its own Chief executive (or any person duly authorized to act on his behalf) for the purpose of endeavoring to resolve the dispute on mutually acceptable terms. Any dispute arising under this Agreement which cannot be settled by negotiation/mediation between the parties or their respective representatives shall be submitted to the competent court of law. The courts situated at Jaipur only shall have the jurisdiction.

10. Defaults, Breaches, Termination, and Closure of Contract

10.1. Termination due to Breach, Default, and Insolvency

10.1.1. Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honor his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

a. Default in Performance and Obligations: if the contractor fails to deliver any or all of the Goods, Works or Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
b. Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
c. Liquidation: if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is

appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

10.1.2. Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

10.1.3. Terminations for Default

1. Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
2. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
3. Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
4. All warranty obligations, if any, shall continue to survive despite the termination.

10.1.4. Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

a. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
b. Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate of RBI, Govt. of India.
c. Recover liquidated damages and invoke denial clause for delays.
d. Encash and/ or Forfeit performance or other contractual securities.
e. Prefer claims against insurances, if any.
f. Terminate contract for default, fully or partially including its right for Risk-and- Cost Procurement as per following sub-clause.
g. Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods, Works or Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

h. Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

10.1.5. Limitation of Liability

Except in cases of gross negligence, wilful misconduct, fraud, breach of statutory obligations, or liability arising from death, personal injury, infringement of intellectual property rights, third party claims under indemnity provisions, or damage to Government property due to the Agency's default, the

total aggregate liability of the Agency under this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed 100% of the Contract Price. REIL shall not be liable to the Agency for any indirect, incidental, special, or consequential losses, including loss of profit, revenue, or anticipated savings.

Nothing in this clause shall be construed as a waiver of the Government's sovereign rights, immunities, or privileges under applicable law. All rights and remedies provided under this Contract shall be cumulative and in addition to those available under applicable law. A Party will not be in breach of the Agreement or be liable to the other Parties if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.

10.2. Termination for Default/ Convenience of Procuring Entity and Frustration

10.2.1. Notice for Determination of Contract

1. The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
2. Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
3. Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
4. All warranty obligations, if any, shall continue to survive despite the termination.
5. The Goods, Works or Services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Goods, Works or Services, the Procuring Entity may decide:
    a. Togetanyportionofthebalancecompletedanddeliveredatthecontractterms,conditions,andprices;and/or
    b. To cancel the remaining portion of the Goods, Works or Servicesandcompensatethecontractorbypayinganagreedamountforthecost incurred by the contractor, if any, towards the remaining portion of the Goods, Works or Services.

10.2.2. Frustration of Contract

1. Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification.
2. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
3. However, the following shall not be considered as such a supervening cause.
    a. Lack of commercial feasibility or viability or profitability or availability of funds
    b. if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

10.3. Closure of Contract

10.3.1. No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this

Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

Before making the final payment and releasing the PBG after the completion of the contract period, it shall be ensured that nothing is outstanding from the contractor.

On satisfactory reconciliation and against a "no claim certificate" from the contractor, the bank guarantee may be released, and its acknowledgement is taken from the contractor.

10.3.2. Closure of Contract

The contract shall stand closed upon:

a. Successfully perform all obligations by both parties, including completion of warrantee obligations and final payment.
b. Termination and settlements after that, if any, as per as per GCC Clause10above.

11. Code of Integrity in Public Procurement, Misdemeanors and Penalties

These provisions shall be as defined in ITB.

12. Relationship of the Parties

The Procuring Entity's relationship with the contractor shall be that of a Business Associate, and nothing in this Contract shall be construed to create a relationship, joint venture, partnership.

13. Indemnity

The Successful Bidder shall indemnify, defend, and hold harmless REIL, its affiliates, subsidiaries, directors, officers, employees, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with:

i. any breach of this Contract or applicable law by the Successful Bidder,
ii. any act or omission, negligence, or misconduct by the Successful Bidder or its personnel, or
iii. any third-party claims arising out of the performance or non-performance of the Successful Bidder under this Contract.

This indemnity obligation shall survive the expiration, termination, cancellation, or completion of this Contract or any order issued under it.

14. Restriction on Employment

Both the parties have agreed that they will not recruit any members of staff of other party directly or indirectly.

15. No near Relative Clause:

The bidder should give a certificate that none of his/her near relative is working in REIL as defined below along with their Technical Bid as per the attached Annexure IV. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person, the Tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and REIL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in REIL's Tender. The near relatives for this purpose are defined as: - (a) Members of a Hindu undivided family. (b) They are husband and wife. (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

16. Debarment/Blacklisting of Bidders/Contractors:

a. A bidder/contractor or any of its successors may be debarred from participating in any procurement process for a period up to two years after being given reasonable opportunity to represent against such debarment (including personal hearing, if requested by firm).
b. A bidder/contractor shall be debarred if it is determined that the bidder/ contractor has breached the code of integrity.
c. A bidder/contractor can also be debarred for its actions or omissions other than violation of code of integrity, which in the opinion of the Procurement Organization, Warrants debarment, for the reasons like supply of sub-standard material, non- supply of material/ service, adornment of works, sub-standard quality of works, failure to abide "Bid Security Declaration", cartel formation, collusive bidding/ bid rigging etc.

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Section V: Special Conditions of Contract (SCC)

Following Special Conditions of Contract (SCC) shall apply for this NIT. These Special Conditions shall modify/substitute/supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

5.8 Performance Bond/Security

5.8.1 Performance Bank Guarantee(PBG)

The Successful Bidder shall furnish PBG at rate as detailed below in the form of Bank Guarantee/ e-Bank Guarantee (as per prescribed Format 8) from a nationalized/ Scheduled Commercial Bank.

The formula applicable to calculate the PBG amount will be:

a) For General Category Regions:

PBG amount = (Rs. 1.1250 Lakh) X Capacity in MWp in a Region.

b) For Special Category Regions:

PBG amount = (Rs. 1.2375 Lakh) X Capacity in MWp in a Region.

PBG Amount (Rs.)	Submission Deadline	Validity of the PBG
Rs. 1.1250 Lakh / MWp for General Category Regions and Rs. 1.2375 Lakh / MWp for Special Category Regions.	Within 30 Days from the issuance of the LOI, or time period as extended by REIL as per genuine reasons submitted by the Successful Bidder. Failure to submit PBG, as above, without sufficient justification acceptable to the REIL, shall be considered as refusal to implement the Project and REIL shall have right to forfeit the Bid Security.	Valid for a period of 3 years from the date of issuance of LOA or required to be extended as deemed necessary.

5.8.2 In case of a JV, the PBG shall be provided by all partners in proportion to their Participation in the project.

5.8.3 The Performance security shall be released after 3 year from the date of issuance of LOA or required to be extended as deemed necessary with the compliance of entire obligations in the contract.

5.8.4 The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to REIL.

a) If the Successful Bidder is not signed the PPA as per LOA and is not sanction the Project by REIL, PBG amount will be forfeited on pro-rata basis.

b) If the Successful Bidder is not able to commission the projects to the satisfaction of REIL, PBG amount will be forfeited on pro-rata basis to the capacity not commissioned by the Successful Bidder.

c) Successful Bidder / Developer shall be responsible for any water leakage or seepage due to construction work on the roof for a period of 1 year from the date of commissioning of the Project. In case of leakage during the above mentioned period, necessary repair by specialized agency must be carried out by the Contractor immediately without any cost implications to REIL, failing which PBG amount will be forfeited on pro rata basis.

7.1 Bid Prices, Taxes & Duties

7.1.1 Competitive and Independent Prices

a. The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
   i. those prices; or
   ii. the intention to submit an offer; or

iii. the methods or factors used to calculate the prices offered.

b. The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

7.1.2 Price Schedule

Bidders are to upload only the downloaded Price Schedule (in excel format) after entering the relevant fields without any alteration/deletion/modification of other portions of the excel sheet (Annexure-VIII). All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.

i. Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.

ii. The quoted price shall be considered to include all relevant financial implications, including inter-alia, the scope of the supplies and works, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour of the bidder's country and in India.

7.1.3 Currencies of Bid and Payment

The currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

7.1.4 Firm / Variable Price

Prices quoted by Bidder shall remain firm and fixed for a period of 25 years and shall not vary subject to variation on any account.

7.1.5 Goods and Services Tax (GST)

The rates quoted by the Bidder in the Financial Bid shall be exclusive of GST. GST shall be payable by the Beneficiary to the Successful Bidder as per the applicable provisions and prevailing norms of GST. All other applicable taxes, duties, levies, cess, fees, and statutory charges, if any, shall be borne and paid by the Successful Bidder, and no additional payment on this account shall be made by the Beneficiary.

7.2 Payments

7.2.1 PMC Charges payable to REIL by the Successful Bidder:

i. PMC charges of REIL shall be Rs. 22.5 Lakh/ MWp.

ii. The above PMC charges are exclusive of GST which shall be paid extra (as applicable).

iii. PMC Charges of REIL shall be collected from the Successful Bidder,

a) 15% PMC charges of entire Allocated Capacity@ Rs. 22.50 Lakh/MW plus GST within 30 days from the date of issue of LOI. (Non-returnable)

b) 85% PMC charges of executed PPA capacity (site wise) within 30 days from the date of signing of PPA with the beneficiary i.e. prior to execution of the project.

c) Project sanction letter shall be issued by REIL after receipt of 100% payment of PMC Charges.

iv. If the Successful Bidder fails to sign the PPAs with the beneficiaries for the entire LOA capacity, the 15% PMC charges for the balance capacity shall be forfeited.

7.2.2 Deduction of applicable taxes at source from payments to REIL will be made by the Successful Bidder, as per the existing law in force during the currency of the Contract. TDS shall be deducted as per the Income Tax Act.

8.3 Duration of Contract / Period of Work:

The Contract period should be 24 months from the date of Letter of Award (LOA). The PPAs with the Beneficiary shall have to be signed within the period of 18 months from the date of issuance of LOAs. The Developer is allow to complete the work within 6 month from the date of signing of PPA with the Beneficiary. LD may be applicable in case the plant is not commissioned within 6 month of signing of PPA.

8.4 Extension of Completion Period/ Date of Deliverables

The Contract period can be extended by a period of 1 year as per mutual agreement between REIL and Successful Bidder.

8.5 Liquidated Damage

If the Bidder fails to commission the Project within specified time i.e. 6 (six) months from the date of signing of PPA, further twenty (20) weeks shall be allowed to the Developer for completion of entire unexecuted capacity of the Project subject to the levy of liquidated damages (half percent of the PMC charges per week of delay subject to a maximum of ten percent of PMC Charges). In case of delay beyond extended timeline of twenty (20) weeks, REIL may cancel the Sanction Letter of the Project and /or take other actions as per the Contract.

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Section VI –QUALIFICATION CRITERIA

The bidder shall fulfill the Eligibility and Qualification criteria for participating in this tender as mentioned in Clause 2 of Section -I as well as this Section- VI.

S. No.	Description	Requirement	Documents Required
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 a Firm (LLP) registered under Section 12 of Limited Liability Partnership Act, 2008, as amended Or A registered Sole Proprietor Or A JV/Consortium of above categories, in which the maximum nos. of members can be 02 (Two) and the share of the lead member shall be more than 50% and that of other member shall be at least 10%. JV/Consortium may comprise of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination thereof.	1. In case bidder is a Company: Certified copy of the Certificates of Incorporation for Companies issued by the Registrar of Companies and Memorandum & Articles of Association. 2. In case of Partnership Firm/LLP/Sole Proprietor, a copy of partnership deed/LLP/ Sole Proprietor registration as applicable and relevant shall be enclosed with Format 2. 3. In case JV/Consortium, the JV/ Consortium Agreement as per Format-5 duly sealed and signed of each member of the JV/Consortium and above documents of each partner of the JV/ Consortium. Alternatively, in case of JV, a letter of intent for formation of JV after award of Work can be submitted. 4. PAN Card 5. GST registration certificate, GST-3B of last month previous to the one in which bids are invited.
2.	Financial Eligibility Criteria		
a.	Net Worth	The Bidder should have minimum Net worth of INR Forty Five (45) Lakhs/MW for the quoted capacity of the Bidder in MW. The computation of Net worth shall be based on last day of previous financial year i.e. 31.03.2026. 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)* Share premium can be included in the Net worth calculation only in case of listed companies in India. In case of a Partnership Firm/ Limited Liability Partnership Firm, the Net-worth shall be equal to Partner's Capital.	Net Worth certificate of sole bidder/ each member of JV/ Consortium duly signed by practicing Chartered Accountant (CA) with UDIN number.

		In case of Sole Proprietorship, the net worth shall be equal to Proprietor's Capital Account (including any reserves) In case of JV/Consortium Net Worth criteria is to be met collectively by both the members.	
b.	Minimum Average Ann Turnover (MAAT)	The Bidder should have Minimum Average Annual Turnover (MAAT) of Rs. 135 Lakhs per MW for the quoted capacity of the Bidder in MW during last three financial years i.e. 2023-24, 2024-25 & 2025-26. The other income as indicated in the annual accounts of the bidder shall not be considered for arriving at the annual turnover. In case of JV/Consortium MAAT criteria is to be met collectively by both the members.	Minimum Average Annual Turnover (MAAT) certificate along with all requisite documents, such as balance sheet, P&L account, schedules etc. of sole bidder/ each member of JV/ Consortium duly certified by practicing Chartered Accountant (CA) with UDIN number. For F.Y. 2025-26, CA Certificate (with UDIN) shall be acceptable.
3.	Technical Eligibility Criteria		
a.	Experience	Experience of having successfully completed or substantially completed* similar work(s)** during last 7 years ending last day of the month previous to the one in which bids are invited which should be either of the following: Three works, each of capacity not less than 40% of the quoted capacity in terms of MW. or Two works, each of capacity not less than 50% of the quoted capacity in terms of MW. or One work of capacity not less than 80% of the quoted capacity in terms of MW. * Substantial completion shall be based on 80 (eighty) per cent or more of the final feasible capacity against a work order that has been executed as certified by project owner. **Similar work means supply, installation, testing & commissioning of Grid Connected/ Off Grid/ Hybrid Solar PV power plants in CAPEX/RESCO or any other mode. In case of JV/Consortium, this criterion is to be met individually by any member of the JV /Consortium. For contracts under which the applicant participated as a joint venture/consortium member, only the applicant's share by	Documentary proof of experience, 1. In case of CAPEX Mode, Work Order/ LOA, Contract Agreement and Completion Certificate. 2. In case of RESCO Mode, Work Order/ LOA, PPA and Completion Certificate. The Completion Certificate shall be issued from MNRE Authorized Agency/ Government Organization/ PSE/ project owner for whom the work was executed. Net metering report from DISCOM shall also be required.

		capacity in terms of MW shall be considered to meet this requirement.	
4.	Litigation/ arbitration with the Procuring Organization	The sole bidder or all members of JV/ Consortium must not be involved in litigation/arbitration with the Procuring Organization on account of non-performance of works equivalent to 25% or more of the value of the awarded works by the Procuring Entity during the last five (5) years from the Bid Submission Deadline.	Self-undertaking on letter head of sole bidder/ each member of JV/ Consortium
5.	Not being Debarred for participating the tender	The sole bidder or all members of JV/ Consortium should not be debarred by the Procuring Organization or by its Ministry/Department or by the Department of Expenditure (DoE), Ministry of Finance, Govt. of India for participating in tenders.	Self-certificate as per Annexure-III to be submitted by the sole bidder/ each member in case of JV/Consortium.

Note: 1. No relaxation in the Qualification Criteria shall be provided to start-up/ MSE companies.

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SECTION VII - SCOPE OF WORK

1. Introduction

1.1. This is a Notice Inviting Tender for implementation of Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model (as per NIT specification) in accordance with MNRE/ RENIT/ norms of the concerned DISCOMs.

1.2. The Bidder is advised to carefully read all instructions and conditions of this NIT and understand the scope of work completely. All information and documents required as per the NIT must be furnished with the bid. REIL 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 NIT, 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 NIT 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 all the works that the Successful Bidder shall have to complete in accordance with the NIT, irrespective of any defects, omissions or errors that may be found in NIT.

2. Scope of Work

The Scope of the Work would essentially cover, but not limited to Site Survey of roof tops and surplus lands, Identification of new roof tops and surplus land, Site Visit, Solar Potential Assessment, Finalization of plant capacity, submission of proposal, execution of PPA (in the prescribed format attached herewith this Tender Document). Obtaining No Objection Certificate (NOC) from Distribution Company (DISCOM) for grid connectivity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing &commissioning, Inter-connections with the grid for net metering &obtaining all statutory approvals, quality control of the grid connected Solar Power Project including Operation and Maintenance (O & M) of the project for a period of 25 years after commissioning of the projects as per REIL's acceptance. The bidder shall be responsible in ascertaining and certifying the strength of civil structure on which roof top solar plant shall be set up.

3. Work Descriptions

3.1. The identification/selection of the buildings or other areas within the premises of the Government Departments/ Government Institutions where SPV power planets are to be installed is in the scope of the Successful Bidder. REIL will provide the details of the Government Departments/ Government Institutions that are known to it, and will facilitate the Selected Bidder in the identification/ selection of the locations after award of LOA. However, the Selected Bidder shall not have any claim in this regard. The feasibility of plant capacity w.r.t allotted capacity will be in the scope of the Successful Bidders. REIL will not be responsible for any shortfall with allotted capacity as compared to the available capacity. In order to make up the shortfall, the Successful Bidder may propose additional govt. buildings. Successful Bidder is responsible for identification of buildings, sign the PPA and execution of work within scheduled timeline. Successful Bidder shall have no claim in this regard.

3.2. Successful Bidder will conduct the site survey, assess free capacity of the concerned Distribution Transformer, analyze the last twelve (12) Months of electricity bills (at least six (6) Months) received from User Department and submit the proposal letter with draft PPA mentioning the capacity and levelized tariff for signing of PPA .

3.3. Successful Bidder will sanction the project with REIL by paying PMC charges @ 85 % of PPA capacity within 30 days of signing the PPA.

3.4. Successful Bidder is required to supply and install all parts of the solar PV project as per specifications laid down Section VIII of this NIT. **Successful Bidder must adhere the rules & regulations released by MNRE time to time for installation of solar power plants on Govt. buildings**.

3.5. At any point of time, if it is found that Successful Bidder is non-compliant or is not willing to carry out the work for specific types of building(s) or specific User Department etc., REIL may take strict action against the Successful Bidder which may include cancellation of LOA issued to that Successful Bidder.

4. Project Capacity

Project capacity shall be considered as total of module capacity in KWp at standard test condition (STC). Contractor is allowed to increase the DC Capacity maximum 10 % of the Inverter capacity.

5. Levelized Tariff

5.1 The Levelized Tariff of 25 years shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a "single responsibility" basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, apart from Operation & Maintenance for a period of 25 years, goods and services including spares required if any during O&M period. The Contractor has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

5.2 The Levelized tariff quoted is on lump sum turnkey basis and the bidder is responsible for the total Scope of work described at Clause 3 above.

5.3 The Levelized tariff shall remain firm and fixed for 25 years and shall be binding on the Successful Bidder irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The Contractor shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

5.4 The Levelized tariff shall be excluding of taxes & duties (i.e. GST). GST on Levelized tariff will be paid extra as per applicable norms. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable by REIL.

5.5 The Operation & Maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors, spares, consumables & other parts for a period of 25 years.

5.6 The Levelized tariff shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the REIL.

6. Metering and Grid Connectivity

Metering and grid connectivity of the Solar Power Plant under this NIT would be the responsibility of the Successful Bidder, in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation).

The Successful Bidder will bear the cost of net metering including interconnection cost. However, the beneficiary will pay the Discom's charges required at the time of applying for net-metering The successful bidder shall install the Generation Meter (Solar Meter) separately near the output of Inverter and Net-Meter shall be located in place of present DISCOM's metering system.

7. Warranty and Guarantees

The Successful Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The Contractor shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 25 years for projects. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint

responsibility of the Successful Bidder and REIL will not be responsible in any way for any claims whatsoever on account of the above.

8. Type and Quality of Materials and Workmanship

8.1. The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards as detailed in the Part - VII (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

8.2. The specifications of the components should meet the technical specifications mentioned in Part -VIII.

8.3. Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Contractor without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

8.4. The Contractor shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the term of PPA.

9. Insurance

9.1 The Successful Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The Successful Bidder shall also take appropriate insurance during O&M period, if required.

9.2 The Successful Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the work, the Contractor will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of Contractor.

10. 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 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 REIL 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.
c. Unless otherwise agreed between the parties, the Vendor shall not do:
    i. chipping of the rooftop
    ii. Disturb water proofing of the roof.
    iii. Carry out any other modification of the premises without the written consent of the beneficiary.

11. 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.

12. Completion and Commissioning

12.1. Part commissioning is not allowed for any project.
12.2. The vendor, in coordination with the DISCOM, shall submit commissioning certificate, issued by the concerned Discom, in accordance with all applicable regulations/policies.
12.3. The REIL shall issue the commissioning certificate for the capacity of the project Completed on issuance of completion certificate.
12.4. For the purpose of obtaining the completion certificate, the following documents shall be required.
12.5. Inspection report of the work(s) for all equipment/material
12.6. The Contractor shall submit installation certificate as per FORMAT 9 duly sighed by the beneficiary to REIL after installation and commissioning of the SPV power plant at each location/ building.

13. Quality Assurance &Inspection

13.1. REIL reserves the right to carry out pre inspection for the modules, inverters, structure, and AC/DC cables etc. before issuance of dispatch instructions at Vendor's go down/OEM place.
13.2. All costs of tests and inspections (including any special or third-party tests), whether at the Contractor's premises or elsewhere, shall be borne by the Contractor.
13.3. REIL reserves the right to visit and inspect any site under this contract at any time and if defects are noted, payments may be stopped / recovered from Vendor.
13.4. The Successful Bidder is required to take approval of the make, model &specifications of SPV Modules & String Inverters from REIL or its authorized representative before procuring the same.

14. Performance Monitoring Mechanism

The Contractor shall demonstrate that the said Project when commissioned delivers Capacity Utilization Factor (CUF) of at least 15% for general category States/UTs & 13.5% for special category States/UTs.
For the purpose of measuring CUF: - Contractor shall ensure that all Projects are Remote Monitoring System (RMS) enabled integrated into a dashboard at REIL/authorized dashboard. 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 REIL. REIL or its authorized agency reserves right to validate the authenticity of such data for which Successful Bidder shall extend full access and its cooperation. The Contractor shall maintain records and submit the required reports to REIL/ Beneficiary. A tollfree number shall be provided to log complaints which must be attended within the stipulated time.

Allowance shall be permissible in the CUF calculation for Deemed Generation Loss, which is the loss of generation due to non-availability of grid during the solar generation hours as recorded by the installed smart meters with the system.

15. Operation and Maintenance

During twenty-five (25) Operational Years, the Developer(s) will service and maintain the system including replacement of the product, as per prudent utility practices. The Developer will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at its own cost. It is advisable for the Developer to ensure proper arrangements for regular cleaning of panels to maintain the requisite performance.

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

REIL reserves the right to inspect the performance of the SPV power plants installed by the Developer at any time and take appropriate action against the Developer in case any discrepancies are noticed or on account of non-

fulfillment of the O&M obligations. Failure to adhere to above guidelines will result in penal action including debarring from participation in next tender.

16. Contractor's Defect Liability

If it shall appear to the REIL that any supplies have been executed with unsound, imperfect, or unskilled workmanship, or with materials of any inferior quality, the Developer 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 REIL in writing.

The Developer 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.

17. Completion Period & Progress Report

The Successful Bidders shall be given 18 months for signing of PPA from the date of issuance of LOA and further 6 months for execution of the project. The time for submission of Project Sanction Documents by the Developer to REIL shall be maximum 30 days from the date of signing of PPA.

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SECTION VIII - TECHNICAL SPECIFICATION

The proposed project shall be commissioned as per the technical specifications given below. It is Successful Bidder's responsibility to design the system as per site's weather conditions. Indian solar modules (Solar module manufacturers must register under the approved list of modules and manufacturers (ALMM) of MNRE) are to be used, failing which it will be assumed that system is not matching the requirement of the NIT and Contractor's PBG shall be forfeited. Competent Authority's decision will be final and binding on the Contractor.

1. DEFINITION

A solar power plant consists of SPV array, Module Mounting Structure, Inverter and Controls & Protections, interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, Inverters etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable. Solar PV system shall consist of following equipment / components.

- Solar PV modules.
- Grid interactive Inverter with Remote Monitoring System.
- Mounting structures.
- Junction Boxes.
- Earthing and lightening protections.
- IR/UV protected PVC Cables, pipes and accessories

1.1 SOLAR PHOTO VOLTAIC MODULES:

1.1.1 The PV modules shall be manufactured in India and shall comply with the MNRE Approved Models and Manufacturers of SPV Modules (Requirement of Compulsory Registration) Order, 2019, dated 10.03.2021 and all subsequent amendments, modifications, and clarifications issued by MNRE and applicable up to the date of Project execution. Contractors shall adhere up on the amendments issued by MNRE from time to time regarding the SPV module.

1.1.2 The PV modules used must conform to the latest edition of IEC PV module qualification test or equivalent BIS standards. Crystalline Silicon Solar Cell Modules IEC 61215/IS14286 shall be used. 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.

a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
b) The total solar PV array capacity should not be less than PPA signed capacity (KWp) and should comprise of solar crystalline modules of minimum **540 W**p and above wattage as per latest technology. Module capacity less than minimum 540 watts shall not be accepted.
c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes (Forward Voltage, $Vf \leq 0.55$ Volt) shall be provided.
d) PV modules must be tested and approved by one of the IEC authorized test centers.
e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
f) The Contractor shall carefully design & accommodate requisite numbers of the modules to achieve the rated power . REIL shall allow only minor changes at the time of execution.
g) Other general requirement for the PV modules and subsystems shall be the following:

I. The rated output power of any supplied module shall have only positive tolerance.

II. 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 % from the respective arithmetic means for all modules and/or for all module strings, as the case may be.

III. The module shall be provided with a junction box with by-pass diode. The box shall have IP-65 rated.

IV. The efficiency of all photovoltaic modules measured at STC shall be minimum 19.5%.

V. Temperature coefficient of power shall be from (-) 0.30 %/°C to (-)0.43 %/ C.

VI. The glass used to make the crystalline silicon modules shall be toughened low iron glass with minimum thickness of 3.2 mm. The glass used shall have transmittance of above 90%.

VII. The back sheet used in the crystalline silicon based modules shall be of 3 layered structures. Outer layer of fluoropolymer, middle layer of Polyester (PET) based and Inner layer of encapsulate primer. The thickness of back sheet should be of minimum 300 microns with water vapour transmission rate less than 2 g/m2/day. The back sheet shall have voltage tolerance of more than 1000 V.

VIII. The EVA used for the modules should be of UV resistant in nature. No yellowing of the back sheet with prolonged exposure shall occur. EVA used for fabrication of modules shall be fresh & used within the specified shelf life.

IX. The sealant used for edge sealing of PV modules shall have excellent moisture ingress protection with good electrical insulation (Break down voltage >15 kV/mm) and with good adhesion strength.

X. Modules should have rugged design to withstand tough environmental conditions and high wind speeds suitable for site condition.

XI. Modules shall perform satisfactorily in relative humidity up to 85 % and temperature between -10^0C and 85^0C (module temperature).

XII. PV modules must be warranted for their output peak watt capacity, which should not be less than 90% of the initial value at the end of 10 years, and 80% of the initial value at the end of 25 years.

XIII. The modules shall be warranted for minimum of 5 years against all material/ manufacturing defects and workmanship, starting from date of Operational Acceptance subject to the fulfilment of performance criteria laid down in point No. - XII above. If the manufacturer provides it from the date of manufacturing this shall be Contractor's responsibility to get the extended warranty from the manufacturer at its own cost and effort.

h) Solar PV modules

Plants installed in high dust geographies must have the solar modules tested with relevant dust standards (Applicable standard would be IEC 60068-2-68). Modules shall be designed for rugged design to withstand tough environmental conditions & maximum wind load 2400 Pa and snow load of 5400 Pa as per Safety standard IEC 61730.

1.1.3 Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module. This should be inside the 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 (separately for solar cells and module)

e) I-V curve for the module Wattage, Im, Vm 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

1.1.4 Warranties:

a) **Material Warranty**:

i. Material Warranty is defined as: The manufacturer should warrant the Solar Modules to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")

ii. Defects and/or failures due to manufacturing

iii. Defects and/or failures due to quality of materials

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

b) Performance Warranty:

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25-year period and not more than 10% after ten years period of the full rated original output.

1.2 ARRAYSTRUCTURE

a) Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.

b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (like Jaipur-wind speed of 150 km/ hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to REIL. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.

c) The mounting structure steel shall be as per latest IS 2062:1992 and galvanization of the mounting structure shall be in compliance of latest IS4759.

d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminum structures also can be used which can withstand the wind speed of respective wind zone. Protection towards rusting need to be provided either by coating or anodization.

e) 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

f) Regarding civil structures the Contractor need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.

g) The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg / Sqr.mtr. .

h) The minimum clearance of the structure from the roof level should be 300 mm.

1.3 JUNCTION BOXES (JBs)

a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminum /cast aluminum alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs or MC4 compatible connectors. The JBs shall be such that input & output termination can be made through suitable cable glands.

b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthing. It should be placed at 5 feet height or above for ease of accessibility.

c) Each Junction Box shall have High quality suitable capacity SPDs, Reverse Blocking Diodes, fuses and MCBs. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups. In order to provide protection to all cables and modules, string fuses shall be provided in both positive and negative legs of the string cabling. String fuses shall be of PV category and dedicated to solar applications and conform to IEC 60269-6 or UL-2579 standards.

d) The junction box used in the modules shall have protective bypass diodes to prevent hot spots in case of cell mismatch or shading. The material used for junction box shall be made with UV resistant material to avoid degradation during module life and the Junction sealing shall comply IP65 degree of protection.

e) 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.

f) All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

g) All internal wiring shall be carried out with 1100V grade stranded copper wires.

1.4 DC DISTRIBUTION BOARD (As per applicability and requirement):

a) DC Distribution Board to receive the DC output from the array field.

b) DCDBs shall have dust & vermin proof enclosre, conforming 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 inverter along with necessary surge arrestors.

1.5 AC DISTRIBUTION BOARD:

a) AC Distribution Board (ACDB) shall control the AC power from inverter, and should have necessary surge arrestors.

b) All switches and the circuit breakers, connectors should conform to IEC 60947 Parts I, II and III/ IS 60947 Parts I, II and III.

c) The changeover switches, cabling work should be undertaken by the Contractor as part of the project.

d) The panel 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, 50Hz

e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.

f) All indoor panels will have protection of IP21 or better. All outdoor panels will have protection of IP65 or better.

g) Should conform to Indian Electricity Act and Rules (till last amendment).

h) 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	+/- 5 Hz

1.6 INVERTER / ARRAY SIZE RATIO:

a) The capacity of power plant (DC Power) under STC should not be more than **10 %** of the combined rating of all inverters.

b) Maximum power point tracker shall be integrated in the inverter to maximize energy drawn from the array.

1.7 Inverter:

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. In addition, the inverter shall also MPPT (Maximum Power Point Tracker). The inverter should be DG set interactive. 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	415 V, 3 Phase, 50 Hz (In case single phase inverter are offered suitable arrangement for balancing the phases must be made
Output frequency	50 Hz
Grid Frequency Synchronization range	+/- 5 Hz
Ambient temperature considered	-20^{o} C to 50^{o} C
Humidity	95 % Non-condensing
Protection of Enclosure	IP-65(Minimum) for outdoor.
	IP-54(Minimum) for indoor.
Grid Frequency Tolerance range	+/- 5 Hz
Grid Voltage tolerance	-20 % & +15 %
No-load losses	Less than 1% of rated power
Inverter efficiency(minimum)	>93% (In case of 10 KWp or above with in-built galvanic isolation)
	>97% (In case of 10 KWp or above without in- built galvanic isolation)
Inverter efficiency (minimum)	> 90% (In case of less than 10 KWp)
THD	< 3%
PF	> 0.9

a) Three phase inverter shall be used with each power plant system (10kWp and/or above) but in case of less than 10kWp single phase inverter can be used.

b) Inverter shall be capable of complete automatic operation including wake-up, synchronization &shutdown.

c) The output of power factor of inverter is suitable for all voltage ranges. Inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.

d) Solar meter and external data logger to monitor plant performance through external computer shall be provided.

e) Anti-islanding (Protection against Islanding of grid): The Inverter shall have anti islanding protection in conformity to IEEE 1547/UL 1741/ IEC 62116 or equivalent BIS standard.

f) Inverter shall be provided galvanic isolation for protection of solar roof top power plant with electrical grid or LT panel.

g) The inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.

i) The inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2 (1,2,14,30)/ Equivalent BIS Std.

j) The enclosures should be IP 65 (for outdoor)/ IP21 (indoor) and as per IEC 529 specifications.

k) The inverters should be tested from the MNRE approved test centers / NABL/ BIS/ IEC accredited testing-calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

1.8 CIVIL WORK :

All associated civil works, including Design, Procurement & Supply and Erection of solar power plant, in all respect for:

1.8.1 Construction of module mounting structure foundations, transformer if required and other power equipment foundations, cable trenches for cable routing and earthing pits.

1.8.2 Arrangement of permanent water supply infrastructure for module washing and daily usage.

1.8.3 Provision of water drainage at the roof top level.

2. INTEGRATION OF PV POWER WITH GRID:

2.1 The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service, PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. A 4-pole isolator shall be provided at the inverter output for isolation of the inverter from the Grid/DG power supply connection.

2.2 All necessary equipment required for the evacuation of power from the Solar Plant to the Client's Panel shall be provided by the Contractor. The Contractor shall provide a suitable AC Isolator/MCCB at the Solar Plant end to facilitate complete and safe disconnection of the Solar Power Plant from the Client's Panel. The AC Isolator/MCCB shall be suitably rated for the plant capacity, system voltage, fault level, and applicable electrical standards. The Contractor shall also ensure that all associated cables, terminations, protection, and accessories required for the evacuation arrangement are included in their scope of supply and installation.

3 DATA ACQUISITION SYSTEM / PLANT MONITORING:

i. Data Acquisition System (Data Logger) shall be provided for each of the solar PV plant.

ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with PC at respective work center (PPA Signing Authority). Metering and Instrumentation for display of systems parameters and status indication to be provided.

iii. Solar Irradiance: An integrating Pyrometer / Solar cell based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the level of the array. Readout integrated with data logging system.

iv. Temperature: Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with readouts integrated with the data logging system

v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:

   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.

vi. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.

vii. PV array energy production: Digital Energy Meters to log the actual value of AC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class.

viii. Computerized DC string/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.

ix. 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.

x. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.

xi. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.

xii. All instantaneous data shall be shown on the computer screen.

xiii. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.

xiv. Provision for instantaneous Internet monitoring and download of historical data shall be also incorporated.

xv. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and temperature monitoring system.

xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis.

xvii. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.

xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the Beneficiary / REIL location with latest software/hardware configuration and service connectivity for online/ real time data monitoring / control complete to be supplied and operation and maintenance / control to be ensured by the Contractor. Provision for interfacing these data on the Beneficiary's server and portal in future shall be kept. The Contractor shall provide real time unit generated data to REIL.

4 TRANSFORMER "IF REQUIRED" & METERING:

a) Dry/oil type relevant kVA, 11kV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.

b) DISCOM's approved bidirectional electronic energy meter (ABT Meter) (0.5 S class) shall be installed for the measurement of import/Export of energy as State/ DISCOM policies.

c) The Contractor must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to REIL before commissioning of SPV plant.

d) Reverse power relay shall be provided by Contractor (if necessary), as per the local DISCOM requirement.

5 POWER CONSUMPTION:

Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Decisions of appropriate authority like DISCOM, state regulator may be followed.

6 PROTECTIONS

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

6.1 LIGHTNING PROTECTION

The SPV power plants shall be provided with lightning & overvoltage protection. 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 standards. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

6.2 SURGE PROTECTION

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

6.3 EARTHING PROTECTION

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

tested in presence of the representative of Department/REIL as and when required after earthing by calibrated earth tester. Inverter, ACDB and DCDB should also be earthed properly.

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.

6.4 GRID ISLANDING:

a) 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 Solar Power system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.

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

7 CABLES

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

i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554standards

ii. Temp. Range: $-10^{o}C$ to$+80^{o}C$

iii. Voltage rating 660/ 1000V

iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation

v. Flexible

vi. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop of entire DC side of solar plant to be the minimum (2%).

vii. For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.

viii. For the AC cabling, PVC or XLPE insulated and PVC sheathed single or, multi-core multi-stranded flexible / armored copper cables shall be used. Contractor may use PVC/ XLPE insulated and PVC sheathed single/multicore, multistranded armoured Aluminum cable from ACDB to LT/HT Panel of Beneficiary .Outdoor AC cables shall have a UV- stabilized outer sheath.

ix. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam cross-linked XLPO type and black in color.

x. The DC cables from the SPV module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm.

xi. Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4 Compatible) and couplers.

xii. All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm2 copper; the minimum AC cable size shall be 4.0 mm2 copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires.

xiii. 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. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter.

xiv. Cable Jacket should also be electron beam cross-linked XLPO, flame retardant, UV resistant and black in color.

xv. All cables and connectors for use for installation of solar field must be of solar grade which can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss and microbes for 25 years and voltages as per latest IEC standards. DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1kV as per relevant standards only.

xvi. The ratings given are approximate. Contractor to indicate size and length as per system design requirement. All the cables required for the plant shall be provided by the Contractor. Any change in cabling sizes if desired by the Contractor shall be approved after citing appropriate reasons. All cable schedules/ layout drawings shall be approved prior to installation.

xvii. Multi-strand, annealed, high-conductivity copper conductor with PVC Type 'A' pressure-extruded insulation or XLPE insulation, with overall PVC/XLPE sheath suitable for UV protection. The cables shall be armoured and suitable for underground laying. All cable trays, including covers, shall be provided. All cables shall conform to the latest editions of the applicable IEC/equivalent BIS standards specified below.

- BoS Item / Component: Cables
- Standard Description: General test and measuring methods for PVC/XLPE insulated cables for working voltages up to and including 1100 V; UV-resistant cables for outdoor installation.
- Standard Number: IS 1554 (Part 1): 1988 / IS 7098 (Part 1): 2025.

xviii. The total voltage drop on the AC cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%.

8 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 been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

Plant Capacity	Connecting voltage
Above 20 KWp and up to 100 KWp	415V – three phase
Above 100 KWp	At HT/EHT level (11kV/33kV/66kV) as per DISCOM rules

a) The maximum permissible capacity shall as per DICOM policy for a single net metering point.

b) Utilities may have voltage levels other than above; DISCOMS may be consulted before finalization of the voltage level and specification be made accordingly.

c) For large PV system (above 100 KWp) for commercial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step up transformer. The transformers and associated switchgear would require to be provided by the Developer.

9 TOOLS & TACKLES AND SPARES:

a) After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the Contractor for maintenance purpose. List of tools and tackles to be supplied by the Contractor for approval of specifications and make from REIL/ Beneficiary.

b) A list of requisite spares in case of inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes, Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished.

10 DANGER BOARDS AND SIGNAGES:

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

11 FIRE EXTINGUISHERS:

The firefighting system for the proposed power plant for fire protection shall be consisting of:

a) Portable fire extinguishers in the control room for fire caused by electrical short circuits.

b) Sand buckets in the control room.

c) The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

12 DRAWINGS & MANUALS:

a) Two sets of engineering, electrical drawings and Installation and O&M manuals are to be supplied. Contractors shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.

b) Approved ISI and reputed makes for equipment be used.

c) For complete electro-mechanical works, Contractors shall supply complete design, details and drawings for approval to REIL/ Beneficiary before progressing with the installation work.

13 PLANNING AND DESIGNING:

a) The Contractor should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The Contractor should submit the array layout drawings along with Shadow Analysis Report to REIL/Beneficiary for approval.

b) REIL 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.

c) The Contractor shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The Contractor submits three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

14 DRAWINGS TO BEFURNISHED BY CONTRACTOR AFTER AWARD OF CONTRACT:

a) The Contractor shall furnish the drawings and obtain approval

b) General arrangement and dimensioned layout

c) Schematic drawing showing the SPV panel, inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.

d) Structural drawing along with foundation.

e) Itemized bill of material for complete SPV plant covering all the components and associated accessories.

f) Layout of solar Power Array

g) Shadow analysis of the roof

15 SOLAR POWER SYSTEM FOR MEETING THE ANNUAL ENERGY REQUIREMENT

The Solar Power system will be installed as per the net-metering policy of the respective states, depending upon the area available and the remaining energy requirement of the office /Department will be met by drawing power from grid at commercial tariff of DISCOMs.

16 SAFETY MEASURES:

The Contractor 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.

17 DISPLAY BOARD

The Contractor has to display a board at the project site mentioning the following:

a. Plant Name, Capacity, Location, and Date of commissioning, estimated Power generation.

b. Financial Assistance details from REIL/MNRE/Any other financial institution apart from loan. This information shall not be limited to project site but also be displayed at site offices/head quarter offices of the Contractor.

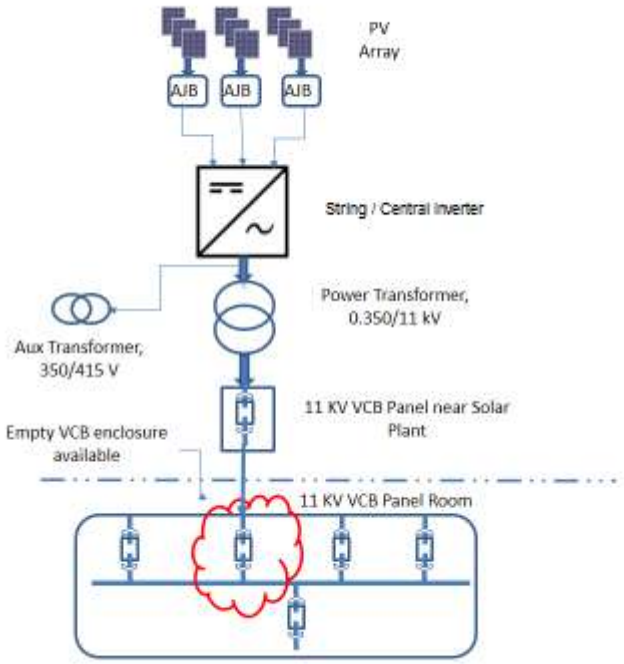
c. The size and type of board and display shall be approved by Engineer-in-charge before site inspection.

18. SCOPE OF WORK FOR SMALL GROUND MOUNTED SOLAR POWER PLANTS (Applicable for > 100 KWp):

In continuation to the scope of work in the NIT the general scope of work for the ground mounted solar PV power plant involves Engineering, Procurement, Supply and Construction (EPC), commissioning and evacuation of power into the control room as per Clause 8 (Connectivity) above is given below .

18.1 Evacuation of Power & Metering Point:

The evacuation voltage shall be as per Clause 8 (Connectivity) above wherein evacuating point cum metering point shall be installed at 11/33/66 kV interconnection point within the boundary of solar plant. From point of interconnection onwards upto 11/33/66 kV control room, the Contractor shall carry out all necessary arrangement to evacuate power supply. ABT meter to measure net power evacuation shall be installed at 11/33/66 kV interconnection point near solar PV plant boundary.



Sample Schematic Diagram of > 100 kW Solar Project evacuated at 11 kV.

18.2 Tracking Structures:

REIL encourages Contractors to employ proven and reliable seasonal tracking system to increase the performance of the plant. If the Contractor shall provide the solar tracking system then he shall submit the details specifications / designs / guarantees and warrantees / and any other claims on performance / output of the solar tracking solutions.

18.3 Electrical Work:

Consisting of installation of solar PV modules junction boxes (IP-65 minimum), grid-tied inverters, power transformers (IS 2026) and instrument transformers if required (IS 2705 for CT, IS 3156 for PT) meters, control panel, 11/33/66 kV switchgear, underground cables for evacuation (IS 7098-II), interconnection through wires, cables, bus bars, etc.; plant lighting system, weather monitoring ssystem, SCADA and remote web-based communication & monitoring hardware, software etc. compatible with solar plants monitoring system in the premises; plant and human safety and protection equipment including danger signs etc; Auxiliary Supply for lighting and SCADA System as per standards.

18.4 Civil and Other Non-Electrical Work:

18.4.1 **Module Mounting Structures (MMS):** The Contractor shall design, fabricate, supply and install HDGI (hot dip galvanized iron) module mounting structures with all required accessories like clamps, fasteners (SS304), cable ties etc., The structures can be of fixed/ seasonal tracker are accepted.

18.4.2 **Foundations:** The Contractor shall design and construct appropriate civil foundations for MMS, prefabricated structures/RCC, transformers etc. as per relevant standard and shall be submitted for approval from REIL. For backfilling of foundation excavated soil is not allowed.

18.4.3 **Storm Water Drainage System:** The Contractor shall provide storm water drainage system for entire plant and connect it with existing storm water drainage system.

18.4.4 **Solar PV Module Cleaning System:** The Contractor shall plan for one wash of all solar PV modules on bi-weekly basis. For this, the Contractor shall construct and operate suitable litre capacity RCC/ Sintex water tank.

18.4.5 **Approach / Internal Roads and Pathways:** The Contractor shall provide internal roads of asphalt type for the plant site as per latest MORTH specification.

18.4.6 **Cable Trenches:** Construction of RCC cable trenches with cable trays and covers in inverter and control rooms, earthen excavated cable trench with alternate layers of sand and brick as per

relevant IS from PV arrays to inverter room to 11/33/66 KV central control room shall be provided by the Contractor.

18.4.7 Site leveling: The Contractor shall level the site, as required, so as to compact the plant in minimum possible area and also minimize shading losses because of solar PV module structures. Site is almost very flat and suitable for the solar plant.

18.4.8 Soil Test: The Contractor shall provide soil test report, which is meant to indicate kind of soil condition. Contractor is solely responsible to carry out detailed geotechnical investigation to ascertain soil parameters of the proposed site for the planning / designing / construction / providing guarantee / warranty of all civil work including but not limited to foundations / piling for module mounting structures, HT lines, 11/33/66 kV switchgear equipment etc. The Contractor shall carry out soil investigation through Government approved / NABL certified soil consultant. These reports shall be furnished to the REIL prior to commencing work. All RCC works shall be provided of required grade of concrete as per relevant IS specifications as well as based on soil data considering appropriate earthquake seismic zone, wind velocity, whether effect, soil characteristics etc.

Note:

01. Please refer IEC standards as mentioned in Clause no. 14 as below to be mandatorily adhered.

14. QUALITY CERTIFICATION, STANDARDS AND TESTING FOR GRID- CONNECTED SOLAR POWER SYSTEMS/ POWER PLANTS

Quality certification and standards for Off-Grid/Grid-Connected Rooftop Solar PV Systems are essential for the successful mass-scale implementation of this technology. It is also imperative to put in place an efficient and rigorous monitoring mechanism, adherence to these standards. Hence, all components of Grid-Connected Rooftop Solar PV System/ Plant must conform to the relevant standards and certifications given below:

String Inverter	
IEC 62109-1, IEC 62109-2	Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 for outdoor mounting, IP 54 for indoor mounting)
IEC/IS 61683 (as applicable)	Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% loading Conditions)
IEC 62116/ UL 1741/ IEEE 1547 (as applicable)	Utility-interconnected Photovoltaic Inverters - Test Procedure of Islanding Prevention Measures
IEC 60255-27	Measuring relays and protection equipment – Part 27: Product safety requirements
IEC 60068-2 (1, 2, 14 & 30)	Environmental Testing of PV System – Power Conditioners and Inverters a) IEC 60068-2-1: Environmental testing - Part 2-1: Tests - Test A: Cold b) IEC 60068-2-2: Environmental testing - Part 2-2: Tests - Test B: Dry heat c) IEC 60068-2-14: Environmental testing - Part 2-14: Tests - Test N: Change of temperature e) IEC 60068-2-30: Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
IEC 61000 – 2,3,5 (as applicable)	Electromagnetic Interference (EMI) and Electromagnetic Compatibility (EMC) testing of PV Inverters
IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests
IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems
Surge Arrestors	

BFC 17-102:2011	Lightening Protection Standard
IEC 60364-5-53/ IS 15086-5 (SPD)	Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and Control
IEC 61643-11:2011	Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems - Requirements and test methods

Cables	
IEC 60227/IS 694, IEC 60502 /IS 1554 (Part 1 & 2)/ IS 1554 (Part 1): 1988 / IS 7098 (Part 1): 2025 (as applicable)	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)
BS EN 50618	Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables
Earthing/ Lightning	
IEC 62561 Series (Chemical earthing) (as applicable)	IEC 62561-1 Lightning protection system components (LPSC) - Part 1: Requirements for connection components IEC 62561-2 Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes IEC 62561-7 Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds
Junction Boxes	
IEC 60529	Junction boxes and solar panel terminal boxes shall be of the thermoplastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use
Energy Meter	
IS 16444 or as specified by the DISCOMs	A.C. Static direct connected watt-hour Smart Meter Class 1 and 2 - Specification (with Import & Export/Net energy measurements)
Solar PV Roof Mounting Structure	
IS 2062/IS 4759	Material for the structure mounting
Fuses & Control Gears	
IS/IEC 60947 (Part 1, 2 & 3), EN50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): 1) Low-voltage Switchgear and Control-gear, Part 1: General rules, Part 2: Circuit Breakers, Part 3: Switches, dis-connectors switch- dis-connectors and fuse-combination 2) EN 50521: Connectors for photovoltaic system-Safety requirements and tests
IEC 60269-6:2010	Low-voltage fuses - Part 6: Supplementary requirements for fuse links for the protection of solar photovoltaic energy systems

Note- Equivalent standards may be used for different system components of the plants.

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SECTION IX: CHECKLIST

S.No.	Particular	Format No.	Copy Attached Yes/No
1.	(*) Tender Fee (Non-Refundable) if applicable	NA	
2.	(*) Covering Letter	1	
3.	General Particulars of the bidder	2	
4.	(*)Bid Security/EMD of required amount as mentioned in Clause 11.5 of Section-II or UDHYAM registration along with Bid Security Declaration as per Annexure-VII in case of MSE /Startups bidders.	3	
5.	Power of Attorney in favour of authorized signatory, on requisite value of stamp paper. (Board Resolution in support of power of attorney in favour of authorized signatory) (applicable for Companies)	4A/4B/4C as applicable	
6.	JV/ Consortium Agreement (Letter of Intent of intent can also submitted in lieu of JV agreement)	5	
7.	Compliance Code of Integrity and No Conflict of Interest	6	
8.	Confidentiality Undertaking	7	
9.	Annexures	I to IV	
10.	Integrity Pact	V	
11.	Land Border Undertaking	VI	
12.	All required documents as per eligibility and Qualification Criteria as per Section-VI.		
13.	Signed and stamped copy of this NIT including all corrigenda on each page.		

(*) To be submitted in original as per Clause 11.5 of Section-II in addition to its scanned copy being uploaded along with the bid. The original must be physically submitted and acknowledgment obtained from the Procuring Entity upto the Bid Submission Deadline.

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SECTION X: ANNEXURES& FORMATS

Annexure-I

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Process Compliance Form

(To be submitted on Bidder's letter head)

To
Addl. General Manager (PMC)
M/s Rajasthan Electronics & Instruments Limited
2, Kanakpura Industrial Area, Sirsi Road,
Jaipur-302034

Sub: - Acceptance to the process related Terms and Conditions for the e-Tendering

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the tender No.: REIL/NIT/PMC/2026-27/001

We hereby confirm the following: -

1) The undersigned is authorized representative of the company.
2) We have carefully gone through the NIT and the Rules governing the e-tendering as well as this document.
3) We will honor the Bid submitted by us during the e-tendering.
4) We undertake that if any mistakes occur while submitting the bid from our side, we will honour the same.
5) We are aware that if REIL has to carry out e-tender again due to our mistake, REIL has the right to disqualify us for that tender.
6) We confirm that REIL shall not be liable & responsible in any manner whatsoever for our failure to access & submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack problem with the PC, digital signature certificate or any other unforeseen circumstances etc.

With regards

Signature with Company seal

Name:
Designation:
E-mail Id:

Annexure-II

AUTHORIZATION CERTIFICATE

(To be submitted on Bidder's letter head)

Date ……

To

Addl. General Manager (PMC),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Dear Sir,

We M/s……..are authorizing Mr..……..to submit NIT in reference to your tender no **REIL/NIT/PMC/2026-27/001**
Dated ----------for "Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model" on behalf of the company. He is authorized to carry out communication and negotiations on our behalf.

On behalf of the Company……

Signature with Company seal

Name:
Designation:
E-mail Id:

----------XXX----------

Annexure -III

CERTIFICATE FOR NOT BEING DEBARRED AND FULFILLING THE ELIGIBILITY AND QUALIFICATION CRITERIA

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

Date……..……

To
Addl. General Manager (PMC),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Ref: NIT No. …….

Dear Sir,

I/We hereby certify that I/We fulfil the Eligibility and Qualification Criteria for participating in this tender as mentioned in Clause 2 of Section-I and Section -VI of this NIT document. I/We have not been debarred by the Procuring Organization or by its Ministry/Department or by the Department of Expenditure (DoE), Ministry of Finance, Govt. of India for participating in tenders. I/We also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm debarred/blacklisted.

On behalf of company ……

Signature with Company seal

Name:
Designation:
E-mail Id:

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Annexure-IV

UNDERTAKING OF NO NEAR RELATIVE

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

Date…….

To

Addl. General Manager (PMC),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Dear Sir,

I/We, M/s. ……hereby certify that none of my relative(s) as defined in the NIT is/are employed in REIL unit as per details given in NIT Document. In case at any stage, it is found that the information given by me is false / incorrect, REIL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

The near relatives for this purpose are defined as: -

(a) Members of a Hindu undivided family.
(b) They are husband and wife.
(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (Daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law).

On behalf of company ……

Name and Designation

Undertaking is also to be signed by: -

a. Signature & Name of Proprietor in case of Proprietorship firm

i. ……

ii. ……

b. Signature & Name of all partners in case of Partnership firm

i. ……..

ii. ……..

c. Signature & name of all Directors of company in case of Limited or Private Limited Company

i. ……

ii. ……

d. Signature & name of all Partners/Directors of company in case of JV/ Consortium

i. ……

ii. ……..

Tender ref.: REIL/NIT/PMC/2026-27/001

Annexure-V

INTEGRITY PACT

(*To be submitted by the Bidder on non-judicial stamp paper (value as prescribed in State/UT)*

Between

Rajasthan Electronics & Instruments Limited (REIL), a company registered under the Companies Act 1956 and having its registered office at 2, Kanakpura Industrial Area, Jaipur-302012 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The principal intends to award, under laid-down organizational procedures, contract/s for _____. The principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. **The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -**

1.1. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.2. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.3. The principal will exclude from the process all known prejudiced persons.

If the principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

2. **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

2.1. The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.2. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.3. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.4. The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.5. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agent(s)/ representative(s) in India if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principal(s) if any. Further details as mentioned in the "Guidelines on Indian Agent of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further as mentioned in the guidelines all the payments made to the Indian Agent/ Representative have to be in Indian Rupees only.

2.6. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.7. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

9 Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" framed by the Principal.

4. Section 4 – Compensation for Damages

4.1. If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

4.2. If the principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

5. Section 5 – Previous Transgression

5.1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public SectorEnterprise in India that could justify his exclusion from the tender process.

5.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1. The Bidder(s)/ Contractor(s) undertakes(s) to demand from his sub-contractors a commitment in conformity with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the principal.

6.2. The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3. The principal will disqualify from the tender process all Bidders who do not sign this pact or violate its provisions.

7. Section 7 – Criminal Charges against violating Bidders/ Contractors Subcontractors

If the principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to Vigilance Office.

8. Section 8 –Independent External Monitor(s)

8.1. The principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

Ms. Arundhaty Ghosh, Director General (Postal Services) (Retd.) as IEM for this contract. Her address is as below.

CG 151, Ist Floor, Sector II,
Salt Lake, Kolkata - 700091
E-mail: arundhatyg@gmail.com

Shri Shekhar Prasad Singh, IAS (Retd.), as IEM for this contract. His address is as below:
Plot No. 176, Road No. 11,
Prashasan Nagar, Jublee Hills,
Hyderabad-500 033.
E-mail: spsinghias1983@gmail.com

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD, REIL.

8.3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4. The principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. The Monitor will submit a written report to the MD, REIL within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7. If the Monitor has reported to the MD, REIL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the MD, REIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8. The word 'Monitor' would include both singular and plural.

9. Section 9 – Pact Duration

9.1. This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the MD, REIL.

10. Section 10 – Other Provisions

10.1. This agreement is subject to Indian Laws and jurisdiction shall be registered office of the principal, i.e. Jaipur.

10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5. Only those Bidders/ contractors who have entered into this agreement with the principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

10.6. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the organization, the contractor and the sub- contractor.

For & On behalf of the principal (Office Seal)	For & On behalf of the Bidder/ Contractor (Office Seal)
Place----------	
Date----------	
Witness: _____	Witness: _____
(Name & Address) _____	(Name & Address) _____

Tender ref.: REIL/NIT/PMC/2026-27/001

Annexure-VI

LAND BORDER SHARING DECLARATION

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021, Rule 144(xi) of GFR (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) or latest amended.

Date: …….
NIT No: …….
Name of Work: ……..

"I/We have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020), Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD (Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021, Rule 144(xi) of GFR (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023), regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ We the bidder <*name of the bidder……*> is / are Not from such a country and eligible to be considered for this tender.

OR

From such country, has been registered with the competent authority and eligible to be considered for this tender (Evidence of valid registration by the competent authority shall be attached)

On behalf of company ……

Signature with Company seal

Name:
Designation:
E-mail Id:

Annexure-VII

BID SECURITY DECLARATION FORM

(To be submitted on letter head of Sole Bidder)
(Only in case of MSEs/Startups)

To
Addl. General Manager (PMC),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Dear Sir,

1. I/We, the undersigned, declare that M/s …… is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your NIT conditions Clause no. ……., bids must be supported by a Bid Securing Declaration
3. I/We accept that I/We may be disqualified from bidding for any contract with you for period of specified in the tender documents if I am /We are in a breach of any obligation under the bid conditions, because I/We
    - **a.** have withdrawn/ modified /amended, impaired or derogated from the tender, my/our bid during the period of bid validity specified in the form of Bid, or
    - **b.** having been notified of the acceptance of our Bid by the Implementer during the period of bid validity (i) fail or refuse to accept the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Security Declaration shall ceases to be valid if I am/We are not the Successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the Successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person of declaration for and on behalf of the bidder and the Letter of Award for executing declaration is enclosed.

On behalf of company ……

Signature with Company seal

Name:
Designation:
E-mail Id:

Annexure-VIII

Draft of Price Schedule (Price Bid)

Name of Project: Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model**.**

RFS No.: REIL/NIT/PMC/2026-27/001

S No.	Region	States	Capacity(KWp)	Levelized Tariff (Rs./kWh) for 25 years without GST, (HSN -2716)	Levelized Tariff in words
1.	1	Andhra Pradesh, Telangana & Odisha	4900		
2.	2	Himanchal Pradesh , Uttarakhand ,Jammu & Kashmir and Leh & Ladakh	1500		
3.	3	Tamil Nadu, Karnataka & Kerala	3900		
4.	4	Gujarat, Maharashtra & Goa	3700		
5.	5	Punjab & Chandigarh & Haryana	1000		

Note: Levelized Tariff should be mentioned in two decimal places only. Tariff shall be excluding of taxes and duties (i.e. GST) if any. GST on levelized tariff shall be paid extra to the Successful Bidder as per applicable norms by the beneficiary.

MODEL POWER PURCHASE AGREEMENT (PPA)

BETWEEN

DEVELOPER AND GOVT.ORGANIZATION, PSU AND OFFICES FOR DESIGN, MANUFACTURE, SUPPLY, ERECTION, TESTING AND COMMISSIONING INCLUDING WARRANTY, OPERATION & MAINTENANCE OF GRID CONNECTED SOLAR POWER PLANTS IN RESCO MODEL

This Power Purchase Agreement (PPA) is executed is executed (date), (month), (year) at <location>_between < Authorized representative of Purchaser i.e. Government Organization, PSU and Offices > (detail address), (hereinafter referred to as "purchaser") AND M/s (Name of Power Producer) (CIN No.). A company incorporated under the companies act, 1956/2013 having its registered office at (detail address) (hereinafter) referred to as "Power Producer" which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and assigns). The Purchaser and Power Producer are each individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

A. The Power Producer has been notified as successful bidder by <Name of Expert PSU> for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of ---------- kWp Solar Power System at (building name)" (Project) and as per competitive bidding under NIT No ----------

B. The Power Producer is engaged in the business of design, supply, erection, testing, commissioning, operating and maintenance power plants, including grid connected solar power projects.

C. The Power Producer has agreed to install and operate a solar photovoltaic power plant of capacity as per Schedule -I at the Premises after due inspection of the Premises as defined hereinafter and supply the entire Solar Power of the Project to Purchaser on the terms and conditions contained in this Agreement.

D. The Purchaser has agreed to purchase the entire Solar Power of the Project on the terms and conditions contained in this Agreement.

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

1. Definitions and Interpretation

1.1 Definitions

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

(a) "Actual Monthly Production" means the amount of energy recorded by the Main Metering System during each calendar month of the Term, pursuant to Section 5.2;

(b) "Affiliate" means with respect to any specified Person, any other Person, directly or indirectly controlling, controlled by or under common control with such specified Person)

(c) "Agreement" means this Power Purchase Agreement executed hereof, including the schedules, amendments, modifications and supplements made in writing by the Parties from time to time.

(d) "Applicable Law" means, with respect to any Person, any constitutional provision, law, statue, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement or any Governmental Authority in India having jurisdiction over such Person or its property, enforceable by law or in equity, including the interpretation and administration thereof by such Governmental Authority.

(f) "Assignment" has the meaning set forth in Section 14.1.

(g) "Business Day" means any day other than Sunday or any other day on which banks in < name of the State> are required or authorized by Applicable Law to be closed for business:

(h) "Commercial Operation Date" has the meaning set forth in Section 4. 3(b)

(i) "Consents, Clearances and Permits" shall mean all authorization, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the generation facilities and / or supply of power:

(j) "Deemed Generation" has the meaning set forth in Section 5.3 (c)

(k) "Delivery Point" shall be the single point, at a location mutually agreed by the Parties, in line with applicable regulation/ rules where Solar Power is delivered by the Power Producer from the System to the Purchaser.

(l) "Dispute" has the meaning set forth in Section 17.7 (b).

(m) "Disruption Period" has the meaning set forth in Section 5.3 (c)

(n) "Distribution Utility or DISCOM " means the local electric distribution Beneficiary and operator providing electric distribution and interconnection services to Purchaser at the Premises;

(o) "Due Date" has the meaning set forth in Section 7.4.

(p) "Effective Date" has the meaning set forth in Section 2.

(q) "Estimated Remaining Payments" means as of any date, the estimated remaining Solar Power Payments to be made through the end of the applicable Term, as reasonably determined by the Power Producer in accordance with Section 7.1.

(r) "Expiration Date" means the date on which the Agreement terminates by reason of expiration of the term.

(s) "Force Majeure Event" has the meaning set forth in Section 11.1.

(t) "Governmental Approval" means any approval, consent, franchise, permit, certificate, resolution, concession, license or authorization issued by or on behalf of any applicable Governmental Authority for the purpose of setting up of the Project and / or for sale and purchase of Solar Power of the Project pursuant to the Agreement.

(u) "Governmental Authority" means any central, state, regional, district, town, city or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

(v) “Indemnified Persons" means the Purchaser Indemnified Parties or the Power Producer-indemnified Parties, as the context requires.

(w) "Insolvency Event" means with respect to a Party, that either

i. Such party has (A) applied for or consented to the appointment of or the taking of possession by a receiver, custodian, trustee, administrator, liquidator on the likes of itself or of all or a [Type text]Substantial part of its assets or business; (B) been unable to pay its debts as such-debts become due; (C) made a general assignment for the benefit of its creditors, (D) commenced a voluntary proceeding under any insolvency or bankruptcy law;

(E)filed a petition seeking to take advantage of any other law relating to the bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts; or

(F) taken any corporate or other action for the purpose of effecting any of the foregoing;

Or

ii It is clarified that a dissolution or liquidation will not be an Insolvency Event if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization, and the resulting company retains credit worthiness similar to the dissolved or liquidated entity and expressly assumes all obligations of the dissolved and liquidated entity under this Agreement and is in a position to the perform them.

"Installation Work" means the construction and installation of the System and the Start-up, testing and acceptance (but not the operation and maintenance) thereof; all performed by or for the Power Producer at the Premises.

(x) "Invoice Date has the meaning set forth in Section 7.2.

(y) "Losses" means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys' fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing and indemnity' obligation)

(aa) "Main Metering System" means all meter(s) and metering devices owned by the Power Producer and installed at the Delivery point for measuring and recorded the delivery and receipt of energy.

(bb) "Metering Date" means the first Business day of each calendar month subsequent to the month in which the Solar Power is generated by the Power Producer. The billable units shall be equal to the difference between the meter reading on the Metering Date and the meter reading on the previous month's Metering Date.

(cc) "Party" or Parties" has the meaning set forth in the preamble to this Agreement.

(dd) "Performance Ratio" (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. PR=(Measured output in KWp / Installed plant capacity in KWp* 1000 W/m^2 /Measured radiation intensity in W/m^2)

(ee) "Person" means an individual, partnership, corporation, Limited Liability Company, business trust, Joint Stock Company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

(ff) "Power Producer Default" has the meaning set forth in Section 12.1 (a).

(gg) "Power Producer Indemnified" has the meaning set forth in Section 16.2.

(hh) "Premises" means the premises described in Schedule 1 to this Agreement. For the avoidance of doubt, the Premises include, the entirely of any and underlying real property located at the address described in Schedule 1 to this Agreement.

(ii) "Purchase Date" means the date on which title to the System transfers to the Purchaser pursuant to the Purchaser exercising its purchase option under Section 3.2.

(jj) "Purchase Price" means the fee payable by Power Purchaser to the Power Producer under the circumstances described in Section 3.2

(kk) "Purchaser Default" has the meaning set forth in Section 12.2 (a).

(ll) "Purchaser Indemnified Parties" has the meaning set forth in Section 16.1

(mm) "Representative" has the meaning forth in Section 15.1.

(nn) "Scheduled Complete Date" has the meaning set forth in Section 4.1(g)

(oo) "Selectee" means, a new company (I) proposed by the Lenders read with Schedule III hereof and approved .by the Purchaser (ii) or proposed by the Purchaser in accordance. with Schedule III hereof and approved by-the Lenders, for substituting the Power Producer for the residual period of the Agreement by amendment of the Agreement or by execution of a fresh power purchase agreement in-accordance with the terms and conditions contained in the said Schedule.

(pp) "Solar Power" means the supply of electrical energy output from the System.

(qq) "Solar Power Payment" has the meaning set forth in Section 7.1.

(rr) "System" includes the integrated assembly of photovoltaic panels, mounting, assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, and all other material comprising the Installation Work.

(ss) "System Operations" means the Power Producer's operation; maintenance and repair of the System performed in accordance the requirement herein.

(tt) "Tariff" means the price per kWh set forth in Schedule II hereto.

(uu) "Term" has the meaning set forth in Section 3.1:

1.2 Interpretation

(a) Unless otherwise stated, all references made, in this Agreement to "Sections", "Clauses" and "Schedules" shall refer respectively to Sections, clauses and Schedules of this Agreement. The Schedules to this Agreement form an integral part of this Agreement and shall have effect as though they were expressly set out in the body of this Agreement.

(b) In the Agreement, unless the context otherwise requires (i) words imparting singular connotation shall include plural and vice versa: (ii) the words "include", "includes", and "including" mean include, includes and including "without limitation" and (iii) the words "hereof", "hereto", "herein" and "hereunder" and words of similar import refer to the Agreement as a whole and not to any particular provision of the Agreement.

2. Effective Date

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

3. Terms and Termination

3.1 Term

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

3.2 Purchase Option/ Purchase Obligation

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

3.3 Conditions of the Agreement prior to installation

In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, the Power Producer may terminate the Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination.

(a) There has been a, material adverse change in the rights of Purchaser to occupy the Premises or the Power Producer to install the System at the Premises.

(b) The Power Producer has determined that there are easements, Capacity Cost Recovery (CCRs) or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)

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

4.1 Installation Work

a) The Power Producer will cause the Project to be designed, manufactured, supplied, engineered, erected, tested and commissioned, operated & maintained and constructed substantially in accordance with NIT No dated: and the sanction letter issued by <NAME OFEXPERT PSU>. The Power Producer shall provide to the Purchaser a bill of materials listing the major equipment constituting the System. Such bill of materials shall be provided within 30 days of the Commercial Operation Date.

b) The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

c) It is agreed between the Parties that the Power Producer shall commission the System with a capacity as per Schedule-I. Power Producer may construct a System of smaller size if it receives only part approval of government subsidies or for any other material commercial reason, as mutually agreed between the Parties in writing, In the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties in writing.

d) The Power Producer shall provide and lay the dedicated electrical cables for transmission of Solar Power from the System up to the Delivery Point. Transmission or distribution of Solar Power beyond this point will be the responsibility of the Purchaser. The Delivery Point shall be where the Main Metering System is located.

e) Unless otherwise agreed between the Parties, the Power Producer shall not do

(a) Chipping of rooftop; or (b) water proofing of roof to be disturbed ;(c) Carry out any other modification of the Premises without the written consent of the Purchaser.

f) The Power Producer shall maintain general cleanliness of area around the Project during construction and operation period of the Project. In case any damages is caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good rectified by the Power Producer at their cost.

g) The Power Producer shall, within fifteen (15) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved from the Power Purchaser within 3 working days from the submission of the drawings. If the Purchaser has any objection/'recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) working days of the date of submission of the Shop Drawings. Any delay will extend the Effective Date and such approval shall not be unreasonably withheld. Subject to any punch-list items which shall be agreed by the. Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within the scheduled completion period from the Effective Date ("Scheduled Completion Date"). Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.

h) If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchaser Default), the Power Producer or its contractor shall pay to <NAME OF EXPERT PSU> genuine pre-estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the <NAME OF EXPERT PSU>NIT appended as schedule -VI as per respective NIT document to this Agreement.

i) The Purchaser shall ensure that all arrangements and infrastructure for receiving Solar Power beyond the Delivery Point are ready on or prior to the Commercial Operation Date and is maintained in such state in accordance with applicable laws through the Term of the Agreement.

j) Power Producer shall fulfill all obligations undertaken by it under this Agreement.

4.2 Approvals and Permits

Each of the Parties shall assist the other Party in obtaining all necessary Government Approvals, third party approvals and permits including but not limited to those listed in Schedule V hereto and any waivers, approvals or releases required pursuant to any applicable CCR.

4.3 System Acceptance Testing

(a) The Power Producer shall give 10 days' advance notice to conduct the testing of the Project and shall conduct testing of the Project in the presence of Purchaser's designated representative.

(b) If the results of such testing indicate that the System is capable of generating electric energy (at full rated KWp) for 5 continuous hours using such instruments and meters as have been installed for such purposes, then the Power Producer shall send' a written notice to Purchaser to that effect, and the date of successful conducting such tests and injection of Power at Delivery Point shall be the "**Commercial Operation Date**"

5 System Operations

5.1 The Power Producer as Owner and Operator

The System will be legally and beneficially owned by the Power Producer and will be operated and maintained and, as necessary, repaired by the Power Producer at its sole cost and expense. Replacement of spare parts if any shall be responsibility of Power Producer for the complete period of Agreement. If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser.

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

5.2 Metering

(a) The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System.

(b) The meter will be read by Power Producer's personnel on the Metering date. The authorized representative of the Purchaser shall be present at the time of meter reading. Both the Parties shall sign a joint meter reading report. However, in case the Joint meter reading report is not signed in the first three business days of any month due to non-availability of the Purchaser's authorized representative, the report signed by the Power Producer shall be considered as Joint Meter Reading Report. The Parties agree that such Joint meter reading Report shall be final and binding on the Parties.

(c) The Main Metering System at the Delivery Point and any additional meters required by Applicable Law shall be tested, maintained and owned by the Power Producer.

(d) The Power Producer shall connect the solar output to the existing system of the Purchaser as per the requirements and guidelines of the state DISCOM.

(e) The Purchaser may, at its own discretion, install a check meter, at its cost, to verify the measurements of the Main Metering System.

(f) The title to the Solar Power supplied by the Power Producer shall pass to the Purchaser at the Delivery Point.

(g) Power Producer shall be responsible for transformer etc. "if required" & metering as per respective clause of NIT (reference to be quoted).

5.3 System Disruptions

(a) Availability of premises: Purchaser will provide full access of the site to Power Producer for installation, operation and maintenance of solar power plant during the period of Agreement. Power Purchaser will also provide restricted access of the Premises to Power Producer for operation and maintenance of solar power plant.

(b) Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.

(c) Roof Repair and other System Disruptions In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair required the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "**Purchaser Act**") result in a disruption or outage in System production, and such events attributable to Purchaser (except Force majeure, then, in either case) Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and re-assemble the system after completion of the repair work and (ii) continue to make all payments for the Solar Power during such period of System disruption (the "**Disruption Period**"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate. Over the preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation). Power producer shall inform about the 'disruption or outage in System production, for reasons attributable to purchaser in 'writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Purchaser.

6 Delivery of Solar Power

6.1 Purchaser Requirement:

Purchaser agrees to purchase one hundred percent (100%) of the Solar Power generated by the System and made available by the Power Producer to Purchaser at the Delivery Point during each relevant month of the Term. In the event that the

Purchaser is unable to off take 100% of the electricity generated, when it is generated, then Deemed Generation will apply only in case following conditions:

a) In the event Power Producer is generating power more than the available load, and the Purchaser is not able to export or record the excess units generated due to faults in the equipment's of the Purchaser e.g., Net meter Cables, Equipment's etc., which may stop the feeding / record of the Solar Power generated.

b) In the event that the Purchaser fails to ensure adequate space for solar equipment to ensure that other structures do not partially or wholly shade any part of the Solar Power Plant and if such shading occurs, the Power Producer may apply for Deemed Generation furnishing the calculation for loss in generation due to such shading supported by the relevant data, which shall be approved by Purchaser within one month of submission failing which the Power Producer shall claim provisional deemed generation till the issue is finally settled.

6.2 Estimated Annual Production

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

6.3 Suspension of Delivery

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

7 Tariff and Payments

7.1 Consideration Purchaser shall pay to the Power Producer a monthly payment (the "**Solar Power Payment**") for the Solar Power generated by the System as per the Metering clause 5.2 (b) above during each calendar month of the Term equal to the actual Monthly Production as recorded in Joint Meter Reading Report for the System for the relevant month multiplied by the Tariff irrespective of (i) whether any or all units of Solar Power has been drawn, consumed or utilized by Purchaser and / or (ii) whether any Solar Power has been injected, whether inadvertently or otherwise, into the grid of the Distribution Utility. The Power Producer will bill the Purchaser for each KWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time. As detailed in Schedule - II, the Tariff will be equal to Rs.--------- /kWh levelized tariff as per <NAME OF EXPERT PSU> allocations. The 'year' Considered shall be the financial year which April 1st to 31st March of every year as per <NAME OF EXPERT PSU> Schedule II provides a detailed year on year tariff schedule.

7.2 Invoice

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

7.3 The invoice to the purchaser shall include.

(a) The Solar Power calculations for the relevant billing period.

(b) Supporting data, documents and calculations in accordance with this Agreement.

7.4 Time of payment

Purchaser shall pay all amounts due hereunder within 30 days after the date of the receipt of the invoice via email or post ("**Due Date**").

7.5 Method of Payment

Purchaser shall make all payments under the Agreement by Cheque / demand draft/ electronic funds transfer only in immediately available funds to the' account designated by the Power Producer from time to time.. All payments made hereunder shall be non-refundable, subject to the applicable tax deduction at source, and be made free and clear of any other tax, levy, assessment; duties or other charges and not subject to reduction, set-off, or adjustment of any kind. Further, if any taxes and duties are leviable currently or in future, such taxes and duties shall be paid by the Purchaser over and above the solar electricity tariff mentioned in this agreement. Such taxes and duties could include, but not restricted to Electricity Duty, Cross Subsidy Surcharge, Additional Surcharge, and Tax on Sale of Electricity (TOSE). If the Purchaser deducts any tax at source, the Purchaser will issue a tax credit certificates as per law.

7.6 Late Payment Surcharge/ Early Payment Discount

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

7.7 Disputed Payments

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

Power Producer, If the dispute is still-not resolved by the next following invoice if shall be 'referred to Arbitration as provided in the present Agreement.

7.8 Change in Law:

(a) For the Purpose of this section 7.8, the term "Change in Law" shall mean the occurrence of any of the following events after the dead line for bid submission , resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer. The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or

(i) A change in the interpretation of any Law by any Governmental Authority having the legal power to interpret or apply such Law, or any competent court; or

(ii) The imposition of a requirement, for obtaining any Government Approvals which was not required earlier; or

(iii) a change in the terms and conditions prescribed for obtaining any Government Approvals or the inclusion of any new terms or conditions for Obtaining such Government Approvals; or

(iv) Any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement. Any benefit due to change in tax on the sale of solar energy shall be passed on to Purchaser.

(v) Any benefit arising due to change in above para (i) to (iv) shall be passed on to the Purchaser. But not include any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer.

(b) Application and Principles for computing impact of Change in Law:

While determining the consequence of Change in Law under this Article 7.8, the Parties shall have due regard to the Principle that the purpose of compensating the Party affected by such change in Law, is to restore through monthly bill payment, to the extent contemplated in this Article 7.8, the affected Party to the same economic position as if such Change in Law has not occurred and such impact shall be mutually decided in writing.

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

(i) The date of adoption, promulgation, amendment, re-enactmentorrepeal of the Law or Change in Law; or

(ii) The date of order/ judgment of the competent court; of tribunal or Governmental Authority, if the Change in •law is on account of a change in interpretation of Law.

8 General Covenants

8.1 Power Producer's Covenants

The Power Producer covenants and agrees to the following:

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

(b) **System Condition:** The Power Producer shall take all actionsreasonably necessary to ensure that the System is capable of providing Solar Power at a commercially reasonable continuous rate: Subject to there being no Purchaser Default, the Power Producer 'shall provide 24 x 7 offsite / offsite Monitoring and maintenance of the System throughout the period of this agreement at no additional cost.

(c) The System shall meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the daily normalized irradiance levels of the location during the O&M period. PR shall be minimum of 75% at the time of inspection for initial Project acceptance.

(d) **Governmental Approvals :** While providing the Installation work,solar Power and System Operations, the Power Producer shall obtain and maintain and secure all Governmental Approval required to be obtained and maintained and secured by the Power Producer and to enable the Power Producer to perform such obligations

(e) The interconnection of the solar system with the network of the distribution licensee shall be made as per the technical standards for connectivity of distributed generated resources regulation's .as may be notified by the competent authority. The interconnection of the solar system shall be as per the contracted load and / or respective voltage level applicable to the Purchaser as per the provisions of the guidelines issued by the competent authority.

(f) Health and Safety: The Power Producer shall take all necessary and reasonable safety precautions with respect to providing the installation Work, Solar Power, and System Operations that shall comply with all Applicable Law pertaining-to the health and safety of persons and real and personal property.

8.2 Power Producer's Representatives

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

Name:_____

Telephone: _____

Email: _____

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

Name:

_____

Telephone: _____

Email: _____

8.3 Purchaser's Covenants

Purchaser covenants and agrees to the following:

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

(b) **Liens:** Purchaser shall not directly or indirectly cause, create, incur, assume orsuffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Clause, it shall immediately notify the Power Producer in writing, and shall promptly cause such Lien to be discharged and released of record without any cost to the Power Producer, and shall indemnify the Power Producer against all costs and expenses (including reasonable attorneys fees and court costs) incurred in discharging and releasing such Lien.

(c) **Consents and Approvals:** Purchaser shall ensure that any authorizationsrequired of Purchaser under this Agreement, including those required for installation of System at the Premises and to drawl consume Solar Power are provided in a timely manner. The Purchaser shall cooperate with the Power Producer to obtain such approvals, permits, rebates etc.

(d) **Access to Premises Grant of License:** Purchaser hereby grants to the Power Producer a license co-terminus with the Term, containing all the rights necessary for the Power Producer to use portions of the Premises for the installation, operation and maintenance of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for the Power Producer and its employees and authorized representatives and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring with the consent and approval of the Purchaser's authorized

representative identified by the Purchaser. Photo IDs will be provided by the Power Producer. Power Purchaser will assist in availing permissions to the site.

(e) **Security:** The building which has enhanced security of Solar Power System Purchaser will keep the premises locked. lnspite of these measures, if any damages to the System takes place due to theft or vandalism then the same shall be claimed or reimbursed through insurances by Power producer. In case of theft and vandalism acts, the Purchaser will assist the Power Producer in procedures of filing FIRs, insurance claims and any other related activities.

Whenever, the damages to the System occurs (except due to negligence of Power Producer) then the same shall be jointly assessed by both the Parties and a severity level will be decided, which will further decide the duration offered to the Power Producer to correct the damage, and the Power Producer shall he paid the amount on the basis of 'Deemed generation' for such a period. Power Producer shall be entitled to any insurance proceeds received for damages in this clause. Purchaser will not conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. If System is damaged due to any such activity or through any other agency contracted by the Purchaser directly or indirectly, such damage will be borne by the Purchaser.

(f) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (a) the Power Producer shall have access to the Premises and System during the Term of this Agreement, and (b) neither Purchaser nor Purchaser's landlord will interferer or handle any of the Power Producer's equipment or the System without written authorization from the Power Producer.

(g) **Temporary storage space during installation :** Purchaser shall provide sufficient space at the Premises for the temporary storage and. staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary Construction, trailers and facilities reasonably necessary during the Installation Work, System Operations and access for rigging and material handling.

(h) Sunlight Easements: Purchaser will take all reasonable actions as necessary to prevent other building, structures or flora from overshadowing or otherwise blocking access of 'sunlight to the System, including but not limited to-such actions as may be reasonably necessary to obtain a solar access easement for such purpose.

(i) Evacuation — Purchaser shall off take 100% of the Solar Power generated from the Delivery Point, and pay all invoices raised by the Power Producer under this Agreement by the 'Due Date and pay interest on delayed payments, if any, as per this Agreement.

(j) **Water** - Power Purchaser at zero cost shall arrange Raw Water at a given point as per the requirements of the Power Producer, for periodic cleaning of the solar panels (---------- liters - twice a month).

(k) **Auxiliary Power** — The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its system, if available and possible, at the rate Purchaser is paying to the DISCOM.

(l) **Relocation -** If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.6. During any interruption in generation during such relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).

9 Representations & Warranties

9.1 Representations and Warranties Relating to Agreement Validity In addition to any other representations and warranties contained in the Agreement, each Party represent and warrants to the other that:

(a) It is duly organized and validly existing and in good standing in the jurisdiction of its incorporation;

(b) It has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement.

(c) It has taken all requisite corporate or other action to approve the execution, delivery, and performance of the Agreement;

(d) The Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms;

(e) There is not litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of it's business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and

(f) Its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under (i) any contract or agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

10 Taxes and Governmental Fees

10.1 Purchaser obligations

Purchaser shall pay for any taxes, fees or charges (such as Cross Subsidy Surcharge, Additional Surcharge, Electricity Duty, etc) imposed or authorized by any Governmental Authority in future on sale of the Solar Power to Purchaser pursuant to clause 7. The

Power Producer shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by the Power Producer in the monthly bills and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income or other taxes, and any other amounts assessed against it due to its purchase of the Solar Power. This Section 10.1 excludes taxes specified in Section 10.2.

10.2 Power Producer Obligations

The Power Producer shall be responsible for all income taxes and any and all franchise fees or similar fees assessed against it due to its ownership of the System. The Power Producer shall not be obligated for any taxes payable by or assessed against Purchaser based on or related to Purchasers overall income or revenues.

11 Force Majeure

11.1 Definition

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

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

11.3 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shill be entitled to terminate the Agreement and if such Force Majeure Event continues for further ninety (90) days period, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall

have any liability to the other (other than any such liabilities that have accrued prior to such termination).

12 Default

12.1 Power Producer Defaults and Power Purchaser Remedies

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

(i) An Insolvency Event shall have occurred with respect to the Power Producer;

(ii) Failure to achieve Commissioning of the System within the period as per NIT document; and

(iii) The Power Producer breathes any material term of the Agreement and

(a) if such breach can be cured within sixty (60) days after Purchaser's written notice of such breach and the-Power Producer fails to cure the same; or (B) the Power Producer fails to commence and pursue a cure within such sixty (60) days period if a longer cure period is needed.

(b) Purchaser's Remedies:

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

(ii) Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article; the Purchaser shall be at liberty avail the services of any other firm / Successful Bidder.

(iii) Following the issue of Purchaser Preliminary Default Notice, it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Power

Producer's Default having regard to all the circumstances: If the Power Producer Default is not cured within a period of sixty (60) days of the issue of Purchaser Preliminary Default Notice or any other such period mutually agreed upon by the Parties, the Purchaser shall have the right to terminate this Agreement by issuing a Purchaser Termination Notice.

(iv) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to-make payment within sixty (60) days from the date of Purchaser Termination Notice towards compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the

estimated Solar Power generated for a period of two years following the termination, considered on normative capacity utilization factor.

(v) if the Power Producer fails to remove the System from the Premises within one month from me date of termination, the Purchaser shall be entitled to dispose of the System in any manner it deems fit.

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

12.2 Power Purchaser Defaults and Power Producer's Remedies

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

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

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

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

(b) Power Producer's Remedies: If a Purchaser Default described in Sections 12.2 (a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the Power Producer shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination, (A) the Power Producer shall be entitled to receive from Purchaser the Purchase Price. The Purchase Price payable shall be the Purchase Price Specified in Schedule III that falls on such date. Upon the payment of the Purchase Price, the Power Producer shall cause the title of the System to transfer to the Purchaser and (b) the Power Producer may exercise any other remedy it may have at law or equity or under the Agreement.

13 Limitations of Liability

13.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the Agreement.

13.2 Subject to the provisions of the Agreement, the Power Producer shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the Power Producer, or contractors engaged by the Power producer in connection with Power Producer and shall not be deemed to be employees, representatives, contractors of the Purchaser Nothing contained in the Agreement or in any agreement or contract executed by the Power Producer shall be construed to create any contractual relationship between any such employees, representatives or contractors and the Purchaser.

13.3 Notwithstanding any liability. or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the Purchaser can claim compensation under any insurance policy, shall not be charged to or payable by the Purchaser

14 Assignment & Novation

14.1 Assignment: Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party ("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser ,if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.

14.2 **Novation:** The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party. If the parties agree to do Novation then separate Novation agreement shall be executed.

14.3 Notices

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

Power Producer's address and contact details:

Purchasers address and contact details:

14.4 Notice

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

15. Confidentiality

15.1 Confidentiality obligation

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

(b) If the Purchaser provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copy righted or trademarked information, ("Confidential Information") to the Power Producer or, if in the course of performing under the Agreement or negotiating the Agreement the Power Producer learns Confidential Information regarding the facilities Or plans of the Purchaser, the Power Producer shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary

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

15.2 Permitted Disclosures

Notwithstanding any other provision contained herein, neither Party shall be required to hold confidential any information that;

(a) Becomes publicity available other than through the receiving Party.

(b) Is required to be disclosed under Applicable Law or pursuant to a validity issued notice or required filling, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement

(c) Is independently developed by the receiving Party ; or

(d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

16 Indemnity

16.1 Power Producer's Indemnity

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

16.2 Purchaser's Indemnity

Subject to Section 13, Purchaser agrees that it shall indemnity, defend and hold harmless the Power Producer, its permitted successors and assigns and their respective directors, officers,

employees, contractors, sub-contractors, and agents (collectively, the "Power Producer indemnified Parties") from and against any and all Losses incurred by the Power Producer Indemnified Parties to the extent arising from or out of any claim for or arising out of any injury to or death or any Person or loss or cl6mage to property of any Person to the extent arising out of Purchaser's negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any rowel Producer Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Power Producer Indemnified Party.

17. Miscellaneous

17.1 Amendments

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

17.2 Goodwill and Publicity

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

17.3 Industry Standards

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

17.4 Cumulative Remedies

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

17.5 No Waiver

The failure of the Power Producer or Purchaser to enforce any of the provisions of the Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment

on its part of any such provision in any other instance or of any other provision in any instance.

17.6 Survival

The obligations under Section 8:1 (d) (Power Producer Covenant), Sections 8.3(d), (e), (f) and (g) (Purchaser Covenants), Section 10 (Taxes and Governmental Fees), Section 13 (Limitation of Liability) Section 12.2 (Notices), Section 15 (Confidentiality), or pursuant to other provisions of this Agreement that, by their nature and context, are intended to survive. Termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

17.7 Governing Law & Jurisdiction

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

(b) In the event of any Dispute, difference of opinion or dispute or claim arising out of or relating to this Agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be resolved by conciliation. Any Dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given below. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made. Cost of conciliation shall be equally shared by both the parties.

(c) Arbitration Procedure:

Settlement of Dispute:

If any dispute of any kind whatsoever arises between Purchaser and Power Producer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given inAccordance with Sub Clause , shall be finally settled by arbitration.

In case the Contractor (Power Producer) is a Public Sector Enterprise or a Government Department:

In case the Contractor is a Public Sector Enterprise or a Government

Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator

in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises

The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

In All Other Cases

In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Purchaser and the Power Producer shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Jaipur.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

Cost of arbitration shall be equally shared between the Power Producer and Purchaser.

17.8 Severability

If any term, covenant or condition in the Agreement shall, to arty extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not

be affected thereby, and each term, covenant or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.9 Successors and Assigns

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

17.10 Counterparts

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

17.11 Independent Service Provider

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

17.12 Non-Exclusive Agreement

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

17.13 Entire Agreement

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

17.14 Insurance

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

17.15 Annual accounts reconciliation shall be conducted annually between the Power Producer and Purchaser.

17.16 Entire Agreement

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

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

FOR & ON BEHALF OF		**FOR & ON BEHALF OF**	
POWER PURCHASER		POWER PRODUCER	
Signature:		Signature:	
Name:		Name:	
Designation:		Designation:	

WITNESSES			**WITNESSES**		
1)	Signature:		1)	Signature:	
	Name:			Name:	
	Designation:			Designation:	

WITNESSES			**WITNESSES**		
2)	Signature:		2)	Signature:	
	Name:			Name:	
	Designation:			Designation:	

SCHEDULE-I

Description of the Premises:

Premises Overview	
Segment	
Type of Roof	
Hours of Operation	
Security	
	Capacity and Area Requirement
Capacity	____ kWp
Module Area	____ sqr mtr (PV System)
Number of Building	____
Roofs /Spare land	
Capacity	_____
Distribution	

SCHEDULE-II

Following are the details of the tariff agreed between the parties.

Purchase shall pay power producer for solar power at the rate equal to INR /kWh which is the levelized tariff as per <NAME OF EXPERT PSU> allocation. Year wise tariff is as follows;

YEAR 1	
YEAR 2	
YEAR 3	
YEAR 4	
YEAR 5	
YEAR 6	
YEAR 7	
YEAR 8	
YEAR 9	
YEAR 10	
YEAR 11	
YEAR 12	
YEAR 13	
YEAR 14	
YEAR 15	
YEAR 16	
YEAR 17	
YEAR 18	
YEAR 19	
YEAR 20	
YEAR 21	
YEAR 22	
YEAR 23	
YEAR 24	
YEAR 25	

In

The fees and payment details are provided in detail under clause 7 of this agreement

SCHEDULE III

The following is the purchase value of the system over a period of 25 years.

This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure.
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

The Price reference taken for calculating the total cost of the system is as per NIT

Rates for the state of h~~ve used the C~~ERC guidelines for arriving at the Project cost.

Year of Term (End of Year)	**Calendar Year**	**Purchase Price in Crores (Rs)**
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

SCHEDULE-IV

	Projec t :	_____ kWp Solar On-Grid Power Project ____		
	Locati on :			
			Design Criteria	
	Expected Yearly Energy Generation Sheet			
End of	Yearly Degradation		Global incident in	Energy injected
Year	'MWh' (Modules &		coll. Plane (GlobInc)	into grid (E_Grid)
	Syste m)		'kWh/Sq.mtr' Yearly	'MWh' Yearly 'A'

Client :	Degradation consider in PV system generation data		
1.	1.0%		
2.	1.0%		
3.	1.0%		
4.	1.0%		
5.	1.0%		
6.	1.0%		
7.	1.0%		
8.	1.0%		
9.	1.0%		

10.	1.0%		
11.	1.0%		
12.	1.0%		
13.	1.0%		
14.	1.0%		
15.	1.0%		
16	1.0%		
17	1.0%		
18	1.0%		
19	1.0%		
20	1.0%		
21	1.0%		
22	1.0%		
23	1.0%		
24	1.0%		
25	1.0%		

SCHEDULE-V

Government approvals

1. To be obtained by the power producer

All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system and generation and supply of solar power from the Project.

2. To be obtained by Power Purchaser

Any authorizations required of purchaser, including those required for installation of system at the premises. Permissions and coordination with DISCOM or any related organization for NET METERING. Power Purchaser will apply for net metering and bear the cost of net meter & Security Deposit and statutory charges only.

REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

Purchase Price for …… ….kWp system @ Rs. __ /- Watt.

SNo	Year	Salvage Value (Rs.)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

SCHEDULE-VI

Both the parties shall abide by the terms of NIT issued by RAJASTHAN ELECTRONICSAND INSTRUMENTS LIMITED with NIT No: ----------Dated ----------and any amendments thereto.

SCHEDULE-VII

(SELECTEE)

1. **Substitution of the Power Producer:**

The lender may seek to exercise the right of substitution by an amendment or novation of the Agreement executed between Power Producer and the Purchaser in favour of the Selectee, The Purchaser and the Power Producer shall co-operate with the lender to carry out such substitution.

2. **Substitution Notice:**

Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Lender, upon receipt of a written advice from the Purchaser confirming such failure, shall be entitled to notify the Parties of the intention of the Lender to substitute the Power Producer by the Selectee for the residual period of this Agreement (the "Substitution Notice").

3. **Interim Operation of Project:**

a. On receipt of a Substitution Notice, no further action shall be taken by any Party to terminate this Agreement, except under and in accordance with the terms of this Schedule VII of this Agreement.

b. On issue of a Substitution Notice, the Lender shall have the right to request the Purchaser to enter upon and take over the Project for the interim and till the substitution of the Selectee is complete and to otherwise take all such steps as are necessary for the continued operation and maintenance of the Project, and the Power Producer shall completely cooperate in any such takeover of the Project by the Purchaser.

c. If the Purchaser refuses to take over the Project on request by the Lender in accordance with clause 3(b) above, the Power Producer shall have the duty and obligation to continue to operate the Project. In accordance with this Agreement till such time as the Selectee is finally substituted.

d. The Lender and the Purchaser shall simultaneously have the right to commence the process of substitution of the Power Producer by the Selectee in accordance with these terms, and the Power Producer hereby irrevocably consents to the same.

4. **Process of Substitution of Power Producer:**

a. The Lender may, on delivery of a Substitution Notice notify the Purchaser and the Power Producer about the Lender's decision to invite and negotiate, at the cost of the Lender, offers from third parties to act as Selectee, either through private negotiations or public auction and / or a tender process, for the residual period of this Agreement. Subject to and upon approval of the Purchaser, such Selectee shall be entitled to receive all the rights of the Power Producer and shall undertake all the obligations of the Power Producer under this Agreement and any other Project documents executed between the Power Producer and the Purchaser, in accordance with these terms of substitution.

b. Upon the Purchaser approving the Selectee, the Power Producer shall transfer absolutely and irrevocably, the ownership of the Project to such Selectee simultaneously with the amendment or novation of this Agreement and other Project documents executed between the Power Producer and Purchaser in favour of the Selectee.

Annexure-X

REIL DETAIL FOR BANK GUARANTEE (BG)

SNO.	DESCRIPTION	REIL DETAIL
01.	**Name and Address of the Bank**	Punjab National Bank, Mid Corporate Branch, M.I. Road, Jaipur, Rajasthan
02.	**Branch Code**	0221
03.	**Account No.**	0221008700000152
04.	**MICR Code**	302024003
05.	**IFSC Code**	PUNB0022100
06.	**GSTIN of REIL**	08AABCR1528G1ZL
07	**PAN No. of REIL**	AABCR1528G

FORMAT 1

COVERING LETTER

(To be submitted on Bidder's letter head)

Addl. General Manager (PMC),
Rajasthan Electronics & Instruments Limited,
2, Kanakpura Industrial Area, Jaipur-302034
Rajasthan

Sub: Notice Inviting Tender (NIT) for "for "Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Mode.

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the Notice Inviting Tender (NIT) for Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Mode. We have no reservations to the NIT documents including all corrigenda and agree to comply with the conditions stipulated therein completely. We hereby quote the capacity as per the following: -

Sr. No.	Region	States	Quoted Capacity (KWp)

We, the undersigned, hereby submit/ upload our Technical Bid and Financial Bid (Price Schedule) for the works in conformity with the said Tender Documents.

1. Our Credentials:

a) We are submitting this bid: -

- On our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted.

2 Our Eligibility and Qualifications to participate

We comply with all the Eligibility and Qualification Criteria stipulated in Clause 2 of Section- I and Section- VI of this NIT Document, and the relevant declarations/documents are attached along with our bid.

3 Prices

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Bid (Price Bid BOQ). It is hereby confirmed that the prices quoted therein by us are:

a) based on terms & conditions of the NIT.

b) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

i. those prices; or

ii. the intention to submit an offer; or

iii. the methods or factors used to calculate the prices offered.

c) have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

4 Affirmation to terms and conditions of the Tender Document

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservation. We also explicitly confirm acceptance of the dispute resolution clause as given in the NIT Document.

5 Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period up to -------, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

6 Non tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall make us liable for punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

7 Bid Security, if applicable

We have enclosed a Bid Security of Rs…….(Insert Amount), in the form of bank guarantee no……..(Insert number of the bank guarantee) dated……[Insert date of bank guarantee] as per Format ……from ……..(Insert name of bank providing Bid Security) and valid up to …….in terms of Clause ……of this NIT.

8 Performance Guarantee

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the project. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

9 Signatories

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in FORMAT 4A/4B/4C as applicable. We acknowledge that our digital/digitized signature is valid and legally binding.

10 Familiarity with Relevant Laws & Regulations of India

We confirm that we have studied the provisions of the relevant laws and regulations of India as required to enable us to submit this Bid and execute the NIT Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in NIT have been fully examined and considered while submitting the Bid

11 Contact Person

Details of the contact person are furnished as under:

Name : ……

Designation ……....

Company ……

Address ……

Phone/Mobile Nos. …….

E-mail address : …….

12 Rights of the Procuring Entity to reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

……..

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of

[Name & Address of Bidder and seal of company]

FORMAT-2

GENERAL PARTICULARS OF THE BIDDER

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

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.	Reference of any documentation formation attached by the Bidder other than specified in the NIT.	
8.	Bidder is listed in India	Yes/No
9.	TIN No.	
10.	CST	
11.	GST No.	
12.	PAN No.	
13.	Service Tax (ST-2)	
14.	Certificate of Incorporation of Bidder/Affiliate (as applicable) enclosed	Yes/No
15.	Partnership deed or LLPF/Sole Proprietor Registration (as applicable) enclosed	Yes/No
16.	Whether the bidding company is MSEs/Startups as on the bidding date	Yes/No

Signature with Company seal

Name:
Designation:
E-mail Id:

FORMAT-3

FORMAT FOR EMD BANK GUARANTEE

M/s._____ (Name & Address of the Firm) having their registered office at _____ (Address of the firms Registered office) (Hereinafter called the 'bidder') wish to participate in the tender No. _____ of _____ Rajasthan Electronics & Instruments Limited (REIL) and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") Rs. _____ (Amount of EMD) valid till_____ (Mention here date of validity of this Guarantee which from the date of the submission of Tender's offer) which is required to be submitted by the bidder along with the tender.

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at _____ (address of Bank's Registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Rajasthan Electronics & Instruments Limited or any officer authorized by it in this behalf any amount not exceeding Rs. (Amount of E.M.D.), (Rupees _____ (In words) to the said Rajasthan Electronics & Instruments Limited on behalf of the bidder.

We _____ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the bidder within its validity or Non submission of Security Deposit by the bidder within one month from the date tender or a part thereof has been accepted by the Rajasthan Electronics & Instruments Limited would constitute a default on the part of the bidder and that this Bank Guarantee is liable to be invoked and en-cashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the bidder and that the en-cashed amount is liable to be forfeited by the REIL.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the bidder and the REIL.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. REIL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the REIL directly.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees_____ _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____(Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date: -

Please mention here Complete Postal Address of the Bank with Branch Code, Telephone.

SIGNATURE OF THE BANK'S
AUTHORISED SIGNATORY WITH
OFFICIAL ROUND SEAL

Note -1: The Bank Guarantee (B.G) shall be from the Nationalize Banks or Schedule Commercial Bank.

Note -2: The B.G shall be signed by two bank officer jointly if the amount of B.G is more than Rs 50,000/- and B.G must have proper B.G number as per R.B.I guidelines.

FORMAT-4A

POWER OF ATTORNEY

(for Sole bidder)

(To be on non-judicial stamp paper (value as prescribed in State/UT)

Know all men by these presents, we _____do hereby constitute, appoint and authorize Mr/Ms_____ who is presently employed with us and holding the position of _____as our Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Works "Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model,", including signing and submission of all documents and providing information/responses to Rajasthan Electronics & Instruments Limited, Jaipur , representing us in all matters, dealing with Rajasthan Electronics & Instruments Limited, Jaipur in all matters in connection with our Bid for the said Works.

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

Dated this the_____ day of _____20_____.

(Signature of Authorized Signatory)

_____

(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

This Power of Attorney shall be executed in English and according to the applicable laws in the Bidder's country, taking into account the notes stated below:

(1) The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure

(2) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Bidder.

(3) For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming apostille certificate.

FORMAT-4B

POWER OF ATTORNEY

(For Authorized Representative of JV/ Consortium Member)

(To be on non-judicial stamp paper (value as prescribed in State/UT)

Know all men by these presents, we _____do hereby constitute, appoint and authorize Mr/Ms_____ who is presently employed with us and holding the position of _____as our Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for "Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model, including signing and submission of all documents and providing information/responses to Rajasthan Electronics & Instruments Limited, Jaipur, representing us in all matters, dealing with Rajasthan Electronics & Instruments Limited, Jaipur in all matters in connection with our Bid for the said Works.

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

Dated this the_____ day of _____20_____.

(Signature of Authorized Signatory)

_____

(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

This Power of Attorney shall be executed in English and according to the applicable laws in the Bidder's country, taking into account the notes stated below:

(1) In the case of existing JV/Consortium, a certified copy of (JV/Consortium) Agreement shall be furnished.
(2) The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
(3) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.
(4) For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming Apostille certificate.

FORMAT-4C

POWER OF ATTORNEY

(For Authorized Representative for JV/ Consortium)

(To be on non-judicial stamp paper (value as prescribed in State/UT)

Whereas, the Managing Director of Rajasthan Electronics & Instruments Limited, Jaipur, which is owned by the Government of India, has invited Bids for "Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model and Whereas, the members of the JV/Consortium comprising of M/s. _____(*Lead Member*)_____, M/s. _____, are interested in submission of bid for this Works of in accordance with the terms and conditions contained in the Bid documents.

Whereas, it is necessary for the members of the JV/Consortium to designate representative of the lead member as the authorized representative, with all necessary power and authority to do, for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium's Bid for the Works.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____ (Lead Member) _____, M/s. _____, ,hereby designate Mr./Ms. _____, being the representative of the Lead Member of the JV/Consortium, as the Authorized Representative of the JV/Consortium, to do on behalf of the JV/Consortium , all or any of the acts, deeds or things necessary or incidental to the JV/Consortium's bid for the contract, including submission of the bid, participating in conferences, responding to queries, submission of information/documents and generally to represent the JV/Consortium in all its dealings with Rajasthan Electronics & Instruments Limited, Jaipur in connection with the contract for the said work until culmination of the process of bidding till the Contract Agreement is entered into with Rajasthan Electronics & Instruments Limited, Jaipur and thereafter till the expiry of the LOA.

In the event of the above Authorised Representative being replaced by or dissociating with/leaving the Lead Member, the Lead Member shall immediately appoint another of its employee as its Authorised Representative duly with the consent of other JV/Consortium members. During all such period when the lead member is not able to have an Authorised Representative, the MD/Chairman of the Lead Member will be considered to be the Authorised Representative for the purpose of this bid and subsequent contract (if applicable).

We hereby agree to ratify all acts, deeds and things lawfully done by authorized representative, our said representative, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid representative shall and shall always be deemed to have been done by us (JV/Consortium).
Dated this the_____ day of _____20_____.

(Signature)

(Name in Block letters of Executants)

Seal of Company

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

This Power of Attorney shall be executed in English and according to the applicable laws in the Bidder's country, taking into account the notes stated below:

(1) In the case of an existing JV/Consortium, a certified copy of JV/Consortium Agreement shall be furnished.
(2) The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law

in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(3) Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.

(4) For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming Apostille certificate.

FORMAT FOR JV/CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value purchased in any State/UT)

The Members of the JV/Consortium shall provide a JV/Consortium Agreement for JV/Consortium Participation and which includes at least the following:

M/s____ {Insert Name of Lead Member} _____, having its registered office at _____ (hereinafter referred to as "_____"), is the Lead Member of the JV/Consortium and act as the Authorized Representative of the JV/Consortium on first part; and

M/s____ {Insert Name of Member} _____having its registered office at_____ (hereinafter referred to as "_____"), shall act in the capacity of a Joint Member of the JV/Consortium on the other part.

The expressions of _____ and _____ and _____ shall wherever the context permits, mean and include their respective legal representatives, successor interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party".

WHEREAS:
Rajasthan Electronics & Instruments Limited, Rajasthan, India, which is owned by the Government of India [hereinafter referred to as "Employer"], has invited bids for "Implementation of 15 MWp Grid Connected Solar Power Plants for Government Buildings in Different States/ Union Territories of India under RESCO Model"].

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) The following documents shall be deemed to form and be read and construed as an integral part of this JV/Consortium Agreement:
   a. Invitation for Bid.
   b. Bidding Documents issued by the Employer.
   c. Any Addenda to the Bidding Documents issued by the Employer.
   d. The Bid submitted on our behalf jointly by the Authorised Representative from the Lead Member.

2) The `Parties' have studied the Bid Documents and have agreed to participate in submitting a `Bid' jointly.

3) Mr./Ms. _____, authorised representative of the Lead Member and an employee of the Lead Member whose details are provided as under, shall be the Authorized Representative of the JV/Consortium for all intents and purposes He / She shall have the authority to conduct all business for and on behalf of any and all the Members of JV/Consortium during the bidding process and in the event the JV/Consortium is awarded the Contract, during Contract execution. Thus, in the event of the award of contract, the Authorised Representative will be the Contractor's Representative.

Name	Designation	Address	Tel/Fax no.	E Mail ID

i. In the event of the above Authorised Representative being replaced by or dissociating with/leaving the Lead Member, the Lead Member shall immediately appoint another of its employee as its Authorised Representative duly with the consent of other JV/Consortium Members. During any such period when the Lead Member is not able to have an Authorised Representative, the MD/Chairman of

ii. the Lead Member will be considered to be the Authorised Representative for the purpose of this Bid and subsequent Contract (if awarded).

4) We undertake that:

a) The Lead Member of our JV/Consortium ---------- (*Name of the Lead Member*) shall have the maximum financial stake amongst the other members of the JV/Consortium.
b) The share of the Lead Member in JV/Consortium shall be more than 50% and that of the other members shall be at least 10%.
c) The distribution of responsibilities in execution of Work and the percentage participation

amongst various Members of the JV/Consortium for the subject work shall be as under:

S. No.	Name of the Member	Role (Lead Member/ Member)	Distribution of Responsibilities in execution of the Works	% Participation

5) Joint and Several Responsibility

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the Contract with the Employer and for the performance of contract awarded to their JV/Consortium.

In case a Party fails or delays to perform its obligations either partially or totally, it shall be responsible for all the outcomes concerned, and upon such conditions the other Parties shall be obliged to take measures to perform well all the obligations under the Contract with the Employer.

6) Assignment and Third Parties

The Parties shall co-operate throughout the entire period of this JV/Consortium Agreement on the basis of exclusivity and neither of the Parties shall make any arrangement or enter into any agreement either directly or indirectly with any other party or group of parties on matters relating to the Works except with prior written consent of the other Party.

7) Executive Authority

The said JV/Consortium through its Authorized Representative (as specified above) shall receive instructions, payments from the Employer. The management structure for the Works shall be prepared in mutual consultation to enable completion of the Works/Services to quality requirements within permitted cost and time.

8) Guarantees

Till the award of the Contract, all the Bank Guarantees to the Employer shall be furnished in the name of JV/Consortium or in the name of all future members as named in the letter of intent which shall be legally binding on all the Members of the JV/Consortium.

9) Documents and Confidentiality

Each Party shall maintain in confidence and not use for any purpose other than those related to the Project all commercial and technical information received or generated in the course of preparation and submission of the Bid.

10) Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between Parties. If an amicable settlement cannot be reached as above, it will be settled by…… [*Bidder to specify*].

11) Validity

This JV/Consortium Agreement shall remain in force till one of the following occurs of, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

a. The Bid submitted by the JV/Consortium is declared unsuccessful;
b. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of the Contract;
c. Execution of detailed JV/Consortium agreement by the Parties, setting out detailed terms after award of the Contract by the Employer, substantially covering the requirements as mentioned in the Bidding Documents; or,
d. Successful execution of the Contract and settlement of all/any disputes between the Employer and the Contractor.

12) This JV/Consortium Agreement shall be construed under the laws of India.

13) Notices

The names, addresses and fax numbers of the Authorized Representatives of the other Members of the JV/Consortium to which notices may be given in writing by fax confirmed by registered mail or commercial courier shall be as follows:

d) _____[Name] ____[Designation] ____[Address] ____[Ph. No., Fax No., E-mail ID]
e) _____[Name] ____[Designation] ____[Address] ____[Ph. No., Fax No., E-mail ID]

Notes:

This Agreement shall be executed in English and according to the applicable laws of India, taking into accounts the notes stated below:

1. In the case of an existing JV/Consortium, a certified copy of JV/Consortium Agreement shall be furnished.
2. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable laws in the Republic of India and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
3. Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Bidder.
4. For a required document executed and issued overseas, the document will also have to be legalised by the Embassy of India in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Embassy of India, if they carry a conforming Apastille certificate.

14) We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the NIT/ Contract Agreement shall be entirely ours.

15) We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with REIL in any form while preparing NIT.

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

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)	(Signature) (Name & Designation) (Address)
In Presence of:	In Presence of:

Witness-1	Witness -1
Witness-2	Witness -2

FORMAT-6

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

(To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

Any person participating in a procurement process shall–

d) 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;
e) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
f) Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
g) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
h) 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;
i) Not obstruct any investigation or audit of a procurement process;
j) Disclose conflict of interest, if any; and
k) 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.

1. 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) Biding 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 with Company seal

Name:
Designation:
E-mail Id:

FORMAT-7

CONFIDENTIALITY UNDERTAKING

To be submitted on letter head of Sole Bidder / Each member of JV/ Consortium)

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

1. I undertake to keep confidential at all the times information obtained directly, indirectly thorough 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 REIL 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 REIL 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. Iundertaketo sign Non-Disclosure Agreement (NDA)in case of assigning the job.

Signature with Company seal

Name:
Designation:
E-mail Id:

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be on non-judicial stamp paper (value as prescribed in State/UT)

Bank Guarantee No…….
Date……

To
Addl. General Manager (PMC)
Rajasthan Electronics & Instruments Limited,
2- Kanakpura Industrial Area,
Sirsi road,
Jaipur-302034

Dear Sirs,
In consideration of the Rajasthan Electronics & Instruments Limited, Jaipur (Hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s……. {Developer's Name} ……. with its Registered/Head Office at……. (Hereinafter referred to as the 'Developer', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's LOA/LOI No……dated……and the same having been acknowledged by the Developer, for……..(Contract sum in figures and words] for……*Name of the work] and the Developer having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 5% (*)……of the said basic value of the aforesaid work under the LOA/LOI.

We……[Name & Address of the Bank]…….having its Head Office at……..(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer's on demand any and all monies payable by the Developer to the extent of…….(*) as aforesaid at any time up to…….(@)……..*days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Developer. Any such demand made by the Employer's on the Bank shall be conclusive and binding notwithstanding any difference between the Employer's and the Developer or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer's and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till…. {days/month/year} whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Developer. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Developer, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Developer or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance of other acts of omission or commission on part of the Employer's or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Developer and notwithstanding any security or other guarantee the Employer may have in relation to the Developer's liabilities.
Notwithstanding anything to the contrary contained herein.

1. Our liability under this Guarantee shall not exceed Rs. ---------- (Rupees ---------- Only).
2. This Bank Guarantee shall be valid up to ----------
3. Further, a claim period of 60 days after validity period ----------is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only.

4. We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand duly received by authorized Bank officials within the validity period of the guarantee as above or within claim period, if any.

The said letter of guarantee has been transmitted through SFMS gateway to your bank. It is advised that in your own interest, you may verify the genuineness of above letter of guarantee from your bank/branch

WITNESSES: Signature……. Signature…… Name…….
Name……. Official
Address…… Official Address…….
Designation……. Seal

Signature……
Name……
No…….
Address…….

FORMAT 9

FORMAT OF INSTALLATION CERTIFICATE

GSTIN No:	M/s..... Address:	Phone No: Fax No: E-mail

Date of Installation:

Name of Beneficiary: .....
Address of Place of Installation:.....
Name of City:....., Tel.No: ...../Mobile No:…….
Email Id:.....
Adhaar No. ,
K. No. in Electricity Bill ……
Location of Project……..(Latitude & Longitude)

Certified that_____KWp Solar Power Plant in reference to REIL NIT No.----------dated ------- &LOA No:.....Dated:..... has been installed and commissioned at the place mentioned and taken over the system by beneficiary in good working condition: The details of material supplied and installed are as under:

S. No.	Item:	Make & capacity of each	Quantity	Serial Numbers.
1.	SPV Module of _____Wp each:			
2.	Inverter			
3.	Module Mounting Structure			
4.	AC & DC Distribution Board and Solar meter & Import/ Export Meters			
5.	Cable (All types)			
6.	Lighting Arrestor			
7.	Earthing Kit			
8.	Transformer if required			
9.	Any other component			

Signature of Beneficiary:

Signature of Successful Bidder authorized Person

REIL verification with seal