

Request for Proposal

for

Empanelment

of Bidders for

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

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

in

Rajasthan

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

Cost of Bid:

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



RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED

(Government of Rajasthan undertaking)

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

CIN U40101RJ 1995SGC009847

Phone: 0141-2229055 / 2221650 / 2225859

Fax: 0141-2226028

Email: rrec.rooftop@gmail.com

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

TABLE OF CONTENTS

TABLE OF CONTENTS	2
ISSUANCE	4
BID INFORMATION SHEET.....	5
GENERAL INSTRUCTIONS FOR TENDER SUBMISSION	7
DEFINITIONS AND ABBREVIATIONS	10
INTERPRETATIONS.....	14
SECTION-I: INTRODUCTION	15
SECTION-II: INSTRUCTIONS TO THE BIDDER.....	19
SECTION III: BID EVALUATION	46
SECTION IV: SUCCESSFUL BIDDER(S) SELECTION	47
SECTION V: SCOPE OF WORK	49
SECTION VI: CHECKLIST.....	54
SECTION VII: TECHNICAL PARAMETERS	55
SECTION VIII: FINANCIAL BID FORMAT	65
SECTION IX: FORMATS FOR SUBMITTING RFP	68
FORMAT 1	68
FORMAT 2	71
FORMAT 3	72
FORMAT 4	73
FORMAT 5	75
FORMAT 6	77
FORMAT 7	78
FORMAT 8A	80
FORMAT 8B.....	82

FORMAT 8C..... 83

FORMAT 9 84

FORMAT 10 85

FORMAT 11 87

FORMAT 12 105

FORMAT 13 106

FORMAT 14 107

FORMAT 15 109

FORMAT 16 110

FORMAT 17 112

FORMAT 18 113

FORMAT 19 116

FORMAT 20 132

ISSUANCE

This Request for Proposal (RFP), **NIT No.: RREC/TN-10/2024-25** by Rajasthan Renewable Energy Corporation Limited (RREC) is for empanelment of eligible Bidder(s) for the design, supply, erection, testing and commissioning including comprehensive operation and maintenance (O&M) for 25 (Twenty-Five) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings in Rajasthan.

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

M/s. _____

Note:

- a. This RFP is not transferable.
- b. Though adequate care has been taken while preparing this RFP, the Bidder(s) shall satisfy itself that this RFP is complete in all respects. Intimation of any discrepancy shall be given immediately to the correspondence office address given below. If no intimation is received from any Bidder(s) **UP TO DATE OF PRE-BID MEETING**, it shall be considered that this RFP is complete in all respects.
- c. RREC may modify, amend, or supplement this RFP including allocation of Capacity.
- d. **The selection of Bidder(s) shall be carried out through e-Procurement Process Only. Submission of Bid(s) in Electronic Format shall be on Website <http://eproc.rajasthan.gov.in> as per this RFP, or as amended by RREC.**
- e. Bidder(s) are suggested to regularly visit RREC website www.energy.rajasthan.gov.in/rrec1 for latest updates after the issue of this RFP. All modification(s)/amendment(s)/clarification(s)/information(s) etc. will be made available on the e-procurement website <http://eproc.rajasthan.gov.in> only.
- f. RREC at its discretion may extend the time for submission of Bid(s).
- g. Address for Correspondence: -

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

BID INFORMATION SHEET

Particulars	Details
NIT No.	NIT No.: RREC/TN-10/2024-25(Short Term NIT)
Details of work	Design, Supply, Erection, Testing and Commissioning with Net-Metering including Comprehensive Operation and Maintenance (O&M) for 25 (Twenty-Five) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings at various locations in Rajasthan.
Work Area	Various Locations in entire Rajasthan State
Total Proposed Allocated Capacity of RTS Projects	Total 282 MWp capacity (Circle/District wise capacity demand for Solar Rooftop Projects on various State Govt buildings is given in Annexure 1) (This Capacity may further be enhanced or modified as per the requirement received from Various Government Departments)
Quoted capacity	Minimum and Maximum quoted capacity by bidders shall be 5 MWp and 100MWp respectively. Minimum bid capacity in any district cannot be less than 5 MW. Bidder to furnish Bid Security for the quoted capacity.
Bid Security	Rs 8,70,000 per MW (2% of the Benchmark cost as issued by MNRE) for the entire quoted capacity by way of DD/Bankers Cheque/Bank Guarantee in favor of Managing Director, RREC payable at Jaipur. (For details refer clause 3.15.1)
Non-refundable Cost of Bid Document	Rs.5,000/- & GST @18% i.e., Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only) by way of DD/Bankers Cheque in favour of Managing Director, RREC payable at Jaipur
Non-refundable e-proc Charges for each Bidder	Rs. 2500/-(Rupees Two Thousand Five Hundred Only) by way of DD/Banker's Cheque in favour of Managing Director, Raj COMP Info Services Ltd. (RISL), payable at Jaipur vide order No. F.8(10)/FD/SPFC/MISC./2022. Revision in 27.10.2023.
Start date of downloading RFP (RFP can be downloaded from website http://eproc.rajasthan.gov.in)	07.11.2024 6:00 PM
Date and time of Pre-Bid Meeting.	12.11.2024, 11:00 AM (Clarification/Suggestions are invited online through the link available on the Home Page of RRECL website)
Last date and time of submission of Envelope-1 (through hard copy at RREC Head Office)	26.11.2024, 12:00 Noon
Last date and time of submission of on-line Bid through e-procurement portal	26.11.2024, 4:00 PM
Validity of Bid	180 days form Last Date of Submission of Bid.
Date and time of opening of Envelope-1	27.11.2024, 12:00 Noon
Date and time of opening of Cover-1 & Cover-2 (on-line)	27.11.2024, 12.00 Noon
Date and time of opening of Cover-3 (on-line)	Shall be intimated after evaluation of technical bid.
Construction - Performance Bank Guarantee (C-PBG)/ Performance Security	Successful Bidder shall be required to furnish a Construction-Performance Bank Guarantee (C-PBG) as per the provisions of Clause 3.16

GENERAL INSTRUCTIONS FOR TENDER SUBMISSION

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

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

The bidder will have to deposit in ENVELOPE–I

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

vi. **ONLINE SUBMISSION OF BID:**

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

(1) Cover-1: - Upload the scanned copy of DDs/Pay Orders towards Cost of tender Document, processing fee of RISL and scanned copy of DDs/Pay Orders/BG of BID SECURITY (in .pdf format) with copy of relevant Certificate for Exemption of BID SECURITY (If applicable) as detailed in point no. ii.

(2) Cover-2: - All Non-financial information in the Formats as per tender with Complete Bid Document (duly signed on each page as proof of acceptance of all terms and condition of Bid).

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

NOTE:

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

e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, e-mail: eproc@rajasthan.gov.in

- xiii. Bidders are also advised to refer “Bidder’s Manual” available under “Downloads” section on <http://eproc.rajasthan.gov.in> for further details about the e-tendering process.
- xiv. Contact details of Staff of RREC in reference to this RFP

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

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

DEFINITIONS AND ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

INTERPRETATIONS

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

SECTION-I: INTRODUCTION

1. INTRODUCTION:

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

2. BID DETAILS:

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

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

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

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

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

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

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

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

2.3. **Key Dates**

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

2.4. **Conditions Precedent**

Conditions Precedent for Electricity User/Beneficiary Department:

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

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

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

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

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

Conditions Precedent for Successful Bidder or the Vendor:

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

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

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

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

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

Agency on the Agreement Capacity.

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

Consequences of non-fulfillment of conditions precedent:

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

Reward to the Vendor for early completion of the Project:

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

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

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

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

SECTION-II: INSTRUCTIONS TO THE BIDDER

3. INSTRUCTIONS TO THE BIDDER:

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

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

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

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

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

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

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

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

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

maintenance carried out.

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

3.8. ELIGIBILITY CRITERIA

3.8.1. GENERAL

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

3.8.2. FINANCIAL ELIGIBILITY CRITERIA:

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

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

AND

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

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

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

Note: -

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

3.8.3. TECHNICAL ELIGIBILITY CRITERIA:

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

Note:

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

Criteria mentioned in RFP.

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

3.9. CHECK-LIST:

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

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

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

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

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

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

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

3.11. BID SUBMISSION BY THE BIDDER:

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

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

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

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

3.12. CLARIFICATIONS AND PRE-BID MEETING:

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

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

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

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

3.13. BID DOCUMENTS:

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

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

METHOD OF BID SUBMISSION

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

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

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

3.14. BID DEADLINE:

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

3.14.2. VALIDITY OF BID:

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

3.15. COST OF BIDDING AND BID SECURITY:

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

3.15.1. BID SECURITY:

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

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

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

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

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

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

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

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

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

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

industries as defined under this clause.

The Bid Security shall be denominated in Indian Rupees and:

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

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

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

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

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

3.16.1.2.

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

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

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

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

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

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

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

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

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

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

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

3.18. LIQUIDATED DAMAGES:

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

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

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

3.19. PERFORMANCE MONITORING MECHANISM

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

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

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

3.20. OPERATION AND MAINTENANCE:

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

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

3.21. SUCCESSFUL BIDDER'S DEFECT LIABILITY:

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

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

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

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

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

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

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

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

3.23. ZERO DEVIATION:

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

3.24. EXAMINATION OF BID DOCUMENT:

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

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

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

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

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

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

3.25. TAXES AND DUTIES:

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

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

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

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

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

3.26. SCHEDULE OF RATES FOR ADDITIONAL WORKS:

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

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

3.27. PROGRESS REPORT:

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

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

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

3.28. ESCROW ACCOUNT

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

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

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

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

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

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

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

required to be appropriated in the following order:

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

3.29.FORCE MAJEURE:

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

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

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

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

3.30.SUSPENSION OF SUCCESSFUL BIDDER'S RIGHTS

3.30.1. Suspension upon Successful Bidder Default

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

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

3.30.2. Nodal Agency to act on behalf of Successful Bidder

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

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

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

3.30.3. Revocation of Suspension

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

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

3.31.SUB-CONTRACTING

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

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

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

3.32. SUBSTITUTION

Substitution is allowed under this tender under the following conditions:

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

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

3.33. TERMINATION

3.33.1. Termination for Default by Successful Bidder

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

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

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

3.33.2. Termination for Default by Nodal Agency

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

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

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

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

3.33.3. Termination Payment

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

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

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

3.33.4. Certain limitations on Termination Payment

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

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

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

Upon Termination for any reason whatsoever, the Nodal Agency shall

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

3.34. **APPLICABLE LAW:**

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

3.35. **SETTLEMENT OF DISPUTE:**

If any dispute(s) of any kind whatsoever arises between Nodal Agency and the Successful Bidder/Successful Bidder in connection with or arising out of the Agreement including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference through a Dispute Resolution Committee formed by authorized members from RREC, Beneficiary Department, Empanelled Vendor and other such member as required on case to case basis.

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

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

3.36. **LANGUAGE:**

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

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

3.37. OTHER CONDITIONS:

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

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

3.34. AMENDMENT:

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

3.35 SUCCESSORS AND ASSIGNS:

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

3.36 SEVERABILITY:

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

3.37 TAX EXEMPTIONS:

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

3.38 FRAUD AND CORRUPTION

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

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

3.39 DEBARRED FROM PARTICIPATING IN NODAL AGENCY’S TENDER

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

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