

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

REQUEST FOR PROPOSAL

RFP No. REIL/RE/24-25/14 Dated 03.01.2025

“Survey, Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance for 25 years of 15 MW Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings in Rajasthan”

1.	Tender Fee	Rs. 5000/- Rupee Five Thousand Only) through Demand Draft / RTGS
2.	Last Date Of Online Tender Submission	24.01.2025 upto 17:00 Hrs
3.	Tender Opening Date	25.01.2025 upto 17:00 Hrs
4.	Offer Validity	90 Days from the last date of tender submission
5.	Contact Person(s) for Technical Queries	1. Sh. Himanshu Sharma, Sr. Engineer (RE), Email : himanshu.sharma@reil.co.in Mob No- 7340064963 2. Sh. Nikunj Pathak, DGM (RE) Email : nikunj.pathak@reil.co.in Mob No- 7727011727
3.	Contact Person(s) for Tender Queries	1. Sh. Praveen kumar, Dy. Manager (MM), Email: praveen.kumar@reil.co.in Mob No- 7727011738 2. Sh. Arun Dwivedi, AGM (MM-BOS) Email: arun.dwivedi@reil.co.in Mob No- 7727011725
3.	Earnest Money Deposit (EMD)	Rs. 8,70,000/- per MW (2% of MNRE Benchmark Cost in form of Demand Draft /Bank Guarantee/RTGS)

Note: MSE shall be exempted from payment of Tender Document Fee & EMD. It is mandatory for MSE bidders to declare their UDHYOG AADHAR NUMBER on CPP Portal, failing which such bidders will not be able to enjoy the benefits of procurement policy for MSE and also attach the relevant certificate.

Bidders Details

Information Details	Primary Contract	Secondary Contract
Name		
Designation		
Company Name		
Company Address		
Phone No.		
Mobile No.		
Email		
Website		

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

REQUEST FOR PROPSAL **RFP NO. REIL/RE/24-25/14 Dated 03.01.2025**

This is a RFP for “Survey, Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance for 25 years of 15 MW Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings in Rajasthan” as per description and terms & conditions specified hereinafter:

Item Description:

S.No.	Description	QTY
1.	Survey, Design, Supply, Erection, Testing, Commissioning and Comprehensive Operation and Maintenance for 25 years of 15 MW Grid Connected Rooftop Solar Photovoltaic Power Projects on State Government buildings/State Government undertaking buildings in Rajasthan (as per RFP specification)	15 MWp approx.

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

The bidder should have a valid Digital Signature certificate issued by any of the valid certifying Authorities to participate in the online tender.

The bids shall be uploaded in electronic form only through e-tendering system on website www.eprocure.gov.in .

Note: e- Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of documents to verify details may results into rejection of your offer and no communication shall be done for submission of documents.

Price Bid:- Price Bid format given with tender is to be uploaded after filling all relevant information like basic prices, taxes & duties. The Price bid should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (remaining or changing format of price sheet will not be accepted by system). REIL reserve the right to distribute the work.

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RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR

Process Compliance Form

(Tenders are required to print on their company's letter head and signed, stamp before uploading).

To,

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

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

Dear Sir,

**This has reference to the Terms & Conditions for e-Tendering mentioned in the tender No.:-
REIL/RE/24-25/14 Dated 03.01.2025**

We hereby confirm the following:-

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

With regards

Signature with company seal

Name:

Designation:

E-mail Id:

RAJASTHAN ELECTRONICS & INSTRUMENTS LIMITED, JAIPUR**INSTRUCTION TO BIDDERS**

1. The Bid forms containing the Terms and Conditions, the tender and the Schedule of contract, **should be submitted online** failing which the tender shall be liable for rejection. In the event of the space on the Schedule of contract / specifications of items/proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the Tender Number and be duly signed and stamped by the bidder. In such cases, reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

2. PROCEDURE FOR SUBMISSION OF TENDERS / BIDS:

The tender should be submitted in “TWO BID” **SYSTEM**:

PART -1 TECHNICAL BID:

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

All eligibility documents should be submitted with the technical bid.

PART -2 FINANCIAL BID:

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

Note: e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of required documents may results into rejection of your offer and no Communication shall be done for submission of documents.

1. OPENING OF TENDER:

The **Price/Financial bids** of the bidders whose technical bids are found technically suitable only will be opened later. **The decision of the evaluation committee on technical suitability shall be final and binding.**

2. PRICES:

- i. Prices/Financial bid are to be BOQ in Indian Rupees and must be meaningful and measurable in the context.
- ii. Bidders should clearly specify whether prices quoted are inclusive of GST/duties/ statutory charges or such charges as extra. Where no specific mention GST or other duties quoted shall be **deemed to be inclusive of such taxes / charges**.
- iii. Price must be quoted in original sheet of BOQ failing which the same is liable to be rejected.
- iv. Evaluation will be done on total price quote by bidders.
- v. REIL has reserve to right for negotiation with L1 bidder.

3. OFFER VALIDITY:

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

4. EMD:

Interested bidder shall submit Earnest Money (EMD) OF Rs. 8,70,000/- per MW . The EMD amount shall be deposited in forum of Demand Draft/RTGS/Bank Guarantee to REIL .the EMD should be valid for a period of 45 days beyond the bid validity period (i.e 135 days from last date of submission of bid). The bid shall be treated as non responsive in case of non submission of EMD amount. No interest shall paid towards EMD amount.

EMD shall be forfeited without prejudice to the bidder being liable for any further consequential loss or damage incurred to REIL under following circumstances :-

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

5. OTHERS -

- i. The offer of the Bidders shall be for Minimum 5 MW. The offers for less than minimum capacity will be rejected. Minimum bid capacity in any district cannot be less than 5 MW.
- ii. 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 per bidder. Further, the bidder is required to distribute their eligible capacity across the preferred Districts (as given in Annexure 1) with either equal or different quantity along with per MW rate in each of the preferred Districts as per the given financial bid format in SECTION VIII.
- iii. If no bids are received in a particular District, REIL would have the choice of inviting the L1 bidder from a different District which the concerned L1 bidder would be mandated to accept.
- iv. The tender cost and Bid Security as detailed under to be deposited in REIL office as per the Bid timeline given in the Bid Information Sheet.

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 with

a 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
2. **“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 REIL, 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 REIL for the amount and timeline as mentioned in this RFP to cover the financial loss to the REIL towards default in performance, non-performance, short performance, or other such contract performance related issues during the project execution phase by the empanelled vendor.
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:
- 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;
 - 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
 - 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 REIL.
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 REIL 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 $LCOE = \frac{\sum[(I_t + M_t + F_t) / (1 + r)^t]}{\sum[E_t / (1 + r)^t]}$, 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.

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 REIL, REIL and the Beneficiary Department
43. **“MWp”** shall mean Mega Watt Peak.
44. **“Operational Year(s)”** Complete 25 years from the date of commissioning.
45. **“O&M”** shall mean operation and maintenance of the rooftop solar power projects
46. **“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 empanelled vendor to the REIL for the amount and timeline as mentioned in this RFP to cover financial loss to the REIL 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
47. **“Order value”** Order Value shall mean the value arrived after subtracting the O&M rate of Rs 4.75 lakh/MW for 25 years with escalation of 3% year on year (i.e. RsLakh/ MW) from the awarded value for the allocated capacity.
48. **“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.
49. **“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Company Act, 2013.
50. **“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.
51. **“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.
52. **“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.
53. **“Project(s)”** shall mean the Grid Connected Solar PV Project(s);
54. **“Project Capacity”** means the capacity of the Projects mentioned in the Work Order. The Project capacity specified is on “AC” Side only.
55. **“Special Purpose Vehicle (SPV)”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with 3.9.
56. **“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.
57. **“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.;
58. **“Quoted Capacity”** shall mean proposed plant capacity offered by the bidder for execution, ensuring eligibility criteria are met as mentioned in this tender.
59. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it.
60. **“RFS”** shall mean request for supplier.
61. **“Scheduled Commercial Operation Date”** or “SCOD” shall mean 12 months from the date of Issuance of
62. 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 REIL 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 REIL 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 REIL, REIL 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 REIL 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.