

Model Tender Document / Guidelines for Urban
Local Bodies / DISCOMs
for
Grid connected Rooftop Solar PV Systems



भारतीय सौर ऊर्जा निगम
(भारत सरकार का उपक्रम)

1st Floor, Religare Building, D-3, District Centre,
Saket, New Delhi-110017

October 2015

[Name of the Organisation]
[Office Address]

Request for Selection (RFS) of Bidders for
Implementation of Grid Connected Roof Top Solar PV
System in _____ [*Locations
Identified by Urban Local Bodies/DISCOMs and
Household Sector*] in _____ State in India

RFS No:
Dated:

[Name of the Organisation]
[Office Address]

Telephone No & Fax No:
website:

Email:

Month/Year

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[Name of the Organisation]
[Office Address]

RFS No: _____

Date: _____

[Name of the Organisation] (hereinafter called %o_____) , invites bids from the eligible bidders to participate in the Request for Selection (RFS) of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system in _____ States in India.

For the implementation of above mentioned work, Bidders should submit their bid proposal/application along with all supporting documents complete in all aspect on or before _____ up to _____ p.m in the office of %NAME OF THE ORGANISATION]+in prescribed format.

Bidder shall submit bid proposal along with non-refundable processing fee, complete in all respect as per the Bid Information sheet. Techno-Commercial bids will be opened on _____ at _____ p.m in presence of authorised representatives of bidders/applicants who wish to be present. Bid proposals received without or lesser than the prescribed processing fee and Bid Bond for the [Location/State] will not be considered. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, %Technical Specifications+, various conditions of contract, formats, etc. can be downloaded from website _____. Any amendment (s)/corrigendum/clarifications with respect to this Bid shall be uploaded on _____ website only. The Bidder should regularly follow up for any Amendment/Corrigendum/Clarification on the above website.

Authenticated By: (Signature)
(Name)
(Designation)

DISCLAIMER:

(This is a Model RFS Document / Guidelines for Urban Local Bodies/DISCOMs with a focus on household sector. The concerned urban local bodies may further modify the document as per their Scope of Work)

1. Though adequate care has been taken while preparing the RFS document, the Bidders/Applicants shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of RFS/Issue of the RFS documents, it shall be considered that the RFS document is complete in all respects and has been received by the Bidder.
2. [Name of the Organisation] reserves the right to modify, amend or supplement this RFS document including all formats and Annexures.
3. While this RFS has been prepared in good faith, neither [Name of the Organisation] nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFS, even if any loss or damage is caused by any act or omission on their part.

BID INFORMATION SHEET

<p>Document Description</p>	<p>I. This RFS document comprises for “<i>Bidding process for _____ MWp</i>” with the following details::</p> <p>a. _____MWp bidding is for CAPEX model and _____ MWp bidding is for RESCO model.</p> <p>b. Bidder can submit bids for CAPEX or RESCO or Both as per above upto the maximum aggregate bid capacity of ____MWp only as per Clause 2.4.2 of Section-I..</p> <p>II. Bidder can submit bids under CAPEX and/or RESCO for the <u>[Location/States]</u> mentioned in RFS only</p>
<p>RFS No. & Date</p>	<p>RFS No: _____ Dated: _____</p>
<p>Broad Scope of Work for Bidding</p>	
<p>Pre-bid Conference/ Clarification Meeting</p>	<p>A pre-bid conference shall be held on _____ at _____ A.M at [Office Address].</p>
<p>Last date & Time of Submission of Response of RFS</p>	<p>_____ up to _____ PM</p>
<p>Bid Opening (Techno-Commercial)</p>	<p>_____ at _____ PM</p>
<p>Processing Fee (non-refundable)</p>	<p>Rs. _____/- (words) inclusive of Service tax, for <u>[Location/State]</u> to be furnished through Demand Draft (DD) drawn in favour of <u>%Name of the Organisation]+</u>, payable at _____ along with Bid.</p>
<p>BID BOND</p>	<p>Based on the Bid capacity proposed by the bidder in the bid, Bid Bond shall be furnished for each State separately along with the response to RFS as per Clause 3.15 of Section-I for details</p>
<p>Performance Security(PBG)</p>	<p>PBG amount shall be furnished by the successful bidder after issue of Letter of Allocation by <u>[Name of the Organisation]</u>. Please refer Clause 3.16 of Section-I for details.</p>
<p>Name, Designation, Address and other details (For Submission of</p>	

Response to RFS)	
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Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the website [_____](#).

No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually.

All the information related to this RFS shall be updated on the [NAME OF THE ORGANISATION] website _____ .

1.0. DEFINITIONS & ABBREVIATIONS

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

- 1.1. “**Affiliate**” shall mean a company that either directly or indirectly
 - a. controls or
 - b. is controlled by or
 - c. is under common control witha Bidding Company and “**control**” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 1.2. “**B.I.S**” shall mean specifications of Bureau of Indian Standards (BIS);
- 1.3. “**Bid**” shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RFS, in accordance with the terms and conditions hereof.
- 1.4. “**Bidder/Bidding Company**” shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
- 1.5. “**Bid Bond**” shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 3.15 of this RFS, in the prescribed Format- 3;
- 1.6. “**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this RFS as specified in Bid information Sheet;
- 1.7. “**Bid Capacity**” shall means capacity offered by the bidder in his Bid under invitation.
- 1.8. “**CEA**” shall mean Central Electricity Authority.
- 1.9. “**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;
- 1.10. “**Competent Authority**” shall mean (Designation of Competent Authority) of [Name of the Organisation] himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;

- 1.11. **“Commissioning”** means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RFS.
- 1.12. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- 1.13. **“Capacity Utilization Factor” (CUF)** shall mean the ratio of actual energy generated by SPV project over the year to the equivalent energy output at its rated capacity over the yearly period.
- CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kW * 365 * 24).*
- 1.14. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in Clause 3.6 of this RFS;
- 1.15. **“Financially Evaluated Entity”** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 3.6.3 hereof;
- 1.16. **“IEC”** shall mean specifications of International Electro-technical Commission;
- 1.17. **“kWp”** shall mean kilo-Watt Peak;
- 1.18. **“kWh”** shall mean kilo-Watt-hour;
- 1.19. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
- 1.20. **“Minimum Bid Capacity”** shall mean_____ MWp which is the minimum capacity for which the Bidder can submit its Bid. Bidder(s) quoting less the minimum bid capacity shall be out-rightly rejected;
- 1.21. **“Maximum Bid Capacity”** shall mean_____ MWp which is the maximum capacity for which the Bidder can submit its Bid. ;
- 1.22. **“O&M”** shall mean Operation & Maintenance of Rooftop Solar PV system for 5 years;
- 1.23. **“Owner of the project”** shall mean anyone who has ownership (including lease ownership also) of the roof and is the legal owner of all equipments of the project. Owner of the project can enter into a PPA with the consumer (s) of power for supply of solar power for at least 25 years from the date of Commissioning of project.

- 1.24. **“Project Cost / Project Price”** shall mean the price offered by the Bidder for the Scope of work as per RFS document for a State.
- 1.25. **“Part-A”** Projects size which are from 10kWp to 500kWp capacity for identified locations of concerned Urban Local Bodies / DISCOMs, etc.
- 1.26. **“Part-B”** Projects size which are less than 10kWp for Residential /Household sectors
- 1.27. **“Project capacity”** means Capacity in kWp offered by the Bidder for each State consisting of single or multiple roof tops. The project capacity specified is on DC+output Side only.
- 1.28. **“Performance Ratio” (PR) means**
 Performance Ratio+(PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.
 $PR = (\text{Measured output in kW} / \text{Installed Plant capacity in kW}) * (1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2)$.
- 1.29. **“Parent”** shall mean a company, which holds more than 51% equity either directly or indirectly in the Bidding Company or Project Company or a Member in a Consortium developing the Project
- 1.30. **“Project Company”** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 3.7.
- 1.31. **“Price Bid”** shall mean Envelope III of the Bid, containing the Bidder's quoted Price as per the Section- IV of this RFS;
- 1.32. **“Qualified Bidder ”** shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 3.1 stand qualified for opening and evaluation of their Price Bid;
- 1.33. **“RFS”** shall mean Request for Selection (RFS)/Bid document/Tender document
- 1.34. **“RESCO”** shall mean Renewable Energy Service Companies;
- 1.35. **“RESCO model”** shall mean where the bidders intend to take a roof top owned by some other entity on mutually agreed terms and conditions from the roof top owner(s) and enters into the PPA with rooftop owner / DISCOM / others for supply of Solar power for 25 years from the date of Commissioning of project.
- 1.36. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

- 1.37. “**Successful Bidder(s) /Contractor/Project Developers(s)**” shall mean the Bidder(s) selected by [Name of the Organisation] pursuant to this RFS for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFS Documents, and to whom an Allocation Letter has been issued;
- 1.38. “[Name.....of.....the.....Organisation]” shall mean _____
- 1.39. “**SNA**” shall mean State Nodal Agency.
- 1.40. “**Subsidy**” shall mean *15% (or latest applicable subsidy as per MNRE)* of Project Cost quoted by the Successful Bidder for a (Location /State) sanctioned by MNRE, Govt. of India and disbursed by [NAME OF THE ORGANISATION].
- 1.41. “**Tendered Capacity**” shall mean the Total aggregate capacity in MW as indicated in table of Clause 2.1.3 against each State, proposed to be allocated by [Name of the Organisation] to the Successful Bidder through this bidding process as per terms and conditions specified therein;
- 1.42. “**Ultimate Parent**” shall mean a company, which owns at least more than fifty percent (51%) equity either directly or indirectly in the Parent and Affiliates.
- 1.43. “**Wp**” shall mean Watt Peak.
- 1.44. **1MWp** for the purpose of conversion in **kWp** shall be considered as 1000kWp.

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 of reference only & shall not affect the interpretation of this agreement.

SECTION - I

A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS

1. **INTRODUCTION**

- 1.1 (Introduction about the Concerned Local Body / DISCOM (Organisation) and Scope of work)
- 1.2 **Bidder can :**
 - a. Submit bids under CAPEX or RESCO or for Both Model for the [Location /State] mentioned in RFS as per Clause 2.1.3.
- 1.3 The scheme targets installation of grid-connected roof top solar PV projects on the roofs of _____
(Government offices/ Hospitals / Educational Institutions/ Household Sectors etc.). The generated solar power may be utilized for captive application and the surplus power will be fed to the grid. The scheme aims to reduce the fossil fuel based electricity load on main grid and make building self-sustainable from the point of electricity, to the extent possible.
- 1.4 [Name of the Organisation], which expression shall also include its successors and permitted assigns, hereby invites interested companies to participate in the bidding process for the selection of Successful Bidder(s) for implementation of large scale grid-connected roof top Solar Photovoltaic Projects under _____ scheme in the [Location /States] indicated herein under.
- 1.5 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.
- 1.6 The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his 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 he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

2.0 BID DETAILS:

2.1 Bids in Part-A & Part-B (CAPEX Model/RESCO Model -~~[Strike out whichever is not applicable]~~): The bidding process under this RFS of the rooftop scheme is for _____ MWp for CAPEX model and _____ MWp for RESCO Model. Bidder can apply CAPEX or RESCO or Both Model as tabulated in Clause 2.1.3 below but subject to the maximum aggregate capacity of _____ MWp as per Clause 2.4.2 of RFS.

2.1.1 Bids are invited from the prospective bidders for the tendered capacity as indicated below against each [location./state], based on the Project Cost (CAPEX Model) and levellised tariff for RESCO Model. Based on Project cost quoted for each [location/state] by the Successful Bidders, subsidy @ 15 % of the project cost by the Successful Bidder will be available from [Name of the Organisation] to the Successful Bidders for the allocated capacity subject to Clause 6.3.2 of RFS.

2.1.2 **Maximum allowable Project cost for CAPEX Model is at the rate of Rs. _____/- per Wp (As per latest MNRE Benchmark Cost) and the bids with project cost (bids for Part-B or Part-A capacity should be less than or equal to Rs _____/Wp) more than Rs. _____/- Per Wp will not be considered for evaluation and award.**

2.1.3 **Maximum allowable Levellised tariff for 25 years cost for RESCO Model is at the rate of Rs. _____/- per kWh (As per latest CERC defined tariff after adjusting Subsidy) and the bids with tariff (bids for Part-B or Part-A capacity should be less than or equal to Rs _____/kWh) more than Rs. _____/- Per kWh will not be considered for evaluation and award. Projects under Part-B are not eligible for RESCO Model**

2.1.4 The [Location./States], where the projects are required to be installed along with the respective capacities for each state is indicated in the table below.

LIST OF STATES AND CAPACITIES

Sl. No	Location/State	Tendered Capacity (MWp)			
		CAPEX		RESCO	
		Part-A capacity (MWp) A	Part-B Capacity (MWp) B	Part-A capacity (MWp) C	Tendered Capacity for States (MWp) A+B+C
1.					
2.					
0					

0 .					
Total Tender Capacity					

2.3 SIZE OF THE PROJECTS:

2.3.1 The size of each project shall be in the range of 10kWp to 500 kWp for identified locations of concerned Urban local bodies /DISCOMs. However, the projects below 10 kWp may also be considered for residential sector/household sectors. One project may however comprise of several rooftop units. Each roof top unit can separately connect with the grid and may have separate meters.

2.4 BID CAPACITY

2.4.1 Bids can submit the bid for maximum capacity of _____MW only for location/state indicated in table in Clause 2.1.3. Bidder shall quote in its price bid the capacities accordingly.

2.4.2 However, a Bidder can apply and is eligible to apply for a maximum capacity of _____ MWp for the states indicated under CAPEX/RESCO/or Both model (strike out whichever is not applicable). Bidder shall quote mandatorily for Part-A and Part-B, if quoting for CAPEX model.

3 INSTRUCTIONS TO THE BIDDERS

3.1 Bidder must meet the eligibility criteria independently as a Bidding Company or as a Bidding Consortium with one of the members acting as the Lead Member of the Bidding Consortium.

- a. Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.
- b. In case of a Bidding Consortium the Financial Eligibility criteria like Annual turnover or Net worth as indicated in Clause 3.6.3, shall be fulfilled by the Lead Member or Parent Company of the Lead Member while the Technical Eligibility Criteria shall be fulfilled by consortium member.
- c. In case bidder submitting bid through consortium, a Consortium Agreement as per the Format-10 shall be furnished along with the bid.
- d. Financial Consortium is not allowed in this Bidding Process. Consortium is only permitted for Technical partnership as per Format- 10.
- e. Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that any change in

the controlling equity of the Bidding company requires prior approval of [NAME OF THE ORGANISATION].

- f. All members of the consortium should be registered as company only. However, Member of the Consortium may form the Project Company as specified in Clause 3.7.
- g. Bidder including its member of the consortium can submit one bid only.

3.2 USE OF TECHNICAL AND/OR FINANCIAL STRENGTH OF PARENT COMPANY

- 3.2.1 Bidder can however use the technical and financial strength of its Parent Company or Affiliate to fulfil the Technical and/or Financial Eligibility criteria mentioned below. Members of consortium can also use the credentials of the parent company or Affiliate to fulfil the eligibility requirement.
- 3.2.2 In above case, Bidders shall submit an Undertaking from the Parent Company as per Format- 9 and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format-8. Company Secretary Certificate towards shareholding pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company shall also be submitted.
- 3.2.3 Only Technical consortium is allowed for submission of Bids .

3.3 ELIGIBILITY CRITERIA

3.3.1 GENERAL

- (a) The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power.

A copy of certificate of incorporation shall be furnished along with the bid in support of above.

3.3.2 TECHNICAL ELIGIBILITY CRITERIA:

The Bidder should have installed & commissioned at least one Grid connected Solar PV Power Project having a capacity of not less than 50 kW which should have been commissioned at least six months prior to Techno-Commercial Bid Opening date. The list of project commissioned at least 6 months prior to Techno-Commercial Bid Opening date, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and Work order / Contract / Agreement/ from the Client/Owner shall be submitted in support of Clause 3.3.2 above.

3.3.3 FINANCIAL ELIGIBILITY CRITERIA:

- (a) The Bidder should have an Annual Turnover or Net worth as indicated below.
- i. The Annual turnover of Rupees 5.0 Crore per MW in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at least have completed one financial year.

OR

- ii. Net worth equal to or greater than the value calculated at rate of Rs. 3.00 Crore per MW of capacity offered by the Bidder in its Bid. The Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net-worth calculation in case of listed companies in India only.

In case of more than one Price Bid submitted by the Bidder, the financial eligibility criteria must be fulfilled by such Bidder for the sum total of the capacities being offered by it in its Price Bid.

In case quoted Bid capacity is less than 1 MW, Annual Turnover/Net worth requirements shall be on pro-rata basis.

The formula of calculation of net-worth shall be as follows:

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

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 and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Bidders shall furnish documentary evidence as per the **Format -7**, duly certified by Authorized Signatory and the Statutory Auditor / Practising Chartered Accountant of the Bidding Company in support of their financial capability.

3.4 INCORPORATION OF A PROJECT COMPANY

- 3.4.1 In case the Bidder wishes to incorporate a Project Company, in such a case, Bidder if selected as a Successful Bidder can incorporate a Project Company. Bidder shall be responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company.
- 3.4.2 The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of two(2) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer.

3.5 BID SUBMISSION BY THE BIDDER

- 3.5.1 The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-IV & Section V of this document.
- 3.5.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- 3.5.3 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no. 3.3.1, 3.3.2 and 3.3.3 to the satisfaction of [NAME OF THE ORGANISATION] and shall also furnish unconsolidated/consolidated audited annual accounts in support of meeting financial requirement, which shall consist of balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last three(3) financial years immediately preceding the Bid Deadline which are used by the bidder for the purpose of calculation of Annual Turnover or of last Financial Year in case of Net Worth.
- 3.5.4 In case the annual accounts for the latest financial year are not audited and therefore the bidder cannot make it available, the applicant shall give certificate to this effect from their directors. In such a case, the Applicant shall provide the Audited Annual Reports for 3(Three) years preceding the year or from the date of incorporation if less than 3 years for which the Audited Annual Report is not being provided.

3.6 BID SUBMITTED BY A BIDDING COMPANY :

The Bidding Company should designate one person to represent the Bidding Company in its dealings with [NAME OF THE ORGANISATION].

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-6), authorizing the signatory of the Bid.

3.7 CLARIFICATIONS AND PRE-BID MEETING

- 3.7.1 The [NAME OF THE ORGANISATION] will not enter into any correspondence with the Bidders, except to furnish clarifications on RFS Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFS in writing, through a letter or by fax (and also soft copy by e-mail) to reach [NAME OF THE ORGANISATION] at the address, date and time mentioned in Bid information sheet.
- 3.7.2 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 [NAME OF THE ORGANISATION].
- 3.7.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFS including in particular, issues raised in writing and submitted by the Bidders.
- 3.7.4 [NAME OF THE ORGANISATION] is not under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for.

3.8 AMENDMENTS TO RFS

- 3.8.1 At any time prior to the deadline for submission of Bids, the [NAME OF THE ORGANISATION] may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFS document by issuing clarification(s) and/or amendment(s).
- 3.8.2 The clarification(s) / amendment(s) (if any) may be notified on [NAME OF THE ORGANISATION] website _____ at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.
- 3.8.3 [NAME OF THE ORGANISATION] will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.
- 3.8.4 In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid. Bids received by [NAME OF THE ORGANISATION] shall be returned to the concerned Bidders on their

request through registered post or courier and it will be for the Bidders to submit fresh Bids as the date notified by the [NAME OF THE ORGANISATION] for the purpose.

3.8.5 All the notices related to this Bid which are required to be publicized shall be uploaded on website _____.

3.9 **BIDDING PROCESS**

3.9.1 **BID FORMATS**

3.9.1.1 The Bid in response to this RFS shall be submitted by the Bidders in the manner provided in Clause 3.3 & Clause 3.91.1. The Bid shall comprise of the following:

(A). ENVELOP- I (COVERING LETTER, BID PROCESSING FEE, BID BONDS AND BIDDER FORMAT EXCEL SHEET)

- i. Covering Letter indicating the Capacity quoted for each State as per the prescribed Format-1.
- ii. Copy of PAN and TAN certificates of Bidding company.
- iii. Bid processing fee @ Rs. _____/- for [Location/ State].
- iv. Bid Bond, as per the prescribed Format-3 shall be submitted separately for each State for the offered capacity in a separate envelop as per Clause 3.15.
- v. Checklist for Bank Guarantee submission requirements as prescribed in Format- 5

Note: All formats and relevant documents as required in the RFS shall be spiral bounded and should be flagged separately. Details of flag should be mentioned in the covering letter.

(B). ENVELOP- II TECHNO-COMMERCIAL DOCUMENTS

- i. Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as Format-6 or standard power of attorney in favour of authorized person signing the Bid. **(Power of Attorney must be supplemented by Board Resolution to above effect for the company)**. However, [NAME OF THE ORGANISATION] may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.
- ii. General particulars of bidders as per Format-2
- iii. Shareholding certificate signed by the company secretary of the bidding company and shareholding certificate signed by the company secretary of the Parent company (if parent company credentials are used).

- iv. Document in support of meeting Eligibility Criteria as per Clause no. 3.6.1 & 3.6.2.
- v. Certificates of incorporation of Bidding company and parent company(if parent company credentials are used)
- vi. Certificates of incorporation of bidding consortium, if technical consortium is envisaged in the bid submitted by bidder.
- vii. Details for meeting Financial Eligibility Criteria as per Clause no. 3.6.3 in the prescribed Format-7 along with documentary evidence for the same.
- viii. If credentials of Parent company are being used by the Bidding company/lead member of the bidding consortium than Format 8 shall be furnished.
- ix. Undertakings from the Financially Evaluated Entity or its Parent Company /Ultimate Parent Company as per Format-9.
- x. Board Resolution of the Parent Company /Ultimate Parent Company of the Bidding company duly certified by the Company Secretary to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.
- xi. Board resolution for Authorised signatory
- xii. Signed and stamped Copy of RFS Documents including amendments & clarifications by Authorised signatory on each page.

(C) ENVELOPE III- PRICE BID(S) AS PER SECTION-IV FOR BID SUBMISSION UNDER CAPEX / RESCO

The Bidder shall inter-alia take into account the following while preparing and submitting the Price Bid duly signed by an authorized signatory.

- i.) The Bidder shall submit sealed Price Bid(s) for [Location/ State] separately in the **Format-B for CAPEX Model and Format-C for RESCO Model**. Each envelope shall be superscripted as %Price Bid for ÷ .MW capacity for ÷ ÷ ..State and ÷ ÷ ÷ ÷ ..model. All the Price Bids shall be put in Envelope-III.

(D) BID DUE DATE

The Bidder should submit the Bids so as to reach the address indicated below by 1430 hrs (IST) on or before _____

[Name of the Organisation]
[Office Address]

3.10 VALIDITY OF BID

3.10.1 The bid and the Price Schedule included shall remain valid for a **period of 12 months** from the date of techno-commercial bid opening, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation, [NAME OF THE ORGANISATION] shall forfeit the Bid Bond furnished by him. *Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.*

3.10.2 In exceptional circumstances when letter of allocation is not issued, the [NAME OF THE ORGANISATION] may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Bond provided under Clause 3.15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

3.10.3 METHOD OF BID SUBMISSION

3.10.3.1 Bids are required to be submitted in a single sealed cover envelope containing Envelope-I (Covering letter, Processing fee and Bid Bonds) ,Envelope-II (Techno-Commercial documents) and Envelope III (Price Bid (s)) each one duly sealed separately. Envelope should contain the documents as detailed in Clause 3.9 above.

3.10.3.2 In case the Bidder is offering capacity in more than one [location/State] under CAPEX/RESCO, the Price Bid for each [location/State] should be sealed in separate envelope and these envelopes shall be placed in Price bid Envelope.

3.10.3.3 All the three envelopes shall be kept in a outermost Envelope. All the envelopes should be superscribed as “**Bid for Implementation of Grid connected Roof Top Solar PV System Scheme in Selected States in India**” (Strikeout whichever is not applicable) – _____Envelope-I (Covering envelope) / Envelope-II (Techno-Commercial Bid) / Envelope-III (Price Bids) along with the “**BID DUE DATE**”.

3.10.4 The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach [NAME OF THE ORGANISATION] by the Bid Deadline. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. [NAME OF THE ORGANISATION] shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. *It should be noted that except Envelope III, no other envelope*

shall contain any information/document relating to Price Bid. [NAME OF THE ORGANISATION] shall not be responsible for premature opening of the Price Bids in case of non-compliance of above.

- 3.10.5 All pages of the Bid, except for the Bid Bond, 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. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document Bidders shall submit the Bid in original, duly signed by the their authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by [NAME OF THE ORGANISATION].
- 3.10.6 If the outer cover envelope or Envelope I (Covering Envelope) or Envelope-II (Techno-Commercial Envelope) Envelope III (Price Bid(s)) is/are not closed/sealed and not superscribed as per the specified requirement, [NAME OF THE ORGANISATION] will assume no responsibility for the Bid's misplacement or premature opening.
- 3.10.7 All the envelopes shall be sealed properly & shall indicate the Name & address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information. Any term / condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RFS document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.
- 3.11 **COST OF BIDDING**
- 3.11.1 The bidder shall bear all the costs associated with the preparation and submission of his offer, and the company 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 his submission of bid even though [NAME OF THE ORGANISATION] may elect to modify / withdraw the invitation of Bid.

3.12 BID BOND

The Bidder shall furnish the Interest free Bid Bond @ Rs. _____ Lakhs (Rupees _____ Lakhs only) per MWp in the form of Bank Guarantee (BG) / Demand Draft drawn in favour of %Name of the Organisation]+, payable at New Delhi. The initial validity of Bid Bond shall be for a period of _____(Number of months) months from the Bid Deadline, which shall be extended by the bidder as per the bid validity. If the bidder fails to extend the bid bond validity as per above on request by [NAME OF THE ORGANISATION] then entire Bid bond may be forfeited. The Bid Bond of unsuccessful bidders shall be returned within 30 days from the date of issue of Letter of Allocation(s) to successful bidders. **Separate Bid Bond shall be furnished for each [location /State].** Bidders submitting Bid Bond Amount less than that required amount for the tendered capacity+ under CAPEX /RESCO than Bid for that location/state shall not be considered.

The formula applicable to calculate the Bid Bond amount under CAPEX will be:

a) Bid Bond amount = (Rs. _____ Lakh) X Bid Capacity in MWp

Example: Participating for 1.5 MWp, the bidder has to submit Bid Bond of Rs.____Lakh x 1.5 MWp = Rs. _____ Lakh(Rupees _____Only).

3.12.1 The Bid Bond shall be denominated in Indian Rupees and shall:

- i. at the Bidder's option, be in the form of either a demand draft, or a bank guarantee from a List of banks as given in Annexure-B
- ii. be confirmed for payment by the branch of the bank giving the bank guarantee at New Delhi.
- iii. be submitted in its original form; copies will not be accepted; and remain valid for a minimum period of _____ months from the date of Techno Commercial bid opening, or beyond any period of extension subsequently requested under Clause 3.13.2.

3.12.2 the Successful Bidder shall sign and stamp the Allocation Letter and return the duplicate copy of the same to [NAME OF THE ORGANISATION] within 30 days from the date of its issue.

3.12.3 The Bid Bond shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to [NAME OF THE ORGANISATION] under following circumstances:

- a. Hundred percent (100%) of Bid Bond amount, if a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner

during the period of Bid Validity specified in the RFS document and in accordance with the Clause 3.13.

- b. Hundred percent (100%) of the Bid Bond amount, if the Successful Bidder fails to unconditionally accept the Allocation letter within 15 days from the date of its issue.
- c. Hundred percent (100%) of the Bid Bond amount, if the Successful Bidder fails to furnish the Performance Security as per the Clause 3.16.

3.13 PERFORMANCE SECURITY / PERFORMANCE BANK GUARANTEE (PBG)

- 3.13.1 Within 30 days from the date of issue of Allocation letter, Successful Bidder shall furnish the Performance Security for the amount of Rs _____ Lakhs/MWp. ***PBG shall be submitted separately for each location/State for Part-A and Part-B under CAPEX and Part-A for RESCO model.***

The formula applicable to calculate the PBG amount will be:

PBG amount for allocation in a State = (Rs. _____ Lakh) X Allocated Capacity in MWp in a State="A"

Example: Allocating for 500kWp in State Rajasthan, the bidder has to submit PBG of Rs. _____ Lakh X 500/1000 MWp = Rs. _____ Lakh(Rupees _____ Only).

- 3.13.2 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a. a demand draft, or a bank guarantee from the List of banks as given in Annexure-B
- b. be confirmed for payment by the branch of the bank giving the bank guarantee at New Delhi.

- 3.13.3 The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to [NAME OF THE ORGANISATION].

- a. If the Successful Bidder is not able to commission the projects to the satisfaction of [NAME OF THE ORGANISATION], PBG amount, pro-rata to the capacity not commissioned by the Successful Bidder. However, Hundred percent (100%) PBG amount furnished for the Sanctioned Capacity for the [NAME OF THE ORGANISATION] identified locations, if the Successful Bidder fails to Commission the Projects(s) to the satisfaction of [NAME OF THE ORGANISATION].

- b. In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.
- 3.13.4 The Performance Security shall be valid for a minimum period of 18 months from the date of issue of Allocation letter(s) and shall be renewed / extended till the completion of 5 years of O&M from the date of commissioning.

3.14 OPENING OF BIDS

3.14.1 Envelope-I of the Bidders shall be opened at _____ hours on Bid Deadline date at [NAME OF THE ORGANISATION] office, in the presence of one representative from each of the Bidders who wish to be present.

3.14.2 Name of the Bidder, capacity offered for each State shall be read out to all the Bidders at the time of opening of Envelope-I and / or Envelope-II.

3.15 RIGHT TO WITHDRAW THE RFS AND TO REJECT ANY BID

3.15.1 This RFS may be withdrawn or cancelled by the [NAME OF THE ORGANISATION] at any time without assigning any reasons thereof. The [NAME OF THE ORGANISATION] 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.

3.15.1.1 The [NAME OF THE ORGANISATION] reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFS and make its own judgment regarding the interpretation of the same. In this regard the [NAME OF THE ORGANISATION] shall have no liability towards any Bidder and no Bidder shall have any recourse to the [NAME OF THE ORGANISATION] with respect to the selection process. [NAME OF THE ORGANISATION] shall evaluate the Bids using the evaluation process specified in Section -I, at its sole discretion. [NAME OF THE ORGANISATION] decision in this regard shall be final and binding on the Bidders.

3.15.1.2 [NAME OF THE ORGANISATION] reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by [NAME OF THE ORGANISATION] will be final.

3.16 ZERO DEVIATION

3.16.1 This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

3.17 **EXAMINATION OF BID DOCUMENT**

- 3.17.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.
- 3.17.2 The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.
- 3.17.3 Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by [NAME OF THE ORGANISATION].
- 3.17.4 Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.

B. CONDITIONS OF CONTRACT

3.18 SCOPE OF WORK

3.18.1 The scope of work for the bidder include Identification of buildings/leasing rooftop of buildings for 25 years, Obtaining No Objection Certificate (NOC)+ from Distribution Company (DISCOM) for grid connectivity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including operation and maintenance (O&M) of the project for a period of Five years after commissioning.

3.19 PROJECT COST /LEVELLIZED TARIFF

3.19.1 The Project cost/Levellized tariff shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a %single responsibility+ basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 5 years(under CAPEX Model) & 25 years under RESCO model, goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

3.19.2 The project cost/levellized tariff quoted is on lump sum turnkey basis and the bidder is responsible for the total Scope of Work described at Clause 3.18.1 above.

3.19.3 The project cost/levellized tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment of subsidy amount irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

3.19.4 The project cost/levellized tariff shall be inclusive of all duties and taxes, insurance etc .The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable

3.19.5 The operation & maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 5 years under CAPEX model and 25 years under RESCO model.

3.19.6 The project cost/levelized tariff shall be specified in sanction letter based on Successful Bidder's quote for each state. The project cost shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the [NAME OF THE ORGANISATION] and incorporated into the sanction letter.

3.19.7 The Bidder shall complete the Price Bid for CAPEX as per (Format-B) and RESCO as per Format-C for each location State (Section-IV) furnished in the RFS Documents.

3.20 **[NAME OF THE ORGANISATION] SERVICE CHARGES**

(If Applicable)

3.21 **INSURANCE**

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

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

3.22 **WARRANTEES AND GUARANTEES**

3.22.1 The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide system warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 5 years from the date of commissioning. The successful bidder has to transfer all the Guarantees /Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and [NAME OF THE ORGANISATION] will not be responsible in any way for any claims whatsoever on account of the above.

3.23 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

- 3.23.1 The Design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- III (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.
- 3.23.2 The specifications of the components should meet the technical specifications mentioned in Section III.
- 3.23.3 Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

3.24 OPERATION & MAINTENANCE (O&M)

- 3.24.1 The bidder shall be responsible for Operation and Maintenance of the Roof top Solar PV system of capacity above 10kWp for a period of 5 years, during which [NAME OF THE ORGANISATION] will monitor the project for effective performance in line with conditions specified elsewhere in the bid document and for project having capacity upto 10kWp (Part-B consumers) project should have warranty for 5 years only. During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU~~ç~~ etc and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

3.25 METERING AND GRID CONNECTIVITY

Metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). [NAME OF THE ORGANISATION]/SNA could facilitate connectivity; however the entire responsibility lies with bidder only.

3.26 PLANT PERFORMANCE EVALUATION

The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of 10% subsidy and as per Clause 6.9 of Section-II. Minimum CUF of 15% should be

maintained for a period of 5years. The bidder should send the periodic plant output details to [NAME OF THE ORGANISATION] for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

3.27 PROGRESS REPORT

The bidder shall submit the progress report monthly to [NAME OF THE ORGANISATION] in Prescribed Proforma. [NAME OF THE ORGANISATION] will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the bidder.

3.28 PROJECT INSPECTION.

The project above 10kWp progress will be monitored by [NAME OF THE ORGANISATION] and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from [NAME OF THE ORGANISATION] or any authorized agency/experts.

3.28.1 Project(s) below 10kWp shall be inspected by the bidder from the [NAME OF THE ORGANISATION] list of empanelled experts as per the checklist requirement of [NAME OF THE ORGANISATION] for release of subsidy, if required by [NAME OF THE ORGANISATION]. All the expenses for inspection in this regard shall be borne by the Bidder only.

3.28.1.1 [NAME OF THE ORGANISATION] reserves the right to do sample inspection checks for the projects commissioned by the Bidder.

3.28.2 [NAME OF THE ORGANISATION] may also depute a technical person(s) from its list of empanelled experts for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufactures facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required.

3.29 CANCELLATION OF SUBSIDY
(If Applicable)

3.30 APPLICABLE LAW

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

3.31 SETTLEMENT OF DISPUTE

3.31.1 If any dispute of any kind whatsoever arises between [NAME OF THE ORGANISATION] and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent. .

3.31.2 If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause 3.31.2, shall be finally settled by arbitration.

3.31.3 IN CASE THE CONTRACTOR IS A PUBLIC SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT.

3.31.3.1 In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.31.4 IN CASE THE CONTRACTOR IS NOT A PUBLIC SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT.

3.31.4.1 In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

3.31.4.2 The [NAME OF THE ORGANISATION] and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the latter of the two arbitrators has been appointed, the third arbitrator

shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

- 3.31.4.3 If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
 - 3.31.4.4 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause 3.34 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.
 - 3.31.4.5 Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
 - 3.31.4.6 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
 - 3.31.4.7 The arbitrator(s) shall give reasoned award.
- 3.31.5 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
- 3.31.6 Cost of arbitration shall be equally shared between the Successful bidder or Contractor and [NAME OF THE ORGANISATION].

3.32 **FORCE MAJEURE**

3.32.1 Notwithstanding the provisions of clauses contained in this RFS document; the contractor shall not be liable to forfeit (a) Security deposit for delay and (b) termination of contract; if he is unable to fulfill his obligation under this contract due to force majeure conditions.

3.32.2 For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a Force majeure situation exists or not,

shall be decided by [NAME OF THE ORGANISATION] and its decision shall be final and binding on the contractor and all other concerned.

3.32.3 In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, [NAME OF THE ORGANISATION] has the right to terminate the contract in which case, the security deposit shall be refunded to him.

3.32.4 If a force majeure situation arises, the contractor shall notify [NAME OF THE ORGANISATION] in writing promptly, not later than 14 days from the date such situation arises. The contractor shall notify [NAME OF THE ORGANISATION] not later than 3 days of cessation of force majeure conditions. After examining the cases, [NAME OF THE ORGANISATION] shall decide and grant suitable additional time for the completion of the work, if required.

3.33 **LANGUAGE**

3.33.1 All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between the [NAME OF THE ORGANISATION] and the bidder shall be in English language.

3.34 **OTHER CONDITIONS**

3.34.1 The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of [NAME OF THE ORGANISATION] in writing.

3.34.2 The Successful bidder shall not display the photographs of the work and not take advantage through publicity of the work without written permission of [NAME OF THE ORGANISATION] and owner of the Rooftop.

3.34.3 The Successful bidder shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.

3.34.4 **SUCCESSORS AND ASSIGNS:**

In case the [NAME OF THE ORGANISATION] or Successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

3.34.5 SEVERABILITY:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & 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 & effect.

3.34.6 COUNTERPARTS:

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

3.34.7 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES:

This contract is not intended & shall not be construed to confer on any person other than the [NAME OF THE ORGANISATION] & Successful bidder hereto, any rights and / or remedies herein.

3.34.8 PRICE PREFERENCE FOR M.S.M.E

All benefits are available to MSMEs subject to compliance of provision of MSMED Act,2006 and its amendment thereof.

3.34.9 CORRESPONDENCE

Bidder requiring any clarification on bid documents may contact in writing or by Fax /E Mail.

Sl. No	Name	Contact Number	Email id
1.			
2.			

SECTION-II

EVALUATION CRITERIA AND SUBSIDY DISBURSEMENT

4(i) BID EVALUATION AND SUBSIDY DISBURSEMENT

i.1. BID EVALUATION

The evaluation process comprises the following four steps:

- Step I - Responsiveness check of Techno Commercial Bid
- Step II - Evaluation of Bidder's fulfilment of Eligibility Criteria as per Clause 3.3 of Section-I
- Step III - Evaluation of Price Bid
- Step IV - Successful Bidders(s) selection

i.2. RESPONSIVENESS CHECK OF TECHNO COMMERCIAL BID

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFS subject to Clause 3.3.1, Clause 3.3.2, and Clause 3.3.3. Any of the following may cause the Bid to be considered ~~Non-responsive~~, at the sole discretion of [NAME OF THE ORGANISATION]:

- a. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, valid Bid Bond, etc.;
- b. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFS;
- c. Material inconsistencies in the information /documents submitted by the Bidder, affecting the Eligibility Criteria;
- d. Information not submitted in the formats specified in this RFS;
- e. Bid being conditional in nature;
- f. Bid not received by the Bid Deadline;
- g. Bid having Conflict of Interest;
- h. More than one Member of a Bidding Company using the credentials of the same Parent Company /Affiliate;

- i. Bidder delaying in submission of additional information or clarifications sought by [NAME OF THE ORGANISATION] as applicable;
- j. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFS before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up. Clause 3.3 shall be used to check whether each Bidder meets the stipulated requirement.

5. PRELIMINARY EXAMINATION

5.1. The [NAME OF THE ORGANISATION] will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the Bids are otherwise in order.

5.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total Amount that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total amount shall be corrected. If there is a discrepancy between words and figures, the amount written in words will prevail.

6. EVALUATION OF BIDDER'S FULFILMENT OF ELIGIBILITY CRITERIA

6.1. Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 3.3. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.

6.2. EVALUATION OF PRICE BID

Price Bid (Envelope III) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, on a date as may be intimated by [NAME OF THE ORGANISATION] to the Bidders through [NAME OF THE ORGANISATION] website _____ or Email. The evaluation of Price Bid shall be carried out based on the information furnished in Envelope III (Price Bid). The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the RFS. Any Bid not meeting any of the requirements of this RFS may cause the Bid to be considered ~~Non-responsive~~ at the sole decision of the [NAME OF THE ORGANISATION]. The Price bids for the for each State shall be evaluated separately for CAPEX(Part-A and Part-B) and RESCO(Part-A) as follows:

6.2.1. CAPEX (Part-A and Part-B)

The Price bids for the for each State shall be evaluated separately as follows;

- a. The Price bids for each State shall be evaluated separately on project cost basis quoted for Part-A capacity and Part-B capacity separately.
- b. Since the maximum allowable project cost is Rs ____/Wp, so bidder submitting bid above the maximum allowable project cost for Part-B and/or Part-A capacity as per the price bid shall be rejected.

6.2.2. RESCO (Part-A)

The tariff quoted for the for each location/State shall be evaluated separately as follows;

- a. The tariff for each State shall be evaluated separately on levellized tariff basis quoted for Part-A capacity only. RESCO is available for Part-A projects only.
- b. Since the maximum allowable levellized tariff for 25 years in this part is Rs ____/kWh, so bidder submitting bid above the maximum allowable project cost for Part-A shall be rejected.

6.3. SUCCESSFUL BIDDER(S) SELECTION

6.3.1. Bids qualifying in Clause 3.6 shall only be evaluated in this stage.

6.3.2. The Project Cost/Levellized Tariff requirement for Part-A capacity as well as for Part-B capacity(only for CAPEX model projects) quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest for each location/State separately under CAPEX /RESCO.

6.3.2.1. Based on the price bid quoted by the bidders for Part-A capacity, [NAME OF THE ORGANISATION] shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ _ (L1 being the lowest project cost for Part-A capacity). Similar process as per clause 6.3.2.1 will be adopted for Part-B capacity separately.

6.3.2.2. For all the states and for Part-B and Part-A capacity, lowest bidder will be declared as the successful bidder. For further allocation, the L2 bidder will be asked to match the price quoted by the L1 bidder. In case the L2 bidder refuses to match the L1 price then L3 bidder shall be offered to match L1 price. The process will continue till the next bidder matches the L1 price. The bidder who matches the L1 price will

also be declared Successful bidder for that state. The intent is to have two bidders in a State for Part-A and Part-B capacity .However, [NAME OF THE ORGANISATION] at its own discretion may relax the condition.

6.3.2.3. Similar process as per clause 6.3.2 will be adopted for all the States separately and also separately for CAPEX and RESCO model.

6.3.2.4. All the qualified bidders of a State and empanelled companies of the State except the L1 bidder will be given 10 days from the date of notification of L1 price on [NAME OF THE ORGANISATION] website to give their consent to execute the work at L1 price failing which it will be assumed that they are not interested to match L1 price. In case of more than one such response is received expressing their consent to match the L1 price and to execute the capacity in the State then the preference shall be given in the ascending order of the bid quoted by the bidder. ie first

preference will be given to L2 then L3 and so on until entire capacity is allocated.

6.3.3. Letter(s) of Allocation (LOA): The Letter(s) of Allocation (LOA) shall be issued to all such Successful Bidders(s) selected as per the provisions of this Clause 6.3.2

6.3.4. Each Successful Bidder shall acknowledge the LOA and return duplicate copy with signature & stamp of the authorized signatory of the Successful Bidder to the [NAME OF THE ORGANISATION] within Thirty (30) days of issue of LOA.

6.3.5. If the Successful Bidder, to whom the Letter of Allocation has been issued does not fulfil any of the conditions specified in Bid document, the [NAME OF THE ORGANISATION] reserves the right to annul/cancel the award of the Letter of Allocation of such Successful Bidder and forfeit the PBG/Bid Bond.

6.3.6. The [NAME OF THE ORGANISATION] at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion

6.3.7. There shall be no negotiation on the quoted Project cost or Subsidy requirement between the [NAME OF THE ORGANISATION] and the Bidder(s), during the process of evaluation.

6.3.8. **For Part-A and Part-B**

The intent has been to have more than one bidder in a State at L1 rate .So apart from the procedure adopted under clause 6.3.2 of RFS, following methodology shall be adopted to allocate the remaining capacity, ***if none of the qualified bidder of the State matches the L1 price in a State:***

- 6.3.8.1. In such cases, the details of the remaining capacity under each State and the L1 price of that State will be notified through [NAME OF THE ORGANISATION] website for information to all the qualified bidders. All qualified bidders on State-India basis within 10 days from the date of notification on [NAME OF THE ORGANISATION] website or against individual intimation shall give their consent along with the Bid bond of equivalent amount to [NAME OF THE ORGANISATION] for execution of the remaining capacity at L1 rate of the State they are interested.
- 6.3.8.2. In case of more than one such response is received expressing their consent to execute the capacity in the State they are interested then the preference shall be given in the alphabetical order of their names.

6.4. INCREASE/DECREASE OF BIDDER ALLOCATED CAPACITY IN A STATE

- 6.4.1. [NAME OF THE ORGANISATION] reserves the right to increase upto twenty five percent (25%) of the Bidder Allocated Capacity at its sole discretion and at the request of the Bidder at L1 price of the State only.
- 6.4.2. In case bidder has requested for reduction in Allocated capacity, then upto 25% reduction of allocated capacity in a State for Part-A capacity only can be accepted by [NAME OF THE ORGANISATION] without forfeiture of PBG at [NAME OF THE ORGANISATION] sole discretion subject to the condition that bidder has received atleast sanction of 75% of allocated capacity for Part-A capacity for that state.
- 6.4.3. In case capacity is modified by [NAME OF THE ORGANISATION] as per Clause 6.4.1 & 6.4.2 above, Successful bidder shall submit the equivalent amount of PBG/Amended PBG to [NAME OF THE ORGANISATION] within 30 days from the date of issue of allocation letter /sanction letter.

6.5. TRANSFER OF CAPACITY

- 6.5.1. At sole discretion of [NAME OF THE ORGANISATION], [NAME OF THE ORGANISATION] may allow transfer of allocated capacity in full or part. However, such transfer shall generally be allowed as per Bidder request, if agreed by [NAME OF THE ORGANISATION].

6.5.2. Part-B capacity shall be non-transferrable. However, competent authority of [NAME OF THE ORGANISATION] at its own discretion can relax the condition.

6.5.3. Inter-state transfer of allocated capacity as per the request may be allowed, subject to above clause 6.5.1 at the price quoted by Successful bidder of the transferor State or at the L1 price of the new State, whichever is lower. Transfer of capacity as per Clause 6.5.1 and Clause 6.5.2 shall be done within the states indicated in table of Clause 2.1.3.

6.5.4. Amended Performance security (PBG pertaining to additional capacity allocated or capacity transferred shall be submitted by bidder within 30 days from the date of issue of such notification.

Note: Increase/decrease/transfer of the Successful Bidder Capacity at the time of Allocation will be at the sole discretion of [NAME OF THE ORGANISATION].

6.6. NOTIFICATION TO SUCCESSFUL BIDDERS

6.6.1. The name of Successful Bidders shall be notified indicating the allocated capacity and the awarded project price in a state on [NAME OF THE ORGANISATION] website and also shall be notified individually through letter of allocation.

6.7. MAXIMUM CHARGEABLE TARIFF FOR ENERGY SALE UNDER CAPEX MODEL

Energy sale will be allowed under CAPEX model also and the maximum chargeable levellized tariff (per year) is up to Rs. ____/kWh for 25 years.

6.8. PROJECT ALLOCATION AND SANCTION

6.8.1. The identification of the projects (roof tops) at time of bidding is not mandatory. The Bidders, however, in their own interest are advised to make a preliminary survey of availability of roof tops in the cities of the States for which they intend to Bid, as well as issue of Grid connectivity, as non-availability of roof tops and non-completion of other formalities after allocation of project will result in forfeiture of Bid Bond/PBG amount submitted by them.

6.8.2. The Successful Bidders selected as described in Clause 6.3 above shall be issued Letter of Allocation (LOA) indicating the allocated capacity for Part-B and Part-A under CAPEX & Levellized tariff for Part-A etc.

6.8.3. The bidders who have been notified as Successful Bidders, shall be given 12 months from the date of issue of Letter of Allocation for commissioning

of the allocated capacity in which roofs identification is also in the bidders scope

- 6.8.3.1. Preference should be given to [NAME OF THE ORGANISATION] identified roofs first. In the event of offer given by [NAME OF THE ORGANISATION] to the Bidder to execute the project in the [NAME OF THE ORGANISATION] identified roof, the time for submission of project sanction documents by the bidder to [NAME OF THE ORGANISATION] will be 30 days from the date of issue of allocation letter which can be extended depending upon the merit of the case. Failure of non-compliance of same shall lead to forfeiture of PBG for that

State in proportion to the capacity allocated in the [NAME OF THE ORGANISATION] identified location.

- 6.8.3.2. Further, Successful Bidders can start submitting their Project sanction documents as soon as they receive LOA from [NAME OF THE ORGANISATION]. Project sanction documents shall be submitted to [NAME OF THE ORGANISATION] with minimum Project size of 10 kWp for Part-A consumers and less than 10 kW for Part-B consumers with maximum up to their allocated capacity. If after 12 months, the successful bidder could not identify and commission the rooftop(s) capacity up to the allocated capacity and submit Project sanction documents, in such case PBG for unidentified allocated capacity may be forfeited and the unidentified allocated capacity gets cancelled and bidder including its affiliates/GROUP COMPANIES/ Parent / Ultimate parent company may be debarred to participate in [NAME OF THE ORGANISATION] future tenders for a period as decided by the competent authority of [NAME OF THE ORGANISATION].

- 6.8.3.3. Successful bidders shall share the time and date stamping photographs of the roofs and location details with [NAME OF THE ORGANISATION] before entering into any legal agreement with the Owner. This has to ensure that the location identified by the Successful bidder is freshly identified and strictly complying the norms provided in Clause 13.2 below.

- 6.8.4. For identification of projects, [NAME OF THE ORGANISATION] or state nodal agency (SNA) may provide help. However the entire responsibility of finding the buildings lies with the Bidder.

- 6.8.5. Onus of identifying the buildings/rooftops and completing the other documentation like finalizing the Project report and entering into agreements with the buildings/rooftops owners lies with the Successful Bidder within the

above mentioned time frame even for the buildings/rooftops identified by [NAME OF THE ORGANISATION] for preferential installation.

- 6.8.6. After the Project Sanctioned Document have been submitted by the Successful Bidder/ Project Developer and accepted by [NAME OF THE ORGANISATION], [NAME OF THE ORGANISATION] will issue the Sanction Letter(s) for the Project (s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 9 months from the date of issue of allocation Letter.
- 6.8.7. If the Bidder fails to commission the project within specified time, penalty on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months, the project will get cancelled and the total PBG would be forfeited. Please refer Clause 8& 9 below for details.

6.9. SUBSIDY DISBURSEMENT:

- 6.9.1. [NAME OF THE ORGANISATION] will provide 15% of the L1 Project Cost awarded to the Successful Bidder in Price Bid for that State as subsidy.
- 6.9.2. The Project cost awarded to the bidder through letter of allocation shall be considered as the Project Cost for this purpose. Total liability of [NAME OF THE ORGANISATION] under this contract shall be limited to release of this 15% subsidy on the L1 Project awarded to the Bidder through letter of allocation.
- 6.9.3. The subsidy of Part-A /Part-B projects above 10kWp will be disbursed as follows.
- a) 100 %Subsidy will be released after the issuance of Commissioning/ completion certificate and acceptance of project as per Clause 12.1.1

If any extra facilities are agreed between the Successful Bidder and the owner beyond the scope of this allocation letter/ RFS document than extra payment shall be made by the Owner on mutually decided (Owner & Successful Bidder) terms and conditions. In any case, [NAME OF THE ORGANISATION] shall neither interfere in their business affairs nor shall be liable for extra claim by Successful Bidder or Owner.

- 6.9.4. [NAME OF THE ORGANISATION] may consider to release as case to case basis depending on the actions taken by the Successful Bidder and the progress achieved in the process, the subsidy amount indicated at Clause 6.9.3 (a) above in case Grid connectivity of the Project has not been done

although the Project is otherwise ready for the commissioning. However, the PBG shall not be released till the project is connected with the Grid. No NOC from DISCOM is required for the grid connectivity for the Part-B projects (below 10kWp). However, this does not exempt the project requirement for grid connectivity. For avoidance of doubts on grid connectivity respective SERC and DISCOM norms must be followed.

- 6.9.5. In case the Successful Bidder/ Project Developer is not the Owner of the Project, subsidy shall be released to Successful Bidder/ Project Developer after written consent of Owner only.

7. OTHER CONDITIONS

- 7.1. Bidder or owner of the building has to obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity. [NAME OF THE ORGANISATION] shall not have any responsibility in this regard.

7.2. Bid bond and Processing fee submission:

Bid bond shall be submitted separately for each State for the offered capacity in a separate envelop (along with Processing fee) superscripted with name of State for which Bid is being quoted & other details .However, Processing fee for all the States for which the bid are being submitted may be consolidated and a single DD may be furnished.

7.3. **TAX EXEMPTIONS:**

Price bids are invited inclusive of Taxes and duties. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Dept of Govt. of India by the bidder. [NAME OF THE ORGANISATION] in no case will be responsible for providing any tax exemptions to the bidder.

7.4. **ELIGIBILITY OF STANDALONE SYSTEM:**

- 7.4.1. Standalone system is not allowed under this scheme. The system should be grid connected.

7.5. **REQUIREMENT OF APPROVALS ON MAKES OF THE COMPONENTS:**

- 7.5.1. The modules should be manufactured in India only. Rest of the components can be procured from any source. However these items should meet the Technical specification and standards mentioned in RFS.

7.6. **OPERATION OF THE SYSTEM DURING WEEKENDS AND GENERAL HOLIDAYS AND CALCULATION OF CUF:**

- 7.6.1. During grid failure, the SPV system stops generating. Any instances of grid failure need to be mentioned in the monthly report and those instances need to be authorised by local DISCOM. Then the period will be excluded in calculation of CUF.
- 7.7. Taxes and duties shall be paid extra by the bidder as applicable on the [NAME OF THE ORGANISATION] service charges and the bid processing fee.

8. PENALTY FOR DELAY IN PROJECT IMPLEMENTATION

- 8.1. [NAME OF THE ORGANISATION] will issue the sanction letter(s) for the Project (s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RFS document. The Bidder shall complete the project identification, design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 12 months from the date of issue of allocation letter.
- 8.2. If the bidder fails to commission the allocated capacity within 12 months from date of issue of allocation letter, Penalty on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months allocated capacity will get cancelled and the PBG amount pro-rata to non-commissioned capacity would be forfeited.

Example: If a project of 500 kW is delayed by 36 days then the LD will be levied as given below.

$$\text{PENALTY} = ((\text{Performance Security})/180 \text{ days}) * \text{delayed days} = (7, 50,000 / 180) * 36$$

$$= \text{Rs.1,50, 000.}$$

9. TIME OF COMPLETION OF ALLOCATED CAPACITY:

- 9.1 Project completion shall be **12 months from the date of issue of allocation letter**. Failure of non-compliance of same shall lead to forfeiture of PBG for that State in proportion to the capacity not identified.
- 9.2 For any additional capacity, bidder shall complete/commission the capacity within 3 months from the date of issue of allocation letter/sanction letter. This will include submission of project sanction documents to the satisfaction of [NAME OF THE ORGANISATION].
- 9.3 The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

9.4 A joint programme of execution of the Work will be prepared by the Engineer-in-Charge or its representative nominated for the purpose and Successful bidders based on priority requirement of this project. This programme will take into account the time of completion mentioned in clause 9.1 above and the time allowed for the priority Works by the Engineer-in-Charge.

9.5 Monthly/Weekly implementation programme will; be drawn up by the Engineer-in-Charge jointly with the Successful bidder, based on availability of Work fronts as per Clause 9.4 above. Successful bidder shall scrupulously adhere to these targets /programmes by deploying adequate personnel, tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements, the decision of the Engineer-in-Charge will be final and binding.

10. **USER ID FOR UPDATING THE PROJECT PROGRESS ON BI-WEEKLY BASIS**

Successful bidder authorised representative in whose name PoA has been executed and submitted along with the bid shall be provided Password and User id for updating the project progress on **monthly** basis in the sanction letter/Allocation letter for the State. Successful bidder should update the info as per the requirement of the software tool .Non updating of the progress shall be considered as no progress and shall attract punitive actions as per the relevant provision of the Contract. However, the decision of Engineer . in . charge shall be final in this regard.

11. **INSPECTION AND AUDIT BY THE GOVERNMENT**

11.1. The Successful bidder shall permit the [NAME OF THE ORGANISATION] to inspect the Successful bidder's site, accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the [NAME OF THE ORGANISATION], if so required by the [NAME OF THE ORGANISATION] any time.

12. **COMMISSIONING /COMPLETION CERTIFICATE:**

12.1. Application for completion/commissioning certificate:

When the Successful bidder fulfils his obligation under the Contract, he shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall normally issue to the Successful bidder the Completion Certificate within one month after receiving any application therefore from the Successful bidder after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract

documents. The Successful bidder, after obtaining the Completion Certificate, is eligible to avail the subsidy as per the Clause 6.9

12.1.1. DOCUMENT SUBMISSION FOR ISSUE COMMISSINONING/ COMPLETION CERTIFICATE :

For the purpose of Clause 12.1 above the following documents will be deemed to form the completion documents:

- a. Checklist for inspection of Roof top SPV power plants as per [NAME OF THE ORGANISATION] format.
- b. Project completion report from successful bidder as per [NAME OF THE ORGANISATION] format
- c. Project completion/satisfaction certificate from roof top owners/project developers.

12.1.2. FINAL DECISION AND FINAL CERTIFICATE:

- 12.1.2.1. Upon completion of 5 years of O&M and subject to the Engineer-in-Charge being satisfied, the Engineer-in-Charge shall (without prejudice to the rights of the [NAME OF THE ORGANISATION] to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Successful bidder shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner of Roof/[NAME OF THE ORGANISATION].

12.2. DEDUCTIONS FROM THE CONTRACT PRICE:

- 12.2.1. All costs, damages or expenses which [NAME OF THE ORGANISATION] may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/will be liable, will be claimed by the [NAME OF THE ORGANISATION]. All such claims shall be billed by the [NAME OF THE ORGANISATION] to the Contractor within 15 (fifteen) days of the receipt of the payment request and if not paid by the Successful bidder within the said period, the [NAME OF THE ORGANISATION] may, then, deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy the [NAME OF THE ORGANISATION] of such claims.

12.3. CORRUPT OR FRAUDULENT PRACTICES

The [NAME OF THE ORGANISATION] requires that Successful Bidders/ Contractors should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, the [NAME OF THE ORGANISATION]:

- 12.3.1. defines, for the purposes of this provision, the terms set forth as follows :
- 12.3.2. %corrupt practice+ means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and
- 12.3.3. %fraudulent practice+ means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of the [NAME OF THE ORGANISATION]/Govt scheme, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the [NAME OF THE ORGANISATION] of the benefits of free and open competition;
- 12.3.4. will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government/ [NAME OF THE ORGANISATION] schemes.

13. DEBARRED FROM PARTICIPATING IN [NAME OF THE ORGANISATION]'S ROOF TOP TENDER

- 13.1. [NAME OF THE ORGANISATION] 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 RFS, such Bidders may be debarred from participating in [NAME OF THE ORGANISATION] any future tender for a period as decided by the competent authority of [NAME OF THE ORGANISATION].
- 13.2. The Successful bidder must ensure that the ROOF TOP SOLAR PV SCHEME-PHASE-IV-Part-2 subsidy is available for newly commissioned projects i.e. for the projects whose construction/despatch of equipments have been started only after the issue of sanction letter/allocation letter .Any roofs on which projects has been installed or commissioned before the issue of allocation letter/sanction letter shall be construed as fraudulent activity in which case Successful bidder(s) may be debarred from participating in [NAME OF THE ORGANISATION] future tender for a period as decided by the Competent authority. However, such locations may be used for installation of additional capacity with the prior approval of competent authority.

SECTION-III

TECHNICAL SPECIFICATIONS

The proposed projects shall be commissioned as per the technical specifications given below. Any shortcomings will lead to cancellation of subsidy in full or part as decided by [NAME OF THE ORGANISATION] & Competent Authority's decision will be final and binding on the bidder.

14. DEFINITION

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables and switches. PV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

Solar PV system shall consist of following equipments/components.

- Solar PV modules consisting of required number of **Crystalline** PV modules.
- Grid interactive Power Conditioning Unit with Remote Monitoring System
- Mounting structures
- Junction Boxes.
- Earthing and lightening protections.
- IR/UV protected PVC Cables, pipes and accessories

14.1. SOLAR PHOTOVOLTAIC MODULES:

14.1.1. The PV modules used should be made in India.

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

- a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701
- b) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum **250** Wp and above wattage. Module capacity less than minimum **250** watts should not be accepted

- c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- d) PV modules must be tested and approved by one of the IEC authorized test centers.
- e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
- f) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. [NAME OF THE ORGANISATION]/owners shall allow only minor changes at the time of execution.
- g) Other general requirement for the PV modules and subsystems shall be the Following:
 - I. The rated output power of any supplied module shall have tolerance of +/- 3%.
 - II. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - III. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
 - IV. IV curves at STC should be provided by bidder.

14.1.3. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).

- a) Name of the manufacturer of the PV module
- b) Name of the manufacturer of Solar Cells.
- c) Month & year of the manufacture (separate for solar cells and modules)
- d) Country of origin (separately for solar cells and module)
- e) I-V curve for the module Wattage, I_m , V_m and FF for the module
- f) Unique Serial No and Model No of the module
- g) Date and year of obtaining IEC PV module qualification certificate.
- h) Name of the test lab issuing IEC certificate.
- i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

14.1.4. Warranties:

- a) Material Warranty:

- i. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
 - ii. Defects and/or failures due to manufacturing
 - iii. Defects and/or failures due to quality of materials
 - iv. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option
- b) Performance Warranty:
- i. The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25 year period and not more than 10% after ten years period of the full rated original output.

15. **ARRAY STRUCTURE**

- a) Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.
- b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (like Delhi-wind speed of 150 km/ hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to [NAME OF THE ORGANISATION]. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used which can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- f) Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.

- g) The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².
- h) The minimum clearance of the structure from the roof level should be 300 mm.

16. JUNCTION BOXES (JBs)

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

17. DC DISTRIBUTION BOARD:

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

18. AC DISTRIBUTION PANEL BOARD:

- a) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- c) The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- d) All the Panels shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz

- e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) Should conform to Indian Electricity Act and rules (till last amendment).
- h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

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

19. PCU/ARRAY SIZE RATIO:

- a) The combined wattage of all inverters should not be less than rated capacity of power plant under STC.
- b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

20. PCU/ Inverter:

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

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

- Humidity : 95 % Non-condensing
 - Protection of Enclosure : IP-20(Minimum) for indoor.
: IP-65(Minimum) for outdoor.\
 - Grid Frequency Tolerance range : + 3 or more
 - Grid Voltage tolerance : - 20% & + 15 %
 - No-load losses : Less than 1% of rated power
 - Inverter efficiency(minimum) : >93% (In case of 10kW or above)
 - Inverter efficiency (minimum) : > 90% (In case of less than 10 kW)
 - THD : < 3%
 - PF : > 0.9
- a) Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but In case of less than 10kW single phase inverter can be used.
 - b) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
 - c) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
 - d) Built-in meter and data logger to monitor plant performance through external computer shall be provided.
 - e) The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2(1,2,14,30) /Equivalent BIS Std.
 - f) The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS std. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
 - g) The PCU/ inverters should be tested from the MNRE approved test centres / NABL /BIS /IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

21. INTEGRATION OF PV POWER WITH GRID:

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV

system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

22. DATA ACQUISITION SYSTEM / PLANT MONITORING

- i. Data Acquisition System shall be provided for each of the solar PV plant.
- ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.
- iii. Solar Irradiance: An integrating Pyranometer / Solar cell based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.
- iv. Temperature: Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with readouts integrated with the data logging system
- v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
 - a. AC Voltage.
 - b. AC Output current.
 - c. Output Power
 - d. Power factor.
 - e. DC Input Voltage.
 - f. DC Input Current.
 - g. Time Active.
 - h. Time disabled.
 - i. Time Idle.
 - j. Power produced
 - k. Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage).
- vi. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- vii. PV array energy production: Digital Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class.

- viii. Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.
- ix. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- x. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.
- xi. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- xii. All instantaneous data shall be shown on the computer screen.
- xiii. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
- xiv. Provision for Internet monitoring and download of data shall be also incorporated.
- xv. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and temperature monitoring system.
- xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis.
- xvii. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.
- xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner /[NAME OF THE ORGANISATION] location with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and operation and maintenance/control to be ensured by the supplier. Provision for interfacing these data on [NAME OF THE ORGANISATION] server and portal in future shall be kept.

23. TRANSFORMER “IF REQUIRED” & METERING:

- a) Dry/oil type relevant kVA, 11kV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.
- b) The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- c) The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant

with distribution network and submit the same to [NAME OF THE ORGANISATION] before commissioning of SPV plant.

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

24. POWER CONSUMPTION:

- a) Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Finalization of tariff is not under the purview of [NAME OF THE ORGANISATION] or MNRE. Decisions of appropriate authority like DISCOM, state regulator may be followed.

25. PROTECTIONS

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

25.1. LIGHTNING PROTECTION

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

25.2. SURGE PROTECTION

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

25.3. EARTHING PROTECTION

- i. Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/[NAME OF THE ORGANISATION] as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- ii. Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

25.4. GRID ISLANDING:

- i. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as ~~%~~islands.+ Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- ii. A manual disconnect 4pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel

26. CABLES

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

- i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- ii. Temp. Range: . 10°C to +80°C.
- iii. Voltage rating 660/1000V
- iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- v. Flexible
- vi. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
- vii. Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.
- viii. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25years.
- ix. The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant provided by the bidder. Any change in cabling sizes if desired by the bidder/approved after citing appropriate reasons. All cable schedules/layout drawings approved prior to installation.
- x. Multi Strand, Annealed high conductivity copper conductor PVC type ~~A~~q pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item / component Standard

Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V ,UV resistant for outdoor installation IS /IEC 69947.

- xi. The size of each type of DC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 1%.
- xii. The size of each type of AC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 2 %.

27. CONNECTIVITY

The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

Plant Capacity	Connecting voltage
Up to 10 kW	240V-single phase or 415V-three phase at the option of the consumer
Above 10kW and up to 100 kW	415V . three phase
Above 100kW	At HT/EHT level (11kV/33kV/66kV) as per DISCOM rules

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

28. TOOLS & TACKLES AND SPARES:

- i. After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the bidder for maintenance purpose. List of tools and tackles to be supplied by the bidder

for approval of specifications and make from [NAME OF THE ORGANISATION]/ owner.

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

29. DANGER BOARDS AND SIGNAGES:

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

30. FIRE EXTINGUISHERS:

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

- a) Portable fire extinguishers in the control room for fire caused by electrical short circuits
- b) Sand buckets in the control room
- c) The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

31. DRAWINGS & MANUALS:

- i. Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
- ii. Approved ISI and reputed makes for equipment be used.
- iii. For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to [NAME OF THE ORGANISATION]/owners before progressing with the installation work

32. PLANNING AND DESIGNING:

- i. The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labor. The bidder should submit the array layout drawings along with

Shadow Analysis Report to [NAME OF THE ORGANISATION]/Owner for approval.

- ii. [NAME OF THE ORGANISATION] reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.
- iii. The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidder submit three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

33. DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT

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

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

The Solar PV system on the rooftop of the selected buildings will be installed for meeting upto 90% of the annual energy requirements depending upon the area of rooftop available and the remaining energy requirement of the office buildings will be met by drawing power from grid at commercial tariff of DISCOMs.

35. SAFETY MEASURES:

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

Rupees in Figures							
Rupees in words							

Note:

1. Unit Rate (Rs/Wp) for Part-A Capacity and Unit Rate (Rs/Wp) for Part-B capacity shall not exceed Rs 0.00/Wp (*Insert latest MNRE Benchmark Price*).
2. For Special category States of RFS, subsidy is available @ 15% (*or applicable as per latest MNRE guidelines*) of L1 project cost quoted by the Successful Bidder
3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total Amount that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total amount shall be corrected. If there is a discrepancy between words and figures, the amount written in words will prevail.
4. Each Successful Bidder shall be allocated 50 % of the Part-B capacity and 50 % of the Part-A capacity as per capacity indicated in table in Clause 2.1.3. Bidder shall quote %Part-B capacity+and %Part-A capacity+accordingly.

Yours faithfully

Date: 0 0 0 0 0 0 0 Signature:.....

Place:Printed Name.....

Business Address: Designation:.....

Country of Incorporation: (Common Seal).....

(State or Province to be indicated)

SECTION-IV
PRICE BID FOR RESCO
(PART-B)

(To be submitted online in a separate envelope for different States of India _____ super scribing name of the State)

RFS No: _____ dated _____

Year of Operation	Tariff (Rs/kWh)	Discount Factor at 11% (or as applicable)	Discounted Tariff (Rs/kWh)
(1)	(2)	(3)	4=(2)X(3)
Year 1 w.e.f. date of commercial operation to 31 st March of immediately succeeding financial year		1.000	X1
Year 2 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.901	X2
Year 3 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.812	X3
Year 4 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.731	X4
Year 5 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.659	X5
Year 6 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.593	X6
Year 7 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.535	X7
Year 8 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.482	X8
Year 9 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.434	X9
Year 10 w.e.f 1 st April to 31 st March of immediately		0.391	X10

succeeding financial year			
Year 11 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.352	X11
Year 12 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.317	X12
Year 13 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.286	X13
Year 14 w.e.f 1 st April to 31 st March of immediately Succeeding financial year		0.258	X14
Year 15 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.232	X15
Year 16 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.209	X16
Year 17 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.188	X17
Year 18 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.170	X18
Year 19 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.153	X19
Year 20 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.138	X20
Year 21 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.124	X21
Year 22 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.112	X22
Year 23 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.101	X23
Year 24 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.091	X24

Year 25 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.082	X25
Total		9.351	$X=X1+X2+X3+\dots +X25$
Levellized Tariff for 25 years (in Rs /kWh)= $X / 9.351$			
Levellized Tariff for 25 years in words			

Note:

- The levellized tariff shall be calculated up to three decimal places. However in case of a tie it may be expanded to break the tie.
- Tariff stream quoted by the bidder shall be levellized with a discounting rate of 11% (or as applicable) only.
- Maximum allowable levellized tariff for this part is Rs_____ Per kWh.
- Bids not in conformity with above provisions will be rejected.

Date: _____ Signature:.....

Place:Printed Name.....

Business Address: _____ Designation:.....
(Company Stamp).....

SECTION -V
FORMATS FOR SUBMITTING RFS

Format-1

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Ref. No. _____ Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To

[Name of the Organisation]

Address

Sub: Bid for “Implementation of Grid connected Roof Top Solar PV System Scheme in Selected States in India ”

Dear Sir,

We, the undersigned [insert name of the Bidder] having read, examined and understood in detail the RFS Document for Implementation of Grid connected Roof Top Solar PV System Scheme in Selected States in India hereby submit our Bid comprising of Price Bid and Techno Commercial Bid. We confirm that neither we nor any of our Parent Company / Affiliate/Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFS.

1. We give our unconditional acceptance to the RFS, dated [] and RFS Documents attached thereto, issued by [Name of the Organisation], as amended. This shall also be construed as a token of our acceptance to the RFS Documents including all its amendments and clarifications uploaded on [NAME OF THE ORGANISATION] website .

We shall ensure that we execute such RFS Documents as per the provisions of the RFS and all provisions of such RFS Documents shall be binding on us.

2. **Bid Capacity**

We have bid for the following capacities in various States(Name the model CAPEX/RESCO) and have accordingly submitted our Price Bids for the same.

:

Sl.No	States	Bid Capacity in kWp
1		
2		
3..	õ	
..	õ .	
TOTAL: (SHALL NOT EXCEED __ MWp)		

3. Bid Bond

We have enclosed a Bid Bond of Rsõ õ õ .(Insert Amount), in the form of bank guarantee noõ õ õ ..(Insert number of the bank guarantee) datedõ õ õ õ [Insert date of bank guarantee] as per Format õ õ from õ õ õ õ ..(Insert name of bank providing Bid Bond) and valid up to õ õ õ õ .in terms of Clause õ õ of this RFS. The offered quantum of power by us isõ õ ..kWp . (Insert total capacity offered).

(add details as per above for more than one Bid Bonds as applicable)

4. Processing Fee

We have enclosed DD of Rsõ õ õ .{Insert Amount as per Clause 7.2 and Clause 3.12.1.1 A (iii)}, in the form of DD noõ õ õ ..(Insert number of the DD) datedõ õ õ õ [Insert date of DD] from õ õ õ õ ..(Insert name of bank providing DD). Further, We have enclosed DD of **Rs. /-** (Rs. _____only) inclusive of Service tax, in the form of DD noõ õ õ ..(Insert number of the DD) datedõ õ õ õ [Insert date of DD] from õ õ õ õ ..(Insert name of bank providing DD).

- We have submitted our Price Bid strictly as per Section IV of this RFS, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).
- In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the affect that neither we have availed nor we shall avail in future any subsidy other than received from [NAME OF THE ORGANISATION] for implementation of the project.

7. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by [Name of the Organisation] in respect of any matter regarding or arising out of the RFS shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

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

8. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFS Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFS have been fully examined and considered while submitting the Bid.

9. We are enclosing herewith the Envelope-I (Covering letter, Processing fee and Bid Bonds) Envelope-II (Techno-Commercial documents) and Envelope III (Price Bids) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFS for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFS and subsequent communications from [Name of the Organisation]. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFS and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 12 month from the Bid deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 20̄ .

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution as per Clause.....is issued.

GENERAL PARTICULARS OF THE BIDDER

	Name of the Company	
	Registered Office Address	
	Telephone, Telex, Fax No	
	E-mail	
	Web site	
	Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
	Year of Incorporation	
	Bidding company PAN Number	
	Bidding company TAN Number	
	Have the bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
	Reference of any document information attached by the Bidder other than specified in the RFS.	
	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No/May be
	Bidding company is listed in India	Yes/No
	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	
	Bid Bond Bank guarantee No	
	Validity of Bid Bond	
	<ul style="list-style-type: none"> • Banker E-mail ID, • FAX No of the banker • Correspondence address & Pin Code 	

(Signature of Authorized Signatory)**With Seal**

Format-A(Shareholding Certificate)

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

(Signature of Authorized Signatory & Company Secretary)

With Seal

Stamp and Signature of the Company Secretary / Chartered Accountant

FORMAT FOR BID BOND

(To be submitted separately for each State and for each Model viz CAPEX/RESCO)

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

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project for the capacity of $\bar{o} \bar{o} \bar{o}$.. MW [*Insert Capacity*] in the State _____ (insert name of the State) in response to the RfS No. _____ dated ____ issued by [Name of the Organisation] (hereinafter referred to as [NAME OF THE ORGANISATION]) and [NAME OF THE ORGANISATION] considering such response to the RfS of $\bar{o} \bar{o} \bar{o}$ [*insert the name of the Bidder*] as per the terms of the RfS, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to [NAME OF THE ORGANISATION] at [*Insert Name of the Place from the address of [NAME OF THE ORGANISATION]*] forthwith on demand in writing from [NAME OF THE ORGANISATION] or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ----- [*Insert amount not less than that derived on the basis of Rs. __ Lakhs per MW of cumulative capacity proposed in a State__ (name of the State)] only, on behalf of M/s. _____ [*Insert name of the Bidder*] .*

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause 3.15 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause 3.15 of this RfS*]. [NAME OF THE ORGANISATION] shall be entitled to invoke this Guarantee till _____ [*Insert date which is 30 days after the date in the preceding sentence*].

The Guarantor Bank hereby agrees and acknowledges that the [NAME OF THE ORGANISATION] shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by [NAME OF THE ORGANISATION], made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to [NAME OF THE ORGANISATION].

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly [NAME OF THE ORGANISATION] shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by [NAME OF THE ORGANISATION] or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause 3.15 of this RfS*] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if [NAME OF THE ORGANISATION] serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No. _____
Email ID _____
For
_____ [*Insert Name of the Bank*]____
Banker's Stamp and Full Address.
Dated this ____ day of ____, 20__

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

{To be submitted separately for each State}

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Successful Bidder(SB)) submitting the response to RfS inter alia for selection of the Project for the capacity of ̄ ̄ ̄ .. MW in the state ̄ ̄ ̄ ̄ [Insert name of the state] under Roof Top scheme in response to the RfS No _____ dated ̄ ̄ ̄ ̄ issued by [Name of the Organisation] (hereinafter referred to as [NAME OF THE ORGANISATION]) and [NAME OF THE ORGANISATION] considering such response to the RfS of ̄ ̄ ̄ [insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of allocation No ----- to----- (insert the name of the Successful Bidder(SB)) as per terms of RfS and the same having been accepted by the selected SB or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to [NAME OF THE ORGANISATION] at _____ [Insert Name of the Place from the address of the [NAME OF THE ORGANISATION]] forthwith on demand in writing from [NAME OF THE ORGANISATION] or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Successful Bidder(SB)/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including ̄ ̄ ̄ .*[insert date of validity in accordance with Clause 3.16.6 of this RfS]*. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only).

Our Guarantee shall remain in force until ̄ ̄ ̄ ̄ ̄ .. [NAME OF THE ORGANISATION] shall be entitled to invoke this Guarantee till ̄ ̄ ̄ .

The Guarantor Bank hereby agrees and acknowledges that [NAME OF THE ORGANISATION] shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by [NAME OF THE ORGANISATION], made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to [NAME OF THE ORGANISATION].

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the Successful Bidder(SB)/ Project Company as applicable] and/or any other person. The Guarantor Bank shall not require [NAME OF THE ORGANISATION] to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against [NAME OF THE ORGANISATION] in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly [NAME OF THE ORGANISATION] shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder(SB) / Project Company , to make any claim against or any demand on the Successful Bidder(SB)/ Project Company or to give any notice to the Successful Bidder(SB)/ Project Company or to enforce any security held by [NAME OF THE ORGANISATION] or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder(SB)/ Project Company .

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until 30.06.2020 .. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if [NAME OF THE ORGANISATION] serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

Email ID _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20__

Witness:

1. õ õ õ õ õ õ õ õ õ õ õ õ õ .

Signature

Name and Address

2. õ õ õ õ õ õ õ õ õ õ õ õ õ ..

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee(PBG) shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-B

CHECK LIST FOR BANK GUARANTEES

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

POWER OF ATTORNEY

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

(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory’s authority.

Know all men by these presents, We _____ .
(name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. _____ .. (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of grid connected Roof top solar PV scheme in selected States in India in response to the RFS. No _____ dated _____ .. issued by [Name of the Organisation] ([NAME OF THE ORGANISATION]), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the [NAME OF THE ORGANISATION] may require us to submit. The aforesaid Attorney is further authorized for making representations to the [Name of the Organisation], New Delhi and providing information / responses to [NAME OF THE ORGANISATION], New Delhi representing us in all matters before [NAME OF THE ORGANISATION], New Delhi and generally dealing with [NAME OF THE ORGANISATION], New Delhi in all matters in connection with this Bid till the completion of the bidding process as per the terms of the above mentioned RFS.

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

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

Signed by the within named

..... **(Insert the name of the executant company)**

through the hand of

Mr.

duly authorized by the Board(vide Board resolution No_____) to issue such Power of Attorney

Dated this day of

Accepted

ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ō ..

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director’s Resolution dated.....(Board of Director’s Resolution is also enclosed)

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

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

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

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

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT (AS PER CLAUSE 3.6.3)

(To be submitted on the letterhead of Bidding Company / Lead Member/)

To,

[Name of the Organisation]
(Address)

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System scheme in selected States in India in response to the RFS No: _____ dated: _____

- a. We submit our Bid(s) for the total capacity of δ kWp (Insert total offered capacity in kWp and submit details of our Financial Eligibility Criteria as follows:

Bid Details

SL.NO	STATE(CAPEX/RESCO)	BID CAPACITY IN KWP *
1		
2		
3		
TOTAL (SHALL NOT EXCEED ___MWp)		

Note: 1MWp=1000kWp

We certify that the Financially Evaluated Entity (ies) had an Annual Turnover as follows:

The maximum Annual turnover of Rupees $\delta \delta$.Crore per MW in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at least have completed one financial year .

OR

Net worth of Rs $\delta \delta$ Crore computed as per instructions provided in Clause 3.6.3.

(Strike Out whichever Is Not Applicable)

Financial eligibility criteria

Name of Financially Evaluated Entity*	Relationship with Bidding Company**	Financial year	Year of Incorporation of the Bidding company	***Total Maximum Annual Turnover (Rs. Crore)	Net worth as per Clause 3.6.3 (in Rs. Crore)

- * The Financially Evaluated Entity may be the Bidding Company itself.
- ** The column for Relationship with Bidding Company+ is to be filled only in case financial capability of Parent Company and/or Affiliate has been used for meeting Qualification Requirements.
- *** Bidder shall furnish maximum annual turnover in any of the last three financial years.

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name: _____ .

Date: _____

Place: _____ ..

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

Name: _____ ..

Date: _____ .

Place: _____

Notes:

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

Format-8

Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company.

To,

_____ .

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System Scheme in selected States in India.

We hereby certify that M/s_____, M/s_____, M/s_____ are the Affiliate(s) /Parent Company of the Bidding Company as per the definition of Affiliate/Parent Company as provided in this RFS and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

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

Name of Bidding Company/applicant company	Name of the Affiliate of the Bidding Company/Applicant company/ Name of the Parent Company of the Bidding Company	Name of the Company having common control on the Affiliate and the Bidding Company	Percentage of Equity Holding of Parent Company in the Bidding Company/ Applicant company

*Strike out whichever is not applicable.

_____ ..

(Insert Name and Signature of Statutory Auditor or practising Company Secretary of the Bidder)

**Undertaking from the Financially Evaluated Entity or its Parent Company/
Ultimate Parent Company**

**(On the Letter Head of the Financially Evaluated Entity or its Parent
Company/Ultimate Parent Company)**

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

Dear Sir,

We refer to the RFS No. dated for implementation of Grid connected Roof Top Solar PV System Scheme in selected Cities/States in India+.

We have carefully read and examined in detail the RFS, including in particular, Clause of the RFS, regarding submission of an undertaking, as per the prescribed Format ____ of the RFS.

We confirm that M/s. (Insert name of Bidding Company/) has been authorized by us to use our Technical and or financial capability for meeting the Technical and or Financial Eligibility as specified in Clause of the RFS referred to above.

We have also noted the amount of the Performance Guarantee required to be submitted as per Clause of the RFS the (Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder+.

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidding Company) to submit the Performance Guarantee in full or in part at any stage, as specified in the RFS, we shall submit the Performance Guarantee not submitted by (Insert name of the Bidding Company)+.

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

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

Signature of Managing Director/Authorised signatory

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

WITNESS

.....

(Signature)

Name.....

Designation.....

.....

(Signature)

Name.....

Designation.....

CONSORTIUM AGREEMENT

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

THIS Consortium Agreement (the Agreement) executed on this _____ day of _____ 2014 between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the Lead Member, which expression shall include its successors, executors and permitted assigns)

and

M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the Technical Member, which expression shall include its successors, executors and permitted assigns), which expression shall include its successors, executors and permitted assigns)

WHEREAS, each Member individually shall be referred to as the Member and both the Members shall be collectively referred to as the Members in this Agreement.

WHEREAS the [Name of the Organisation] (hereinafter called [NAME OF THE ORGANISATION] or [NAME OF THE ORGANISATION]), a section ___ Company incorporated under the Companies Act, 1956 has invited response to RFS No. _____ dated _____ for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance for a period of 5 years under CAPEX and 25 years under RESCO of Roof Top Solar PV power system in selected States in India.

WHEREAS the RFS documents stipulates that the Lead Member may enter into a Technical Consortium Agreement with another Company / Corporate entity to fulfill the Technical Eligibility Criteria as stipulated in the RFS document. The Members of the Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format enclosed with the RFS document.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that (M/s _____), shall act as the

Lead Member as defined in the RFS for self and agent for and on behalf of Technical Member _____.

2. The Lead Member is hereby authorized by the Technical Member of the Consortium to bind the Consortium and receive instructions for and on their behalf.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. Subject to the terms of this Agreement, the Technical member shall be responsible for providing technical knowledge for %Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a defined period as per RFS of Roof Top Solar PV power system in selected Cities/States in India to the lead member.
5. In case of any breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
6. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the RFS document.
8. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the RFS submitted to [NAME OF THE ORGANISATION] and shall remain valid till completion of the job assigned to the Contractor.
9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFS.
10. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of [NAME OF THE ORGANISATION].
11. This Agreement

- (a) Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- (b) Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- (c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of [NAME OF THE ORGANISATION].

IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s-----[Lead Member]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [])

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s-----[Technical Member]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [])

Witnesses:

ANNEXURE-A: DOCUMENTS REQUIRED FOR PROJECT SANCTION

Following documents will be required to be submitted for project sanction:

1. Project Report (As per TOC provided by [NAME OF THE ORGANISATION])

(Project report should contain the following TOC)

- Context / background / Introduction
- Project objectives
- Target beneficiaries
- Project strategy / Approach of work & methodology
- Environmental Impact Assessment, if required.
- Site details including photographs with date & time stamping
- Solar resource assessment
- Technology selection (Module, Inverter and BOS)
- Design , Simulation, BOM and layout of SPV plant
- Grid connectivity and metering scheme
- Means of financing and project budget
- Financial, Economic & Risk Analysis
- Time frame / schedule of implementation

2. Agreement between the bidder and the owner of the Project and Building/Roof top (Notarised original agreement on stamp paper of appropriate value should be enclosed).

All Agreement shall generally have reference to the [NAME OF THE ORGANISATION] RFS No. and Letter of Allocation and provisions as per terms and conditions, technical specification and performance parameter in line with the [NAME OF THE ORGANISATION] RFS Document against which Letter of Allocation has been issued. In addition, it shall indicate the price payment terms, completion period along with other conditions of contract like insurance, warranty, force majeure, arbitration, jurisdiction, governing law, site access for the developer, and, site access for [NAME OF THE ORGANISATION] officials for the entire plant life, obligation of the roof top owner regarding providing of data to [NAME OF THE ORGANISATION] as per the RFS Document etc.

3. No Objection Certificate from the concerned DISCOM for grid connectivity.

(Not mandatory during project identification, however mandatory for project commissioning/operation.

ANNEXURE-B: LIST OF BANKS

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.

13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	