

UDAIPUR SMART CITY LIMITED

Municipal Corporation, Udaipur, Town Hall, Udaipur

Tel: 0294-2421255 ; Fax: 0294-2421255

Website: www.udaipursmartcity.in, E-mail: mc_udaipur@rediffmail.com

Notice Inviting E-Tender 18 / 2016-17

NIT No.: USCL/dev{ }/2016-17/18


Date:- 08-03-2017

The USCL invites online unconditional bids under Single Stage two envelope system through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders as per criteria mentioned in bid document, for following works:

S.N. o.	Name of Work	Estimated Cost (Rs. in Lacs)	Bid Security (Rs. in Lacs)	Tender Fee	Period of completion	Publish date & Start date of downloading of Bid documents	Pre-bid meeting	Last date of submission of on-line bids	Last date & time of submission of depositing documents in hard copy as stated under	Date of opening of technical bids
				Processing Fee pay to M.D. RiSL, Jaipur						
1	Design, Supply, Erection, Testing, Commissioning and Operation and Maintenance for 25 years of Grid Connected Rooftop Solar Photovoltaic Power Project at various Government buildings in Udaipur	12,00.00	24.00	10,000/- 1,000/- Processing Fee	12 months	09.03.17 from 11:00 A.M.	28.03.2017 at 3:00 P.M.	17.04.17 (up to 04:00 P.M.)	18.04.17 up to 03:00 P.M.	18.04.17 at 04:00 P.M.
2	Construction and display of advertisement on 100 Modern state of Art BUS Q shelters and their maintenance in Udaipur	813.00	16.26	10,000/- 1,000/- Processing Fee	12 months	09.03.17 from 11:00 A.M.	28.03.2017 at 11:00 A.M.	17.04.17 (up to 04:00 P.M.)	18.04.17 up to 03:00 P.M.	18.04.17 at 04:00 P.M.

Earnest money and cost of tender documents shall be deposited through RTGS/ NEFT in the account of Smart City Udaipur having account no. 004994600000301 with YES Bank, Ground & First floor, "Goverdhan Plaza" 29 N.N. Acharya Marg, Udaipur branch (IFSC code YESB0CMSNOC). The unique transaction reference of RTGS/ NEFT shall be uploaded by the tenderer along with scanned copies of eligibility documents with "Eligibility Bid". The financial bid shall be submitted online only. Hard copies of documents related to eligibility bid and UTR of EMD/ cost of tender documents shall however also be submitted to USCL, Municipal Corporation Udaipur, Town Hall Udaipur by 18-04-2017. The pre-bid meeting will be held on as above at conference hall, USCL Municipal Corporation Udaipur, Town Hall Udaipur. The tender will be uploaded till 09.03.2017 up to 4.00 P.M. The financial bid of tenderers qualifying eligibility criteria shall thereafter be opened on specific time, date of venue which will be intimated to them separately. The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.

Websites for downloading Bidding Document sppp.rajasthan.gov.in & eproc.rajasthan.gov.in


Chief Executive Officer
Udaipur Smart City Limited

प्रतिलिपी :-

1. प्रबन्ध निदेशक, राजस्थान सम्वद, सूचना एवं जन सम्पर्क विभाग परिसर, शासन सचिवालय, जयपुर को प्रेषित कर निवेदन है कि उपरोक्त निविदा का प्रकाशन राजस्थान लोक उपापन में पारदर्शिता नियम 2013 के अनुसार प्रकाशन कराने का कष्ट करें।
(i) एक मुख्य क्षेत्रीय दैनिक समाचार पत्र, पचास हजार प्रतियां या इससे अधिक के परिचालन वाले एक राज्य स्तरीय मुख्य दैनिक समाचार पत्र।
(ii) बृहत परिचालन वाला एक अखिल भारतीय स्तर का दैनिक समाचार पत्र में प्रकाशित कराने का श्रम करावें।
(iii) कोलकाता व्यापार जनरल समाचार पत्र में प्रकाशित कराने का श्रम करावें।

2. नोटिस बोर्ड पर चस्पा हेतु।



Chief Executive Officer
Udaipur Smart City Limited

Request for Proposal
For
Design, Supply, Erection, Testing, Commissioning and
Operation and Maintenance for 25 years of
Grid Connected Rooftop Solar Photovoltaic Power Project at
various Government buildings in Udaipur

under

RESCO Model

NIT No.: E-18/2016-17

UDAIPUR SMART CITY LIMITED
Municipal Corporation, Town Hall, Udaipur (Rajasthan)
Telephone No. (0294) 2421255
Website: www.eprocure.rajasthan.gov.in
Email: mc_udaipur@rediffmail.com

ISSUANCE

Date of issuance: March 8, 2017

This Request for Proposal (RFP), NIT No. E-18/2016-17 by Udaipur Smart City Limited (USCL) is for selection of eligible Bidder(s) for the design, supply, erection, testing and commissioning including operation and maintenance (O&M) for 25 (Twenty Five) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on various Government buildings in Udaipur.

Note:

- a. This RFP is not transferable.
- b. Though adequate care has been taken while preparing this RFP, the Bidder(s) shall satisfy itself that this RFP is complete in all respects. Intimation of any discrepancy shall be given immediately to the correspondence office address given below. If no intimation is received from any Bidder(s) upto March 28, 2017 of Pre Bid Meeting, it shall be considered that this RFP is complete in all respects.
- c. USCL may modify, amend or supplement this RFP including allocation of the Project.
- d. The Selection of Bidder shall be carried out through E-Procurement Process Only.
Submission of Bids in Electronic Format shall be on Website www.eprocure.rajasthan.gov.in as per this RFP, or as amended by USCL.
- e. Bidders are suggested to regularly visit our website www.eprocure.rajasthan.gov.in for latest updates after the issue of this RFP. All modification(s)/ amendment(s)/ clarification(s) /information(s) etc. will be made available on the e-procurement website www.eprocure.rajasthan.gov.in only.
- f. USCL at its discretion may extend the time for submission of Bid.
- g. RTTP Act 2012 and Rules 2013 will prevail on this bid
- h. Address for Correspondence:

Chief Executive Officer
Udaipur Smart City Limited (USCL)
Municipal Corporation, Town Hall, Udaipur (Rajasthan)
Telephone No. (0294) 2421255
Website: www.eprocure.rajasthan.gov.in
Email: mc_udaipur@rediffmail.com

SUBMISSION OF BID

Particulars	Details
NIT No.	E-18/2016-17
Details of Work	Design, supply, erection, testing and commissioning with net-metering including Operation and Maintenance (O&M) for 25 (Twenty Five) years from the date of commissioning of Rooftop Solar (RTS) Photovoltaic Power Projects on various government buildings in Udaipur.
Work Area	Identified Buildings at Udaipur
Total Proposed Allocated Capacity of RTS Projects	Total 2 MW
Refundable Earnest Money Deposit (EMD)	Rs. 24 Lakhs (Rupees Twenty Four Lakhs Only) by way of DD/ Bankers Cheque/ Bank Guarantee in favour of CEO, USCL payable at Udaipur
Non-refundable Cost of Bid for each Bidder	Rs.10,000/- (Rupees Ten Thousand Only) by way of DD/Bankers Cheque in favour of Chief Executive Officer, USCL payable at Udaipur.
Non-refundable e-proc Charges for each Bidder	Rs. 1,000/- (Rupees One Thousand Only) by way of DD/Banker's Cheque in favour of Chief Executive Officer, Udaipur Smart City Limited (USCL)
Period of Downloading RFP RFP can be downloaded from website: www.eprocure.rajasthan.gov.in	09-03-2017 to 17-04-2017 till 1:00 PM
Date and time of PRE-BID Meeting	28-03-2017 at 3:00 PM
Last date and time of submission of Envelope-1 (through hard copy at USCL Head Office)	18-04-2017 till 3:00 PM
Last date and time of submission of on-line Bid through e-procurement portal	17-04-2017 till 4:00 PM
Validity of Bid	6 (Six) months form Last Date of Submission of Bid.
Date and time of opening of Technical Bid	18-04-2017 at 4:00 PM
Date and time of opening of Financial Bid (on-line)	Shall be intimated after evaluation of Technical bid.
Completion Period.	As per Section -9 of tender document

GENERAL INSTRUCTIONS FOR TENDER SUBMISSION

- i. The bidders are requested to submit their bids prior to last date of submission to avoid non submission of their bids within prescribed date & time due to non-availability / hanging of website, at either ends at last moment, or any other reason whatsoever. The last date of submission of bids will not be extended on such account.
- ii. The tender cost, Earnest Money and e-tender processing fees of USCL as detailed under to be deposited in USCL office upto bid due date positively.*

*(This is essential otherwise the bid in electronic form (Cover 1, Cover 2 and Cover 3) will not be opened of that bidder.)

The bidder will have to deposit in ENVELOPE –I

- a. The DD/Bankers Cheque of prescribed cost of tender Rs.10,000/- in favour of Chief Executive Officer, USCL, payable at Udaipur.
- b. The prescribed e-proc Processing Fee of Rs. 1,000/- by way of DD/Banker's Cheque in favour of Chief Executive Officer payable at Jaipur.
- c. EMD Rs. 24.00 Lakhs (Rupees Twenty Four Lakhs Only) by way of DD/ Bankers Cheque in favour of Chief Executive Officer, USCL, Udaipur.

OR

Bank Guarantee of Rs. 24.00 Lakhs (Rupees Twenty Four Lakhs Only) of Nationalized or scheduled bank (valid for six months from last date of submission of bid) in favour of Chief Executive Officer, USCL, Udaipur.

iii. **ONLINE SUBMISSION OF BID:**

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

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

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

Cover-3:- Price bid as per Format attached.

NOTE:

1. The financial bid is to be submitted online only as per format Annexure-5. This format is to be downloaded from www.eprocure.rajasthan.gov.in filled & uploaded back to www.eprocure.rajasthan.gov.in
2. Financial Bids submitted/uploaded on www.eprocure.rajasthan.gov.in in any other format may be rejected. Submission of price in cover-2 will be finally rejected and such bids will be considered as disqualified in technical evaluation and cover-3 (on-line) of such bids will not be opened.
- iv. Cutting / overwriting, if any, in the figures of the tendered documents is required to be clarified / indicated in words, duly signed, failing which the tender may be rejected.
- v. The Bidder(s) shall not quote any deviations/ amendments/modifications/alterations in the Price Bid(s). Price Bid(s) with any such deviations shall be rejected.
- vi. The Bidder(s) shall provide complete information at the time of submission of Bid(s). If the Bidder(s) is asked to furnish some more clarification(s)/confirmation(s)/document(s), it shall be required to furnish the same within specified time, failing which the case shall be finalized/ decided on the basis of available information/document(s). The responsibility of ignorance of its Bid(s) on account of delay in furnishing of desired information/document(s) shall be of the Bidder(s). However, if there are any shortcomings in the submission of the information which do not materially affect the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the Bid evaluation accordingly.
- vii. All the required information shall be furnished strictly in the prescribed formats only. Any information indicated other than the prescribed formats shall not be entertained. The Bid(s) shall be evaluated on the basis of information furnished in the prescribed formats only.
- viii. This RFP shall essentially be signed digitally and submitted/uploaded on www.eprocure.rajasthan.gov.in as part of Cover 2 (It is also instructed to all the bidders that all the documents uploaded should be clearly legible/readable) prior to the Bid Deadline as specified in Bid Information.
- ix. Bidder(s), who wish to participate in this RFP, shall be required to register on www.eprocure.rajasthan.gov.in if not registered earlier. To participate in e-tendering, Bidder(s) shall have Digital Signature Certificate (DSC) - Class II (e-tender supportive) or Class III as per requirement under Information Technology Act-2000 using which they can sign their electronic Bid(s) (i.e. Envelope-2). Bidder(s) can procure the same from any Controller of Certifying Authorities (CCA) approved

certifying agency or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan on the following address:

**E-Procurement Cell,
RISL, Yojna Bhawan, Tilak Marg, C- Scheme,
Jaipur (Rajasthan)
E-mail: eproc@rajasthan.gov.in**

- x. Bidders are also advised to refer “Bidder’s Manual” available under “Downloads” section on www.eprocure.rajasthan.gov.in for further details about the e-tendering process.
- xi. Address for Correspondence for enquiries and clarifications:
Chief Executive Officer
Udaipur Smart City Limited (USCL)
Municipal Corporation, Town Hall, Udaipur (Rajasthan)
Telephone No. (0294) 2421255
Website: www.eprocure.rajasthan.gov.in
Email: mc_udaipur@rediffmail.com
- xii. Contact details of Staff of USCL in reference to this RFP
Name: Mr. Arun Vyas
Designation: Superintending Engineer
Address: Municipal Corporation, Town Hall,
Udaipur (Rajasthan)
Phone: (0294) 2421255
E-mail: mc_udaipur@rediffmail.com

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

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SECTION 1: DEFINITIONS AND ABBREVIATIONS

In this RFP, the following words and expressions shall have the meaning as herein defined where the context so admits:

- a) **“Affiliate”** shall mean a company that either directly or indirectly
 - controls, or
 - is controlled by, or
 - is under common control witha Bidder and “control” means ownership of one company by at least 26% (Twenty Six percent) of the voting rights of the other company;
- b) **“Allocated Capacity”** shall mean the capacity in MW allocated to the Successful Bidder(s) consisting of multiple rooftops for implementation of Rooftop Solar Photovoltaic Power Projects in Udaipur through this RFP process;
- c) **“B.I.S.”** shall mean specifications of Bureau of Indian Standards (BIS);
- d) **“Bid”** shall mean the Technical and Price Bid (both Envelope 1 and Envelope 2) submitted by the Bidder along with all supporting documents/ formats/ attachments/ annexure etc., in response to this RFP in accordance with the terms and conditions hereof;
- e) **“Bid deadline”** shall mean the last date and time for submission of the Bid in response to this RFP, as specified in Bid Information Sheet;
- f) **“Bidder”** shall mean the Company incorporated under the Companies Act, 1956 or under the Companies Act, 2013, submitting the Bid in response to this RFP. Any reference to the Bidder includes its company/ including its successors, executors and permitted assigns as the context may require. It shall also include lead member, in case of consortium;
- g) **“Buildings identified by USCL”** shall mean the Buildings and Campuses by Government, Public Institutions identified by USCL for implementation of Rooftop Solar Photovoltaic Power Projects and Letter of Allocation is issued to set up the Rooftop Solar Photovoltaic Power Project, in pursuant to this RFP.
- h) **“Central Electricity Authority” or CEA** shall mean the Authority, originally constituted under Section 3(1) of the repealed Electricity (Supply) Act, 1948, since substituted by Section 70 of the Electricity Act, 2003;
- i) **“Chartered Accountant” or CA** 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;
- j) **“Competent Authority”** shall mean the Chief Executive Officer of Udaipur Smart City Limited himself and/or a person or group of persons nominated by the CEO for the mentioned purpose herein;

- k) **“Earnest Money Deposit” or EMD** shall mean security of Bid Proposal by way of Cheque/ DD/BG to be submitted along with the Bid by the Bidder as per the provisions of this RFP and within the timelines specified in Bid Information Sheet;
- l) **“Eligibility Criteria”** shall mean the Criteria as set forth in Section 4 this RFP;
- m) **“IEC”** shall mean International Electro-Technical Commission;
- n) **“kWh”** shall mean Kilo Watt Hour;
- o) **“kWp”** shall mean Kilo Watt Peak;
- p) **“Letter of Allocation” or LoA** shall mean the letter issued by USCL to the Successful Bidder pursuant to this RFP for implementation of Rooftop Solar Photovoltaic Power Projects ;
- q) **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
- r) **“MWp”** shall mean Mega-Watt peak;
- s) **“Operations and Maintenance” or O&M** shall mean Operation and Maintenance of Rooftop Solar Photovoltaic Power Projects for 25 (Twenty Five) years from the date of its commissioning;
- t) **“Parent Company”** shall mean a company that holds at least 51% (Fifty One percent) of the paid-up equity capital directly or indirectly in Bidder’s company, as the case may be;
- u) **“Price Bid”** shall mean online Bid, containing the Maximum Saving in Monthly Electricity Bill quoted by the Bidder in % (Percentage) as per ANNEXURE-5 of this RFP;
- v) **“Project Company”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with Section-6 of this RFP;
- w) **“Project Sanction Documents”** shall mean the documents to be submitted by the Successful Bidder(s) to USCL, which includes **Service Level Agreement**;
- x) **“Project Timeline”** shall mean the time allowed for commissioning of Rooftop Solar Photovoltaic Power Project according to LoA under Contract/Agreement from USCL.
- y) **“Qualified Bidder(s)”** shall mean the Bidder(s) who, after evaluation of its Technical Bid as per Section 8, stands qualified for opening and evaluation of the Price Bid;
- aa) **“RESCO”** shall mean Renewable Energy Service Companies
- bb) **“Request for Proposal” or RFP** shall mean this document and all related Annexure/Formats, etc.;
- cc) **“RESCO Model”** shall mean the arrangement wherein the Rooftop Owner and the RESCO mutually agree on terms and conditions and enter into Service Level Agreement for supply of electricity for 25 (Twenty Five) years from the Rooftop Solar Photovoltaic Power Project;
- dd) **“Rooftop Solar Photovoltaic” or RTS** shall mean Solar Photovoltaic array/system installed on the flat /inclined roof of the building/elevated platform on metallic or concrete structure at minimum 10 (Ten) feet above ground level/Ground mounted system (in places where sufficient shadow free rooftop area is not available). In such instance up to 40% (Forty percent) Solar Photo-voltaic array/system capacity can be accommodated on nearby unutilized land subject to the USCL’s approval;
- ee) **“RFP Process”** shall mean the process adopted by USCL in carrying out the allocation of capacity (2MW) to the selected Bidder in pursuant to this RFP;

- ff) **“Rooftop Owner”** shall mean person Authorized Or head of office /Department of the State Government/State Government Undertaking and allows the RESCO to install RTS Project on its rooftop in pursuant to this RFP;
- gg) **“RTS Project”** shall mean the Rooftop Solar Photovoltaic Power Project to be implemented by the RESCO in pursuant to this RFP process;
- hh) **“Service Level Agreement” or SLA** shall mean agreement entered by the Rooftop Owner with the RESCO for purchase of electricity through this RFP process.
- ii) **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956/2013 or under the provisions of any other applicable governing law;
- jj) **“Successful Bidder(s)”** shall mean the Bidder(s) selected by USCL pursuant to this RFP for implementation of RTS as per the terms of this RFP, and to whom LoA has been issued.
- kk) **“USCL”** shall mean Udaipur Smart City Limited;
- ll) **“Wp”** shall mean Watt peak;

INTERPRETATIONS

- a. Words comprising the singular shall include the plural and vice versa.
- b. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- c. A Time of Day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time (IST).
- d. Different parts of this RFP 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 RFP, they shall be interpreted in a harmonious manner so as to give effect to each part.
- e. The table of contents and any headings or sub headings in this RFP has been inserted for case of reference only and shall not affect the interpretation of this RFP.

SECTION 2: INTRODUCTION

Background

1. Udaipur Smart City Limited (USCL), a joint venture of Government of Rajasthan and Municipal Corporation, Udaipur, to develop and implement smart city initiative. As part of its endeavor, USCL intends to promote renewable energy in the city and intends to promote Rooftop Solar on key government, semi-government and autonomous institutions in Udaipur on Public Private Partnership (PPP) format. On behalf of such institution, USCL now invites bids for implementation of roof top solar project on their respective buildings.
2. Total proposed allocated capacity of RTS Projects is 2 MW on rooftop of multiple buildings of Municipal Corporation, Udaipur Improvement Trust and University. A list of such buildings with their roof top area and existing load is attached as Annexure -26.

Regulatory Framework for RTS Projects in Rajasthan

3. RERC has issued “Regulation for Net Metering and Grid Connectivity” on 26th February 2015. RESCO(s) installing RTS Projects shall be governed by the rules and regulations of Net Metering Regulations as notified by RERC and amended from time to time.
4. Net metering is a concept wherein the electricity generated from the RTS Project can be consumed by the Project Owner/ Building Owner (as applicable) and in case of excess, it can be injected into the Distribution Utility’s grid. Further, in case of deficit generation from RTS Project compared to the electricity requirement of the consumer, electricity can be drawn from the Distribution Utility’s grid.
5. Rooftop Owner will inject the energy generated from RTS Project to the Discom(s) and get compensation as per norms, if the net energy supplied to the Distribution Utility’s grid by the RTS Project is more than the energy imported from the grid in a particular billing cycle, subject to terms and conditions defined in the Rajasthan Net Metering Regulations, 2015.
6. Standalone systems are not allowed under this scheme. The system shall be grid-interactive based on Net-Metering arrangement to be eligible under this RFP.

SECTION 3: SCOPE OF WORK

The Scope of Work for the RESCO(s) shall include the following:

1. The RESCO(s) should establish Sales &After Sales Service Centre in Udaipur within 60 days from the date of Agreement with USCL.
2. Identification and Due-Diligence of Government buildings in Udaipur.
3. Entering into Service Level Agreement (SLA) with Rooftop Owner, valid for 25 (Twenty-Five) years for supply of electricity generated from the RTS Project.
4. Design, supply, erection, testing and commissioning including O&M for 25 (Twenty-Five) years from the date of commissioning of RTS Projects on various government buildings in Udaipur.
5. Interconnect the RTS Project with the Distribution Utility's grid for sale of excess electricity post consumption of the electricity generated from the RTS Project, by the Rooftop Owner.
6. Responsible for the Agreements such as Net Metering Inter-connection Agreement, entered into by the Rooftop Owner in pursuant to the RTS Project.
7. Responsible for taking all required Statutory, Regulatory, Commercial and Technical approvals in pursuant to RTS Project.
8. Performing other activities as part of this RFP or SLA or as decided mutually by the involved parties.

Size of RTS Projects

- a) The Minimum capacity of any single RTS Project shall be 10 kW.
- b) Any single RTS Project may however comprise of several rooftop units owned by single rooftop owner. Each rooftop unit can separately connect with the grid and may have separate meters.

Installation of “WEB BASED ENERGY MONITORING SOLUTION (EMS)”

1. SCOPE:

It is required to deploy a web based Energy Monitoring Solution so as to have the continuous monitoring of all energy distribution points including renewable energy generation. “The Online Energy Monitoring Solution” should be an automated on-line data acquisition support and reporting system which should gather data from meters on MODBUS RTU and MODBUS TCP/IP protocol. The data should be available over web as well as Mobile App.

The system should be user friendly, flexible and easy to understand. The system should be capable to access the data simultaneously from networked chains of various meters, installed at different locations within the entity/building/commercial establishment.

The Online Energy Monitoring Solution should help to perform / measure / monitor following functions:

- a) Renewable energy generation measurement
- b) Import and export/forwarded energy to building/office/establishment
- c) Mobile App for instant monitoring from anywhere
- d) Dashboards (configurable)
- e) Reports over e-mail
- f) Instantaneous Alerts in case of exceptions
- g) Trend reports of energy utilization, demand, renewable energy generation, power supply reliability
- h) Distribution Management of the building /office/ establishment
- i) Data Logging of electrical parameters
- j) Reporting and analysis of different parameters
- k) Energy conservation

2. SYSTEM/SOLUTION TOPOLOGY:

The meters should be connected through a multi-drop system using RS485 MODBUS Protocol or Modbus over TCP/IP direct, to a GPRS / Internet Wired Broadband Gateway. This gateway will poll the data to central server system over GPRS / Internet Wired Broadband connectivity. Application should have provision to select the different categories of Service packages (Differentiation of features and applications for different category of consumers). Gateway should have provision of SIM as well as wired broadband connectivity along with inbuilt memory to save the data in case of communication failure.

3. SYSTEM/SOLUTION FEATURES:

- 3.1. The data which should be required to be viewed / logged can be configured by the USER, as per his need
- 3.2. The ON-LINE data should be viewed from web and mobile app in Tabular & Graphical format
- 3.3. The solution application should be supported over Android as well as IOS platform.
- 3.4. EMS should have 24*7 helpdesk to support the application

- 3.5. EMS should have capability of minimum meter data polling frequency of 1 minute
- 3.6. EMS should have a facility to view the historical trend and current values of multiple parameters on single screen
- 3.7. EMS should have provision to show harmonics parameters (THD) of voltage, current and power
- 3.8. EMS should have Virtual metering location support to calculate consolidated consumption. It should also have provision for virtual metering reports
- 3.9. EMS should have Configurable dashboard view to provide overall consolidated data to enable for energy conservation
- 3.10. A set of pre-defined report formats should be available for the USER to choose from, while reporting so as to meet the function requirements of the various hierarchical levels of its management. EMS should have provision for electrical data reports on e-mail
- 3.11. It should be possible to see Main online parameters i.e. (Voltages, Currents, Power factors, Frequency) in graphical view with indicators and all main energies should be available in Text mode on single screen.
- 3.12. Separate indication for alerts; which should indicate when limits defined by user deviate. Also have provision for real time alerts over mobile app.

SECTION 4: ELIGIBILITY CRITERIA OF BIDDER

1. Establishment

The Bidder(s) shall either be a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment(s) thereto and engaged in the business of Solar Power/Renewable Energy (RE).

OR

The Bidder(s) shall either be a body incorporated in India under the Limited Liability Partnership Act, 2008, a Subset of companies Act, 2003 and engaged in the business of Solar Power/Renewable Energy (RE).

OR

The Bidder(s) shall be a firm registered under partnership Act in India

OR

The Bidder should be a firm registered as sole proprietor under Shop Act and engaged in the business of Solar Power/Renewable Energy (RE). A copy of certificate of TIN Number should be furnished along with the bid in support of above.

2. EXPERIENCE

The Bidder(s) shall have cumulative experience of commissioning at least 50 (Fifty) kWp Grid connected Solar Photovoltaic Power Project(s) prior to the Bid Submission Date.

The details of the Project(s) executed during period mentioned above shall be listed in ANNEXURE-3. Certificate issued by the State Nodal Agency (SNA)/ Government Organization/ Solar Energy Corporation of India (SECI)/ Project owner or Rooftop Owner towards the satisfactory installation and functioning of the Project(s) shall be furnished compulsorily by the Bidder(s).

3. FINANCIAL COMPETENCE

The Bidder(s) shall have a minimum Annual Turnover of Rs. 2.0 Crores (Rupees Two Crores Only) in any of the last 03 (Three) Financial years. In case Audited Accounts are not available for last FY, the Bidder(s) shall submit Provisional Annual Accounts for the last FY duly authorized by Board of Directors of the Bidder(s), subject to submission of Audited Annual Accounts for last FY as and when available.

4. OTHERS

Bidder(s) shall furnish valid CST/State VAT/TIN registration certificate on or before date of submission of bid.

- Note: (i) The tenderer must fill up above information clearly in enclosed sheet and attach all required documents in support as at a glance in Techno - Commercial bid.*
- (ii) If supporting documents are not attached for each eligible criterion above, the bid shall be rejected without further reference.*

SECTION 5: GENERAL TERMS AND CONDITIONS

1. This RFP is not transferable.
2. All costs towards site visit and submission of document(s) etc. shall be borne by the Bidder(s) themselves.
3. The Bidders are informed that USCL is neither under any obligation to select any Bidder, nor to give any reason for either qualifying or disqualifying any Bidder. USCL is also not under any obligation to proceed with the Programme or any part thereof.
4. At any time prior to opening of the Price Bid, USCL either at its own initiative or in response to clarifications requested by a prospective Bidder may modify the RFP by issuing an amendment. Such amendment shall be up loaded on the e-procurement website.
5. After opening of the Bid(s) and till final selection of Successful Bidder(s), no correspondence of any type shall be entertained, unless called for by USCL. Any type of uncalled clarifications on prices and/or rebates shall not be accepted and addressed by USCL.
6. This is a zero deviation bidding process. Bidder(s) shall ensure compliance with all the provisions of this RFP and submit their Bid(s) accordingly. Bid(s) with any deviation to the RFP shall be liable for rejection.
7. If a Bidder imposes conditions, which are in addition to/or in contravention with the conditions mentioned herein, its Bid is liable to be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the LoA issued by USCL.
8. USCL will review the Bid(s) to determine whether the Bid(s) is substantially responsive to the requirement of this RFP. Bid(s) considered non-responsive shall be liable for rejection.
9. USCL shall take up detailed evaluation of the responsive Bid(s) only.
10. Bidder(s) must quote the Price strictly in the manner as indicated in the price schedule, as per ANNEXURE-5, (ONLINE ONLY) failing which their Bid(s) is liable for rejection.
11. Bidder(s) shall sign the Bid on each page as token of acceptance of all the terms and conditions and upload with the Bid along with the declaration as per ANNEXURE-2.

12. The Bidder(s) are required to study carefully the conditions of this RFP, the enclosed specifications and the relevant provisions of the relevant BIS/IEC/MNRE specifications, wherever necessary before submitting the Bid.
13. All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. All agreement(s) and correspondence(s) between the USCL and the Bidder(s) shall be in English language.
14. Any printed literature furnished by the Bidder(s) may be in another language, provided that this literature is accompanied by an English translation, in which case, for the purpose of interpretation of the document, the English version shall prevail.
15. Bid Validity: Bid(s) shall be valid for a period of 06 (Six) months from the last date of submission of the Bid, as specified in Bid Information Sheet. Bid(s) with validity of less than 06 (Six) months from last date of submission of bid shall not be considered. The validity can be further extended with mutual consent of the Bidder(s) and USCL.
16. **Earnest Money Deposit**
- The Bidder(s) shall furnish EMD of Rs 24 Lakhs (Rupees Twenty Four Lakhs Only) by way of DD/ Bankers Cheque in favour of Chief Executive Officer, USCL payable at Udaipur.
- OR
- Bank Guarantee of Rs. 24.00 Lakhs (Rupees Twenty Four Lakhs Only) of Nationalized or Scheduled Bank (valid for six months from last date of submission of bid) in favour of Chief Executive Officer, USCL, Udaipur.
17. Bid(s) without EMD or any change in applicable amount of EMD by RESCO(s) shall be rejected and treated as non-responsive by USCL. No interest will be paid on the amount of EMD.
18. EMD may be forfeited if-
- i. A Bidder withdraws its Bid before Bid validity,
 - ii. A Bidder submits false information,
 - iii. A Successful Bidder fails to sign the LoA within the stipulated time,
 - iv. A Successful Bidder fails to furnish the applicable Security Deposit within stipulated time.
19. EMD shall be refunded to the unsuccessful Bidder(s) after finalization of the Bid(s) and signing of LoA with Successful Bidder(s).

20. **Security Deposit (SD):** The RESCO has to submit Security Deposit in the form DD/Banker Cheque @ Rs 30 Lakhs/MW for allocated capacity. Security Deposit can also be deposited in the form of Bank Guarantee. The initial validity of BG shall be 24 months from the date of LoA.
21. In case of SSI Units of Rajasthan, Security Deposit shall be @Rs 6.0 Lakhs/MW for the allocated capacity. Government Undertakings PSUs are exempted from furnishing of Security Deposit.
22. The Earnest Money (in case of successful bidders) may be utilized as part of Security Deposit if desired by the bidder.
23. The Earnest Money of successful tendered will be adjusted (if deposited as DD/Bankers Cheque) towards security deposit against order value at the time of LoA.
24. The tenderer may deposit balance amount of Security Deposit in the form of DD (if willing to adjust EMD in SD)
- OR
25. In way of Bank guarantee valid for 24 months from date of agreement for full amount of SD, (If supplier is willing to submit the total SD amount in form of BG, BG of EMD deposited will be refunded than).
26. On receipt of written request from RESCO, USCL shall release the security deposit after ONE year from the date of successful installation of last system with submission of commissioning certificate and after ascertaining satisfactory performance from Rooftop Owner for a period of One Year.
27. USCL at its sole discretion to cancel the Allocated Capacity and forfeit 100% (One Hundred percent) of EMD, in case Security Deposit is not submitted within scheduled time with signing of LoA. Part Security Deposit shall not be accepted.
28. Security Deposit shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee, as per ANNEXURE 8.
29. **Bidder's Consortium**
Consortium Bid(s) shall be acceptable from Bidder(s) as under:
- 29.1 The lead member of the Consortium shall submit "Consortium Agreement as given in the ANNEXURE-11.
- 29.2 The lead member shall undertake the responsibility for all obligations and liabilities relating to the RTS Project and in accordance with the terms of this RFP.
- 29.3 The work will be awarded to the lead member and USCL will acknowledge other Consortium members in LoA and other communication(s).

- 29.4 Each Consortium must nominate a lead member of the Consortium and must submit the Power of Attorney by all the members of the Consortium in favor of the lead member, as attached in ANNEXURE-9.
- 29.5 Bid(s) shall contain the information required for each member of the Consortium.
- 29.6 Only 1 (One) agreement with only 1 (One) party will be accepted under the Consortium Agreement, which means that there shall be separate agreement for each Consortium member(s) with the lead member.
- 29.7 Any company applying as a sole Bidder cannot at the same time be member of any Consortium(s) applying for this RFP. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this RFP.
- 29.8 The member(s) of the Consortium shall be jointly liable for the execution of the RTS Project(s) in accordance with the terms of the LoA, however, USCL will interact only with the lead member who shall own all liability and responsibility on behalf of the Consortium.
- 29.9 A Consortium as a whole must be a sound entity both technically and financially.
30. **Right to Withdraw the RFP and to Reject any Bid**
- 30.1 This RFP may be withdrawn or cancelled by USCL at any time without assigning any reasons thereof. USCL 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.
- 30.2 USCL reserves the right to interpret the Bid(s) submitted by the Bidder(s) in accordance with the provisions of this RFP and make its own judgment regarding the interpretation of the same. In this regard, USCL shall have no liability towards any Bidder and no Bidder shall have any recourse to USCL with respect to the selection process. USCL shall evaluate the Bid(s) using the evaluation process specified in SECTION 8: BID EVALUATION AND IDENTIFICATION AND ALLOCATION OF WORK TO RESCO, at its sole discretion. USCL's decision in this regard shall be final and binding on all the Bidders.
- 30.3 USCL reserves its right to vary, modify, revise, amend or change any of the terms and conditions of this RFP before Bid Deadline. The decision regarding acceptance of the Bid(s) by USCL shall be full and final.
- 30.4 USCL reserves its right to cancel any or all of the contracts/LOA from Bidder(s) at any time without assigning any reasons thereof and without incurring any liability on any account.

SECTION 6: SPECIAL CONDITIONS OF CONTRACT

Signing of SLA

1. Selected RESCO, offering highest percentage saving in power bill, shall enter into SLA, as per the format attached in ANNEXURE-12, with Rooftop Owner for implementation and O&M of the RTS Project for 25 (Twenty Five) years RESCO and Rooftop Owner with their Mutual Consent may alter minor terms and conditions as suitable for implementation of Rooftop Project which does not affect the sole conditions of RFP Document.
2. SLA and all other agreements shall generally have reference to RFP No. E-18/2016-17 the capacity allocated with provisions and all terms and conditions, technical specification and performance parameter in line with the RFP against which LoA has been issued.

Incorporation of a Project Company

3. RESCO are allowed to incorporate a Project Company. The Bidder(s) shall be responsible to get all clearances required/ obtained in the name of the Bidder(s) transferred in the name of the Project Company.

Refund /Forfeiture of Security Deposit

4. If;
 - a) 90% of the total allocated capacity is completed within the time line or extended period (if any), 100% of the Security Deposit shall be refunded as per Clause No. 26 of Section-5.
 - b) the bidder could not execute the capacity upto 50% of the allocated capacity within the timeline or extended period (if any), it will be treated as breach of contract and it will be the cause of forfeit of Security Deposit against total awarded quantity under contract and USCL may take action of cancellation of contract with debarring and blacklisting of firm.
 - c) the bidder who execute the work more than 50% but below 90% of the total allocated capacity within the timeline or extended period (if any), the security deposit for the unexecuted allocated capacity shall be forfeited.

Liquidated Damages

5. RESCO shall install the RTS Projects for the capacity allocated in LoA as per the technical specifications given in ANNEXURE-22 of this RFP and timelines specified under Section -9
6. On successful installation of the RTS Projects, Installation Certificate shall be issued to RESCO.

In case of delay in commissioning of the Allocated Capacity beyond Project Timelines, considering extension if any, RESCO(s) shall be liable to pay Liquidated Damages.

7. The authorization for installing the RTS Project can be repudiated at any time by USCL, if the systems are not installed to its satisfaction. The reasons for repudiation shall be recorded by USCL. In case of non-performance in any form and shape of the terms and conditions of the Agreement, the CEO, USCL Udaipur has the power to cancel the authorization pertaining to the supply and installation of systems.
9. The time specified for completion of work in the SLA shall be deemed to be the essence of the SLA and the successful RESCO shall arrange to complete work within the period. If RESCO does not comply to his proposed schedule for the completion of the project, CEO, USCL may at its discretion to allow an extension in time of completion, subject to recovery from the RESCO an agreed liquidated damages in the following manner. {the amount of LD shall be calculated considering project cost @ Rs 60/Wp):-
 - (a) Delay up to 45 days of the prescribed delivery period: 2.5% of balance project cost.
 - (b) Delay exceeding 45 days upto 90 days but not exceeding half of the prescribed delivery period: 5% of balance project cost.
 - (c) Delay exceeding 90 days upto 135 days of the prescribed delivery period: 7.5% of balance project cost.
 - (d) Delay exceeding 135 days upto 180 days of the prescribed period: 10% of balance project cost.
 - I. Fraction of a day in reckoning the period of delay in completion of work shall be treated one full day.
 - II. The maximum amount of agreed liquidated damages shall be 10% of balance project cost.
 - III. If the RESCO requires an extension of time in completion of contractual period on account of occurrence of any hindrance, they shall apply in writing to the authority for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of work.
 - IV. Delivery period may be extended with or without liquidated damages on the merits of the case. In case of extension approved with liquidated damages, the amount of

LD, as per clause no. 9 of this section, shall be deposited by RESCO with USCL in the form of DD/ Bankers cheque.

Grid Connectivity and Metering

10. Metering and Grid Connectivity of the RTS Project as per this RFP shall be the responsibility of the RESCO in accordance with the RERC Net Metering Regulations, 2015 or as amended from time to time.
11. RESCO shall be responsible for obtaining required approvals and clearances for connectivity of the RTS Project(s) with the Distribution Utility's grid. Distribution Utility will issue a consent letter to RESCO(s) for inter-connecting the RTS Project with its grid. However, extension in power load, if any, shall be at done the cost and expense of Rooftop Owner only.
12. The Rooftop Owner shall apply to Distribution Utility for Inter-connection of the RTS Project with its grid as per ANNEXURE-23.
13. The Rooftop Owner shall pay Application fee as per Net-Metering Guidelines.
14. Distribution Utility shall acknowledge the receipt of application received from the Rooftop Owner as per ANNEXURE-24.
15. Distribution Utility will issue a synchronization letter to Rooftop Owner, which shall be submitted to USCL by Rooftop Owner.
16. RESCO shall bear the entire cost of metering arrangement provided including its accessories. Any applicable charges towards installation of RTS Projects shall be paid to the Distribution Utility or any other agency by RESCO.
17. The installation of meters including Current Transformer (CT) and Potential Transformer (PT), wherever applicable, shall be carried out by RESCO as per the procedures of the Distribution Utility with its permission
18. Rooftop Owner and Distribution Utility shall enter into Net-Metering Inter-connection Agreement as per ANNEXURE-25.

Project Commissioning by RESCO(s)

19. Application for Commissioning Certificate:

When RESCO(s) fulfill all of its obligations, it shall be eligible to apply for Completion Certificate. The Engineer-in-Charge of USCL shall issue to RESCO the Completion Certificate within 7 (Seven) days after receiving an application from rooftop owner

(which shall be provided to rooftop owner by the RESCO) and a Vetting Certificate from Government specialized institutions e.g. RRECL, REIL, MNRE or SECI, after verifying the completion documents and satisfying itself that the work has been completed in accordance with and as set out in this RFP.

20. Project Completion Report (PCR)

RESCO shall submit the Project Completion Report (PCR) in soft copy and as well as in Hard copy after Commissioning of the RTS Project as per the scope of this RFP to USCL, in the prescribed format attached in ANNEXURE-14. Non submission of the PCR shall be considered as “Breach of Contract” and shall attract punitive actions as per the relevant provisions of the RFP.

21. Delay attributable to Rooftop Owner

- 21.1 The Rooftop Owner shall intimate the RESCO for relocation of the RTS Project due to reasons attributable to Rooftop Owner, such as, construction work on rooftop, ownership transfer, theft and relocation of Rooftop Owner.
- 21.2 RESCO shall undertake feasibility study to assess if the roof can be utilized for relocating the RTS Project.
- 21.3 It is the onus of the Rooftop Owner to provide the alternate rooftop to the RESCO in case of need for relocating the RTS Project post commissioning and it shall be compensated by the Rooftop Owner to RESCO in the following manner:
- a) *Cost of dismantling RTS Project at the rate of Rs.2/Wp.*
 - b) *Cost of Re-installing of RTS Project at the rate of Rs 4/Wp for the capacity to be installed when the roof is made available.*
- 21.4 Rooftop Owner shall pay the compensation to RESCO equal to the amount derived as per the mechanism under the clause 21.3 within 90 (ninety) days of relocation of the RTS Project(s).
- 21.5 If the RESCO(s) is unable to generate electricity for more than 3(Three) months or is intimated by the Rooftop Owner of disruption for the period of 3 (Three) months or more, Rooftop Owner shall be allowed to terminate the Service Level Agreement with the RESCO, after giving 30 (Thirty) days of prior intimation.

22. Type and Quality of Materials and Workmanship

- 22.1 The design, supply, erection, testing, commissioning, and performance of the equipment shall be in accordance with relevant appropriate IEC/ Indian Standards as detailed in this RFP (Technical specifications in ANNEXURE-22. Where appropriate

Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

- 22.2 Any equipment which has not been specifically mentioned in this RFP but which are necessary for the design, supply, erection, testing, commissioning and performance or completeness of the RTS Project shall be provided by the RESCO without any extra cost and within the time schedule for efficient and smooth O&M of the RTS Project.

23. Project Operation

RESCO(s) shall be allowed to generate and supply electricity to the Rooftop Owner post commissioning of the RTS Project.

24. Invoicing by RESCO

- 24.1 RESCO shall raise an invoice on monthly basis with details of number of units supplied on the basis of Solar Meter Reading during the month to the Rooftop Owner, as per ANNEXURE-17.
- 24.2 The Rooftop Owner shall pay the Invoice amount within 30 (Thirty) days from the date of Invoice. After 30 (Thirty) days, interest at the rate of 8% per annum shall be levied over and above the outstanding Invoice amount.

25. Project Performance Report (PPR)

- 25.1 RESCO shall submit Yearly PPR mandatorily to USCL as specified in format attached in ANNEXURE-16. Non-submission of the PPR shall be considered as “Breach of Contract” and shall attract punitive actions as per the relevant provisions of the RFP.
- 25.2 RESCO shall ensure efficient O&M for 25 (Twenty Five) years from the date of commissioning of the RTS Project.

26. O&M Guidelines to be followed by RESCO

- 26.1 The RESCO shall be responsible for all the required activities for successful O&M of the RTS Project for a period of 25 (Twenty Five) years from the date of commissioning of the RTS Project.
- 26.2 O&M of the RTS Project shall be in compliant with the requirements specified in this RFP as per SLA.
- 26.3 RESCO shall depute qualified and experienced engineer/technicians till the O&M period at the Project site, if required

26.4 RESCO shall perform periodic cleaning of solar modules, or as and when required

26.5 RESCO shall coordinate with Rooftop Owner as per the requirement for Joint Metering Reading (JMR). The representative of RESCO(s) shall take JMR in presence of Rooftop Owner on a monthly basis. RESCO shall furnish generation data (JMR) each month to Rooftop Owner positively within first 7(Seven) days of the following month. In case, the Rooftop Owner does not verify the JMR within Seven Days, the JMR submitted by the RESCO shall be treated as final for invoicing purpose.

RESCO shall undertake online performance monitoring, controlling, troubleshooting, maintaining of logs and records. A maintenance record register shall be maintained by RESCO with effect from commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.

27. For any issues related to O&M, the Rooftop Owner shall intimate RESCO to resolve the issue within 7 (Seven) days.

27.1 In the event of breach of any of the conditions of the Agreement any time on the part of the RESCO, the Agreement may be terminated summarily by CEO, USCL without compensation to the RESCO and SD Deposited by the RESCO will be forfeited.

28. Insurance

28.1 RESCO 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 work and for entire lifecycle of the project. The RESCO shall 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 SLA. Liquidation, death, bankruptcy etc., shall be the responsibility of the RESCO.

28.2 RESCO shall be responsible for safe usage of rooftop available and any of the work of RESCO shall not degrade the rooftop, for example, puncture to an extent of affecting the strength of the rooftop. RESCO shall be liable for penalty in case of any misuse of the available rooftop.

29. Tax Exemptions

29.1 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 department of Government of India or Government of Rajasthan, as applicable, by the

Bidder. USCL / Rooftop Owner in no case will be responsible for providing any tax exemptions to the Bidder.

30. Corrupt or Fraudulent Practices

30.1 The USCL requires that RESCO shall follow the highest standards of ethics during the execution of scope of work, as defined in this RFP. In pursuance of his RFP, USCL

30.1.1 Defines, for the purposes of this provision, the terms set forth as follows:

- 1) "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
- 2) "fraudulent practice" means a misrepresentation of facts in order to influence the Bid process or the execution of an Agreement to the detriment of the USCL/Government 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 USCL of the benefits of free and open competition;

30.1.2 Will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a Government 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 schemes.

31. Debarred from Participating in USCL's Bid

31.1 USCL reserves the right to carry out the performance review of each of the RESCO from the time of submission of Bid. In case it is observed that a RESCO has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such RESCO may be debarred from participating in USCL's any future Bid for a period as decided by the CEO, USCL.

32. Applicable Law

32.1 This RFP shall be interpreted in accordance with the laws of the Union of India.

33. Settlement of Dispute

33.1 Legal proceedings, if any, arising out of this RFP shall have to be lodged in courts situated in Udaipur, Rajasthan only.

33.2 If any question is raised or issue arises between the Rooftop Owner(s) and RESCO, and matter is taken to a consumer court, USCL shall not be responsible in any manner and shall not be made a party in it.

- 33.3 If any dispute of any kind whatsoever arises between USCL and RESCO in connection with or arising out of this RFP 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.
- 33.4 If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 (Forty Five) 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.
- 33.5 In all other cases, any dispute submitted by any party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below:
- a) Rooftop Owner and RESCO 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 30 (Thirty) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.
 - b) If one party fails to appoint its arbitrator within 30 (Thirty) 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.
 - c) 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 under clause 32 and a substitute shall be appointed in the same manner as the original arbitrator.
 - d) Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Udaipur, Rajasthan.
 - e) 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.
 - f) The arbitrator(s) shall give reasoned award.
- 33.6 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

33.7 The Cost of arbitration shall be equally shared between the RESCO and Rooftop Owner

34. Force Majeure

34.1 For purpose of this clause, "Force Majeure" means an event beyond the control of the RESCO and not involving the RESCO'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, it shall be decided by USCL and its decision shall be final and binding on the RESCO and all other concerned parties.

34.2 If a force majeure situation arises, the RESCO shall notify USCL in writing promptly, not later than 14 (Fourteen) days from the date such situation arises. RESCO shall notify USCL not later than 3 (Three) days of cessation of force majeure conditions. After examining the cases, USCL shall decide and grant suitable additional time for the completion of the work, if required.

35. Grievance Redressal Mechanism

35.1 In case any Bidder is aggrieved against decision or action of any agency involved in the Bidding process, can take appropriate actions as defined in ANNEXURE-19.

36. Miscellaneous Conditions

36.1 The Rooftop Owner shall allow easy access to the Authorized Representative and/or to the person(s) authorized by the Authorized Representative of RESCO for:

S.NO.	Activities
1	Site inspection for shadow free rooftop area available
2	Site Inspection for assessing the structural requirements for installation of the Project
3	Designing of layout for installation of the RTS Project
4	Carrying component and equipment to the rooftop of the Building
5	Installation of the Project including civil works
6	Erection and Testing of components,
7	Commissioning of the Project,
8	Inter-connection of the Project with Grid,
9	O&M of the Project,
10	Regular meter reading,
11	Resolution of complaints
12	Any other work as may be necessary for efficient O & M of the Project

36.2 RESCO shall not transfer, assign, or sublet the work under this RFP or any substantial part thereof to any other party without the prior consent of USCL in writing.

36.3 RESCO or its subcontractors shall not make any other use of any of the documents or information of this RFP, except for the purposes of performing as per this RFP.

36.4 USCL will not be bound by any Power of Attorney granted/issued by the RESCO or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by USCL after obtaining proper legal advice, the cost of which will be chargeable to the concerned RESCO.

37. Successors and Assignees

37.1 In case USCL or RESCO(s) undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization and this RFP is assigned to any entity(ies) partly or wholly, the Agreement shall be binding mutatis mutandis upon the successor entities and shall continue to remain valid with respect to obligation of the successor entities.

38. Severability

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

39. Rights and Remedies only for the Parties

39.1 This RFP is not intended and shall not be construed to confer on any person other than the USCL and RESCO hereto, any rights and/or remedies herein

40. Other

40.1 IF: (A)

- (i) Any bidder after qualifying for opening of financial bid withdraws without valid grounds, from the procurement process, USCL will forfeit the deposited amount as EMD of the bidder with USCL and take action for debarring and blacklisting of firm.
- (ii) Any bidder after opening of financial bids and deciding L-1 withdraws without valid grounds, from the procurement process, USCL will forfeit the deposited amount as EMD of the bidder with USCL and take action for debarring and blacklisting of firm.

- (iii) Any bidder after deciding and matching H-1 withdraws without valid grounds, from the procurement process, USCL will forfeit the deposited amount as EMD of the bidder with USCL and take action for debarring and blacklisting of the firm.
- (iv) Any bidder after award of work fails to provide procurement contract, any other document or security deposit required in terms of the bidding documents, USCL will forfeit the deposited amount as EMD of the bidder with USCL and take action for debarring and blacklisting of the firm.

In addition to the recourse available in the bidding documents or the contract, be punished with fine which may extend to fifty Lakh rupees or ten percent of assessed value of total procurement, whichever is less.

40.2 IF: (B)

When a tenderer is unable to complete upto 50% of allocated capacity within the specified or extended period (if any), it will be treated as breach of contract and it will be the cause of forfeit security deposit against total awarded quantity under contract and USCL may take action with cancellation of contract with debarring and blacklisting of firm. CEO, USCL shall be entitled to award the work to other tenderer/ agency without notice to the tenderer but on his (i.e. tenderer's) account and risk, the work or any part thereof which the tenderer has failed to complete or if not available, the best and nearest available substitute thereof.

41. Correspondence

- 41.1 The Bidder(s) requiring any Technical clarification of the Bid documents may contact in writing or by Fax /E-mail. Verbal clarifications and information given by the USCL or its employees or its Representatives shall not be in any way entertained.

Name	Contact number	E-mail id
Chief Executive Officer Udaipur Smart City Limited Municipal Corporation, Town Hall, Udaipur (Rajasthan)	(0294) 2421255	mc_udaipur@rediffmail.com

SECTION 7: BID SUBMISSION AND BID OPENING

1. The Bidder(s) must fill up all the information clearly as per this RFP and attach all required documents in support.
2. The Bidder(s) shall submit all the required information along with the Bid prior to the Bid Deadline, failing which Bid will be treated as non-responsive.
3. If supporting documents (Self attested) are not attached for each Minimum Technical Eligibility Criteria (Technical, Financial and other) specified in SECTION-4, the Bid shall be rejected without further reference.

4. BID SUBMISSION

- a. Submission of Envelope (in Physical Form) should be reached at the office of CEO, USCL Udaipur.

S.No.	Details required	Details of Attachment
1.	Cost of Bid:	DD/Banker's Cheque No.: Date: Amount: In favor of Chief Executive Officer, USCL payable at Udaipur.
2.	e-proc Charges:	DD/Banker's Cheque No.: Date: Amount: In favor of Chief Executive Officer, RISL payable at Udaipur.
3.	EMD	DD/Banker's Cheque/Bank Guarantee: Date: Amount: In favor of Chief Executive Officer, USCL payable at Udaipur.

b. Online submission of BID :

- (i) First the COVER-1 containing scanned copies of DD's/Banker's cheque of (a) Tender Cost, (b) RISL e-proc charges and (c) EMD (may be in form of BG)/ Exemption Certificate (if applicable) shall be opened and checked for confirming the eligibility for opening cover-2 i.e-Technical bid.
- (ii) Then COVER-2 (i.e. Technical bid) shall be opened of those bidders who confirms as per 4(a) and b (i).

The evaluation of techno-commercial bid will be done & price bids (i.e. Cover-3 through e-procurement ONLY) of those bidders will be opened, who are found technically eligible and qualified

(Check-list for Technical Evaluation)
Technical Bid for Bidder(s) in COVER -2

S. No.	Details Required	Details of Attachment	Page No. of self-attested attached document
1	Complete Bid Document (Duly signed on each and every page in confirmation of acceptance of Terms and Condition of Bid) along with the declaration as per ANNEXURE 2&4.		
2	As per Section 4 (1) (A copy of certificate/registration document should be furnished along with the Bid in support of above.)		-
3	<p>As per Section 4 (2)</p> <p>The Bidder(s) shall have cumulative experience of commissioning at least 50 (Fifty) kWp Grid connected Solar Photovoltaic Power Project(s) prior to the Bid Submission Date.</p> <p>The details of the Project(s) executed shall be listed in ANNEXURE 3.</p> <p>A certificate issued by the State Nodal Agency (SNA)/Government Organization/Solar Energy Corporation of India (SECI)/Project or Rooftop Owners towards the satisfactory installation and functioning of the Project(s) should be furnished by the Bidder(s).</p>		
4	<p>As per Section 4 (3)</p> <p>The Bidder(s) shall have financial capability to take up the proposed work to be supported by Audited Annual Accounts for last 03 (Three) Financial Years (FY). The Bidder(s) shall have an Annual Turnover of Rs. 2.0 Crore (Rupees Two Crores Only) in any of the last 03 (Three) Financial years.</p> <p>In case Audited Accounts are not available for last FY, the Bidder(s) shall submit Provisional Annual</p>		

S. No.	Details Required	Details of Attachment	Page No. of self-attested attached document
	Accounts for the last FY duly authorized by Board of Directors of the Bidder(s), subject to submission of Audited Annual Accounts for last FY as and when available.		
5	As per Section 4 (4) Bidder(s) shall furnish valid CST/State VAT/TIN registration certificate.		
6	Authorization Certificate/Consortium Agreement. (If the Bid is submitted by the any authorized person/firm/agent/Consortium Firm on behalf of original Bidder)		
7.	Others - Certificates in support of clarification of technical requirements (if any).		

COVER- 3: Price bids through e-procurement (ONLY) as per ANNEXURE -5 NOTE: Submission of price in cover-2 will be considered disqualification and such bids will be finally rejected in technical evaluation and cover-3 of such bids will not be opened.

Note:

1. The information in the above tables shall be filled properly.
2. If any document(s) submitted in support of above parameters found false, the Bid(s) shall be disqualified and EMD shall be forfeited and the Bidder(s) shall be blacklisted.
3. Cutting in Bid(s) shall be verified by the signature with seal on every attempt and overwriting is not allowed.

BID OPENING

(A) Opening of Envelope-I

Envelope containing DD/Banker's Cheque of Tender Cost, E-tendering fee and DD/Banker's cheque /BG of EMD of required amount with exemption certificate (if Applicable) will be opened and checked for conforming eligibility for opening of online Bid.

Online Bid will be opened for those bidders who's Envelope –I are received at the office of the CEO, USCL upto the given time schedule and found eligible.

(B) Opening of online Bid:

Step-1: Cover-1 shall be opened and checked for conforming ENVELOPE-I to the eligibility for opening cover-2 i.e. Technical Bid.

Step-2: Cover-2 (i.e. Technical Bid) shall be opened and evaluated for the Bidder(s) eligibility for opening cover-3 i.e. Financial Bid.

Step-3: Cover-3 (i.e. Price Bid) submitted through e-tendering only of those Bidder(s) will be opened who are found technically eligible and qualified under Step 2 above.

The basis of evaluation shall be the Fixed Tariff quoted in the Price Bid as per the format attached in ANNEXURE-5. The Bidder(s) are required to quote Fixed Tariff on firm basis and no price variation on any account shall be considered.

SECTION 8: BID EVALUATION AND IDENTIFICATION AND ALLOCATION OF WORK TO RESCO

Bid Examination

- 1) Bidder(s) shall carefully examine the Technical Specification, terms and conditions, and other details relating to this RFP.
- 2) The Bidder(s) shall be deemed to have examined this RFP including the Annexures/ Formats etc., and to have obtained information on all matters whatsoever that might affect it to execute the RTS Project and to have satisfied itself as to the adequacy of its Bid. The Bidder(s) shall be deemed to have known the scope of work, nature and magnitude of the requirements of material and labour involved, etc. and as to all supplies it has to complete in accordance with this RFP.
- 3) The Bidder(s) is expected to have completed all possible Technical, Commercial, Policy, Regulatory and Statutory due-diligence prior to submitting its bid in pursuant to this RFP.
- 4) The Bidder(s) is advised to submit Bid on the basis of conditions stipulated in this RFP. The Bidder's standard terms and conditions, if any, shall not be considered. The cancellation/alteration/amendment/modification in this RFP shall not be accepted by USCL.
- 5) Bid(s) not submitted as per the instructions to the Bidder(s) are liable to be rejected. Bid(s) shall confirm in all respects with requirements and conditions referred in this RFP.
- 6) USCL at its own discretion has the right to reject any or all the Bids without assigning any reason whatsoever.

Criteria for Selection of Bidder(s)

- 7) The Bid shall be allocated to the Successful Bidder(s) based on the Highest Percentage Savings in the Power Bill as quoted in Price Bid.
- 8) The Price Bid shall take into consideration all the costs related to the scope of work mentioned under Section-3.
- 9) The Bidder(s) shall quote for the entire scope of work on a "single responsibility" basis such that the total Price Bid shall cover the obligations mentioned in this RFP in respect of design, supply, erection, testing and commissioning including O&M for a period of 25 (Twenty Five) years from the date of commissioning of the RTS Project.

- 10) The Bidder(s) shall furnish Price Bid for 25 (Twenty Five) years including all taxes and duties, insurance, etc.
- 11) No price escalation on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax, electricity duty or duty levied in respect of the systems authorized to be installed, shall be applicable.
- 12) The Percentage Savings in the Power Bill will be firmed and fixed for 25 years including all taxes and duties, insurance, etc., irrespective of its actual cost of execution of the RTS Project(s).
- 13) No escalation over and above the quoted price will be granted to the Bidder(s), on any reason whatsoever during the Contract period.

Process of Selection of Bidder

- 14) Price Bid shall be opened and evaluated for the technically qualified bidder(s), as per Section 7 and 8 of this RFP.
- 15) Based on the Price Bid(s) quoted by the Bidder(s), USCL shall arrange the Price Bids in the ascending order i.e. H1, H2, L3...Hn etc.
- 16) The bidder with the Highest quote value shall be declared as H1.
- 17) USCL will select only ONE vendor for total capacity of 2 MW.
- 18) If More than One bidder found same highest quote as H-1, bidder with Sound financial Network will be given preference for allocation of capacity.

Notification of RESCO

- 19) The name of the RESCO shall be notified, and the offered price on USCL website: www.eprocure.rajasthan.gov.in and shall also be notified individually by issuing LoA.

Issuance of LoA

- 20) USCL shall notify the Successful Bidder(s) as per clause 19. Successful Bidder shall acknowledge the receipt of LoA and return duplicate copy with signature of the Authorized Signatory of the Successful Bidder to the USCL within 10 (Ten) days of issuance of LoA. Successful Bidder(s) shall be referred as RESCO after signing of LoA.

- 21) If the Successful Bidder, to whom LoA has been issued, does not fulfill any of the conditions specified in this RFP, USCL reserves the right to annul/cancel the award of the LoA of such Successful Bidder.

SECTION 9: COMPLETION PERIOD

RESCO shall install the RTS Projects for the capacity mentioned in LoA as per the technical specifications given in ANNEXURE- 22 of this RFP within completion period of 12 months.

SECTION 10: STEPS TO TAKE UP THE WORK

Although the procedure of taking up work to complete as per requirement has already described in the RFP, in order to provide guidelines at a glance further, the steps to take up work under this program are summarised as under:

Step -1	Successful Bidder shall be issued LoA by USCL. The Successful Bidder(s) shall submit signed copies of Service Level Agreement with the Rooftop Owner as per the required formalities.
Step -2	RESCO shall enter into Service Level Agreement (SLA) with Rooftop Owner(s) for implementation and O&M of the RTS Project for 25 (Twenty Five) years through this RFP process
Step -3	RESCO shall initiate the process of designing of the RTS Project and other subsequent activities of supply of material, erection, etc.
Step -4	RESCO shall complete the work of civil work, erection, testing and Commissioning of the RTS Project and report to concerned Project officer/Project Manager, USCL and get it vetted from Government specialized institutions e.g. RRECL, REIL, MNRE or SECI and get a Completion Certificate from USCL.
Step -5	RESCO shall approach AVVNL for interconnecting the RTS Project with the grid
Step -6	RESCO shall facilitate tests as per AVVNL's requirement for inter-connection of RTS Project with the grid.
Step -7	RESCO shall commission the RTS Project and initiate supply of electricity from it.
Step -8	RESCO shall submit Monthly Project Performance Report to Rooftop Building Owner.
Step -9	RESCO shall undertake Joint Meter Reading with Rooftop Owner for electricity supplied to latter's system.
Step -10	RESCO shall ensure service of the RTS Project and take responsibility of all the Agreements entered into by the Rooftop Owner in pursuant to the RTS Project

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LIST OF ANNEXURES

Annexure No	Brief Details of Annexure	Page No
1	Brief details of the Bidder	
2	Declaration by the Bidder regarding qualifications	
3	Schedule of Experience (Installation)	
4	Details of after sale service centers.	
5	Price Bid	
6	Bid Form	
7	Format for EMD	
8	Format for Security Deposit	
9	Power of Attorney	
10	Undertaking to be Submitted by RESCO	
11	Consortium Agreement	
12	Service Level Agreement	
13	Format for Installation Certificate	
14	Project Completion Report	
15	Commissioning Certificate	
16	Yearly Project Performance Report	
17	Monthly Invoice Format	
18	Code of Integrity and No Conflict of Interest	
19	Grievance Redressal	
20	Additional Conditions of Contract	
21	Agreement between USCL and RESCO	
22	Technical Specifications	
23	Application for Net Metering and Grid Connectivity of RTS 86 Project	
24	Net-Metering Application Acknowledgment	
25	Net-Metering Inter-connection Agreement	
26	List of Buildings & their details	

ANNEXURE 1: BRIEF DETAILS OF THE BIDDER

The brief details of the Bidder shall be filled in as under:

S. No	Particulars	Detail
1	Name of the Bidder	
2	Registration Number	
3	Date of Registration	
4	Registered Address with Tel. Number	
5	Details of Product(s) being manufactured at their own	
6	Name of Directors of the Company (at least Two directors with email IDs and contact Numbers):	(1) _____ (2) _____
7	Sales Tax/Vat Registration Number	
8	Year from which firm is in business in Solar Power/Renewable Energy	
9	Major Area (Name of States) of working remained till date	
10	Technical Officers/Engineers and other officers/officials working in the company	(1) Technical Person (Nos.) _____ (2) Other officers/ officials (Nos.) _____
11	Branch offices/Dealers network is available in Udaipur (if yes, provide details)	
12	The person(s) authorized by the Bidder for work of Rooftop Solar Photovoltaic Power Projects in Udaipur.	

SIGNATURE OF AUTHORISED SIGNATORY WITH SEAL

ANNEXURE 2: DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

In relation to my/our Bid submitted to _____ for work in response to their RFP No _____ dated _____ I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the RFP issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of 3 (Three) years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

**SIGNATURE and SEAL OF
BIDDER**

Date:

Name :

Designation:

Address:

ANNEXURE 3: SCHEDULE OF EXPERIENCE FOR GRID CONNECTED SOLAR PV PROJECTS

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

S.No.	Details of RTS Project installed till Bid Deadline	Year	Department/Agency/ Beneficiary for which work carried out	Total kW size of work	Cost of works in { Amt. in Lakhs. }	Attachment at Page No. of Bid
1						
2						
3						
4						
.....N						
TOTAL						

SIGNATURE and SEAL OF BIDDER

{ Please refer Section-4 “Experience” Prerequisite, for eligibility in this RFP }

**ANNEXURE 4: DETAILS OF AFTER SALE SERVICE
CENTRES EXISTING/ PROPOSED IN UDAIPUR**

(To be furnished within 60 days from the date of Agreement with USCL)

S.N	Name of Dealer/Centre	Village, Tehsil, District	Name of contact Person & Phone Number

SIGNATURE & SEAL OF Tenderer

ANNEXURE-5: PRICE BID

Tender Inviting Authority: Chief Executive Officer, Udaipur Smart City Limited, Udaipur			
Name of Work: Design, Supply, Erection, Testing, Commissioning, Operation and Maintenance for 25 years of Grid Connected Rooftop Solar Photovoltaic Power Projects on selected buildings at Udaipur under RESCO Model.			
Contract No: NIT No.			
Bidder Name :			
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
Sl. No.	Item Description	Percentage Saving Proposed for Rooftop Owners (In Figures)	Percentage Saving Proposed for Rooftop Owners (In Words)
1	2	3	4
1	Design, Supply, Erection, Testing, Commissioning, Operation and Maintenance for 25 years of Grid Connected Rooftop Solar Photovoltaic Power Projects on selected buildings at Udaipur under RESCO Model		

Note: This information should be filled on-line only on e-procurement site as per procedure.

ANNEXURE 6: BID APPLICATION FORM

UDAIPUR SMART CITY LIMITED

Municipal Corporation, Town Hall, Udaipur (Rajasthan)

1. Subject: RFP for _____
2. Name and full postal address, contact Number and Email of the Bidder submitting the Bid:
3. To be addressed to:
Chief Executive Officer, Udaipur Smart City Limited
Municipal Corporation, Town Hall, Udaipur (Rajasthan)
4. Reference (RFP No):
5. The fee as per RFP has been submitted/ deposited as under:

S.No.	Details	Amount	CR No./ DD No.
1	Cost of Bid: in favour of CEO, USCL payable at Udaipur	Rs. 10,000/-	
2	e-proc Charges: in favour of CEO, RISL, payable at Udaipur	Rs.1,000/-	
3	EMD in favour of CEO, USCL, Udaipur	Rs.24 Lakhs	

6. We agree to abide by all the conditions as mentioned in RFP No.:_____Dated_____ and subsequent revisions thereof issued by the Chief Executive Officer, USCL, Udaipur and (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
7. The Costs/Rates for the installation, commissioning, operations and maintenance thereof are given in the schedule of prices attached herewith.
8. Material will be delivered within delivery period / schedule.
9. The rates quoted are valid upto 6 (Six) months from the date of opening of the Price Bid. The period can be extended with mutual consent.
10. Income tax clearance certificate from the income tax office of the circle concerned sales tax registration certificate No. and sales tax clearance certificate from the Sales Tax / Commercial Taxation officer concerned are submitted herewith.

SIGNATURE and SEAL OF BIDDER

ANNEXURE 7: FORMAT FOR EMD

(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 the RFP inter alia for selection of the Bidder under RESCO route of in the state of on the rooftops of the Buildings identified by Bidder(s) in response to the RFP No. _____ dated ____ issued by USCL and USCL considering such response to the Bid of _____ [insert the name of the Bidder] as per the terms of the RFP, the

_____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to USCL at [Insert Name of the Place from the address of USCL] forthwith on demand in writing from USCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ only [in words], on behalf of _____ [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 condition of the RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract/agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective contract/agreement.

Our liability under this Guarantee is restricted to Rs. _____

(Rupees _____ only). Our Guarantee shall remain in force until _____ [six months from the date of Bid Deadline]. USCL 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 USCL 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 USCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to USCL.

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 USCL to justify the invocation of this

BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against USCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Udaipur 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 USCL 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 USCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only) and it shall remain in force until _____ [six months from the date of Bid Deadline] with an additional claim period of 30 (Thirty) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if USCL serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] Banker's Stamp and Full Address.

ANNEXURE 8: FORMAT FOR SECURITY DEPOSIT

{To be submitted for the Buildings identified by Bidder(s) in Udaipur at the time of signing of
LoA separately}

**(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 RESCO) submitting the response to the RFP No. _____ inter alia for selection of the Bidder under RESCO model for the allocated capacity of 2 MWp, in Udaipur in response to the RFP No. _____ dated _____ issued by Udaipur Smart City Limited (hereinafter referred to as USCL) and USCL considering such response to the RFP of _____ [insert the name of the selected Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and issuing Letter of Allocation No _____ to _____ [Insert Name of RESCO] as per terms of RFP and the same having been accepted by the RESCO, _____. As per the terms of the RFP, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to USCL at forthwith on demand in writing from USCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Total Value] only, on behalf of _____ [Insert name of the RESCO].

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

Our liability under this Guarantee is restricted to Rs. _____ [insert total value]

Our Guarantee shall remain in force until _____ [24 months from the date of signing of Letter of Allocation] USCL shall be entitled to invoke this Guarantee till _____ [insert last date of Security Deposit validity].

The Guarantor Bank hereby agrees and acknowledges that USCL 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 USCL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to USCL.

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

Guarantor Bank shall not require USCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against USCL in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Udaipur 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 USCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the RESCO, to make any claim against or any demand on the RESCO or to give any notice to the RESCO or to enforce any security held by USCL or to exercise, levy or enforce any distress, diligence or other process against the RESCO.

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

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1. _____
Signature
Name and Address
2. _____
Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Security Deposit shall be executed by any scheduled Bank

ANNEXURE 9: 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 Bidder in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We _____ (name and address of the registered office of the Bidder, as applicable) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and 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 Rooftop Solar Photovoltaic Power Project based on Net metering arrangement in Udaipur in response to the RFP No. _____

dated _____ issued by Udaipur Smart City Limited (USCL), Udaipur 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 USCL may require us to submit. The aforesaid Attorney is further authorized for making representations to the USCL and providing information/responses to USCL, Udaipur representing us in all matters before USCL and generally dealing with USCL, Udaipur in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned RFP.

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

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

Signed by the within named

_____ (Insert the name of the executants company)

Through the hand of Mr./Ms. _____

Duly authorized by the Board to issue such Power of
Attorney Dated this _____ day of _____ 201

Accepted

Signature of Attorney

(Name, designation and address of the
Attorney) Attested

(Signature of the executants)

(Name, designation and address of the executants)

Signature and stamp of Notary of the place of execution

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

WITNESS

1. _____
(Signature)
Name _____
Designation _____
2. _____
(Signature)
Name _____
Designation _____

Notes:

The mode of execution of the Power Of Attorney shall 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 Bidder / 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 or the Companies Act, 2013, with a paid up share capital of more than Rs. 02Crores (Rupees two crores), should be the Commissioner/ 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 favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

ANNEXURE10: UNDERTAKING TO BE SUBMITTED BY RESCO FOR FAITHFULLY CARRYING OUT THE ASSIGNED WORK

In consideration of the CEO, USCL, Municipal Corporation, Town Hall, Udaipur (hereinafter called USCL) having authorised us _____ (name of the RESCO), office at _____ for carrying out work of Design, Supply, Erection, Testing and Commissioning including Operations and Maintenance for 25 (Twenty Five) years Rooftop Solar Photovoltaic Power Project in Udaipur, Rajasthan and on successful completion of the job, RESCO does hereby undertake to carry out the work as per terms and condition of this RFP and LoA issued to us by USCL.

We do hereby further undertake that in case we are unable to carryout out duties as undertaken above. USCL would have the right to forfeit the entire /EMD/Security deposit deposited by us for the RTS Project.

We at _____ (Name of RESCO) further agree that the undertaking herein contained shall remain in full force and effect for the period of the year from the date of this undertaking or for such period for which this undertaking is executed.

Dated this _____ day of _____ 2017.

Signature of the constituted Attorney of M/s.

ANNEXURE 11: CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for “Selection for Design, Supply, Erection, Testing and Commissioning including Operation and Maintenance of Rooftop Solar Photovoltaic Power Projects” in Udaipur
(To be executed on Stamp Paper of Rs. 100/-)

THIS JOINT BIDDING AGREEMENT is entered into on this _____ day of _____ 2017.

BETWEEN

(_____ lead member of Consortium) and having its registered office at _____ (Hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

_____ having its registered office at _____ hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the First and Second Part are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHERE AS,

- i. Udaipur Smart City Limited (has invited applications (the “Bidder(s)”) by its RFP No. _____ for selection of Bidder(s) for Design, Supply, Erection, Testing and Commissioning of Rooftop Solar Photovoltaic Power (hereinafter called “RTS Project”) in Udaipur and selection of Bidder for the same.
- ii. The Parties are interested in jointly bidding for the RTS Project as members of consortium in accordance with the terms and conditions of the RFP and other documents in respect of the RTS Project, and
- iii. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows: Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise require, have the meaning ascribed thereto under the RFP No.:

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the RTS Project.

The Parties hereby undertake to participate in the RFP Process only through this Consortium and not individually and/ or through any other consortium constituted for this RTS Project, either directly or indirectly or through any of their Associates.

2. Role of the Parties

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

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the RFP Process and after it once selected as RESCO.
- b. Party of the First Part would be responsible for successful execution of all work awarded to them by USCL and in no circumstances the same shall be the responsibility of Second Part.
- c. Party of the Second Part shall work in accordance to roles and responsibilities assigned to them from First Part as a part of their internal understanding.
- d. Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by USCL.

3. Joint and Several Liabilities

The Party of the First Part does hereby undertake the responsibility for all obligations and liabilities relating to the RTS Project and in accordance with the terms of RFP.

4. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the date of validity period of Award and /or Empanelment and further in accordance with the Letter of Allocation subsequently issued if Bid arrives as successful. However, in case the Consortium is either not pre-qualified for the RTS Project or does not get selected for award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

5. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the Corporation. Party of First Part would decide on the representative of Consortium at Corporation.

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

SIGNED, SEALED AND DELIVERED
For And on behalf of Lead Member by:

SIGNED, SEALED AND DELIVERED
Second Part

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In Presence of:

Witness 1
Witness 2

Witness 1
Witness 2

ANNEXURE 12: SERVICE LEVEL AGREEMENT

This Service Level Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into at [●] on this [●] day of [●] 2017 between the Rooftop Owner and the RESCO with respect to Implementation and Operations and Maintenance of the RTS Project for 25 (Twenty Five) years starts from [date of commissioning].

The Rooftop Owner and the RESCO may be referred to hereinafter individually as the “**Party**,” or collectively as the “**Parties**.”

- A. The Rooftop Owner which is Authorized Person/Head of Office/HoD of Government Department hereto and has absolute right to provide rooftop of the said building; location for RTS Project of its Rooftop in pursuant to this RFP. The Rooftop of the identified building [name of the building with address] on which the RTS Project shall be installed/is installed for 25 (Twenty Five) years is -----Sq.meter/feet.
- B. Udaipur Smart City Limited (“**USCL**”), acting as Bid Process coordinator had invited bid(s) through the Request for Selection (“**RFP**”) process dated [●] for Implementation of Grid Connected Rooftop Solar Photovoltaic Power Projects (hereinafter referred to as RTS Project) based on Net Metering arrangement on buildings identified by Bidder(s) in Udaipur . ,
- C. Pursuant to the said RFP and after evaluation of the bid(s) received, USCL has accepted the bid of the [●] [Insert name of the Successful Bidder] and issued a Letter of Allocation (hereinafter called the “**LoA**”) No. [●] dated [●] and signed the LoA on [●], requiring the RESCO to execute Service Level Agreement with the Rooftop Owner.
- D. RESCO: As the entity which shall undertake and perform the obligations and exercise the rights of the successful bidder for executing the RTS Project under the LoA for this Agreement.
- E. This agreement is made for Installation, Operation and Maintenance of Rooftop Solar Photovoltaic Power implemented/to be implemented by the RESCO on the rooftops of the buildings, including the plant, machinery, ancillary equipment, material, switch-gear, transformers, protection equipment and the like necessary to deliver the electricity generated by it to the Rooftop Owner at the relevant Delivery Points.

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

- a. RESCO shall have full and easy access to the rooftops identified for implementation of Rooftop Solar Photovoltaic Power Project.

- b. All permits, clearances, licenses, consents, authorizations, registrations, waivers, privileges, acknowledgements, concessions or any other authorization required to be obtained by RESCO and from or provided by the concerned authority for the purpose of implementation of the RTS Project and/ or for supply of power generated from the RTS Project to the Rooftop Owner pursuant to this Agreement.
- c. Udaipur Smart City Limited (USCL), having its principal office in Udaipur which coordinated the Request for Proposal (NIT No._____) process for implementation of Rooftop Solar Photovoltaic Power Projects on Buildings identified by Bidder(s) in Udaipur.

1. General Terms & Conditions

- 1.1 The RESCO shall give the Rooftop Owner reasonable written notice before any entry onto the Premise by the Authorized Representative and/or to the person(s) authorized by the Authorized Representative of RESCO. The Rooftop Owner shall make available to the RESCO access to the RTS Project and the Premise for the purposes set forth in this agreement.
- 1.2 The Rooftop Owner shall within 20 (Twenty) days of signing of SLA with the RESCO, handover the roof to the RESCO without any charges for implementation of the RTS Project.
- 1.3 The Agreement shall be entirely based purchase of electricity generated from the RTS Project implemented at the rooftop of the Rooftop Owner at the Percentage Savings in Power Bill determined under the RFP Process.
- 1.4 The Rooftop Owner hereby authorises the RESCO to use the Premise for the purposes of design, supply of material, testing, erection, commissioning, operations and maintenance of the RTS Project. The RESCO undertakes not to use the Premise for any purpose other than as aforesaid.
- 1.5 The RESCO shall not install capacity less than, as allocated by the USCL through Letter of Allocation (LoA).
- 1.6 The RESCO shall be responsible for all the costs and the performance of all tasks required for implementation of the RTS Project on the Premise.
- 1.7 The Rooftop Owner hereby gives its consent to any action taken by the RESCO in applying for any of the applicable Approvals, the RESCO finds necessary or desirable for O&M of the RTS Project, and the Rooftop Owner hereby appoints the RESCO its agent for applying for such Approvals.

- 1.8 Title to the RTS Project installed by the RESCO shall be held by the RESCO during the Term. Upon expiry of the Term or termination of this Agreement, whichever is earlier, for any reason, all of the RTS Project and the improvements (if any) placed by the RESCO on the Premise shall be removed by the RESCO within 180 (One Hundred Eighty) days after the date of termination/ expiry of this Agreement, and the RESCO shall vacate and hand over peaceful possession of the Premise in a condition similar to that existing at the Effective Date, subject to normal wear and tear, to the Rooftop Owner.
- 1.9 The RESCO shall commission the RTS Project within Project Timelines as defined in Section-9 of the RFP) of signing of LoA. The Rooftop Owner shall provide all possible support to the RESCO in timely commissioning of the RTS Project.
- 1.10 The RESCO shall ensure that the Installation/O&M of the RTS Project meets the minimum technical specifications set under the RFP (As per Annexure-22). RESCO(s) 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 work and for entire lifecycle of the project. The RESCO shall 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 SLA. Liquidation, death, bankruptcy etc., shall be the responsibility of the RESCO.
- 1.11 The Rooftop Owner acknowledges and agrees that notwithstanding that the RTS Project are a fixture on the Premise, the Rooftop Owner has no ownership interest in the RTS Project and the RESCO shall be the exclusive owner and operator of the RTS Project.
- 1.12 In case the RESCO is asked by the Rooftop Owner to relocate capacity commissioned on the said rooftop, it shall be compensated by the Rooftop Owner in following manner:
- (a) Cost of dismantling RTS Project at the rate of Rs. 2/Wp for the capacity relocated to the alternate rooftop.
 - (b) Cost of Re-installing of RTS Project at the rate of Rs. 4/Wp for the capacity relocated to the alternate rooftop when made available.
- 1.13 The RESCO shall be solely responsible for O&M of the RTS Project, including without limitation the obligation to promptly make or pay (as determined by the Rooftop Owner) for any repairs to any part or all of the Premise to the extent directly caused by the RESCO, its employees, agents, contractors or subcontractors, and shall, at all times during the Term, maintain the RTS Project in good operating condition.
- 1.14 The RESCO shall bear all risk of loss with respect to the RTS Project and shall have full responsibility for its O&M in compliance with all the applicable Laws and Approvals. The RESCO shall coordinate in advance all such repair and maintenance work with the Owner of the building comprising the Premise or his/her designee so as not to restrict

parking access or interfere with scheduled activities on the building comprising the Premise.

- 1.15 Notwithstanding the RTS Project's presence as a fixture on the Premise, the Rooftop Owner shall not cause or permit any interference with the isolation of, and access to sunlight of, the RTS Project as such access exists as on the Effective Date.
- 1.16 The RESCO acknowledges and agrees that, notwithstanding that the RTS Project are a fixture on the Premise, the RESCO shall have no right, title or interest in the Premise except as that of a Project Developer as per the terms set out in this Agreement.
- 1.17 The RESCO shall be responsible for metering and grid connectivity of the RTS Project with the Distribution Utility's network on behalf of the Rooftop Owner.
- 1.18 The RESCO shall, on behalf of the Rooftop Owner, be responsible for all the agreements/contracts entered into by the Rooftop Owner with the Distribution Utility in pursuant to the RTS Project.
- 1.19 All the clauses set out under such agreements/contracts shall be passed on to the RESCO, which shall be responsible for undertaking said activities and liable for any penalty/liability(s), etc. as levied to the Rooftop Owner in pursuant to the RTS Project.
- 1.20 RESCO shall bear the entire cost of metering arrangement provided including its accessories. Any applicable charges towards installation of RTS Projects shall be paid to the Distribution Utility or any other agency by RESCO(s). The installation of meters including Current Transformer (CT) and Potential Transformer (PT), wherever applicable, shall be carried out by RESCO(s) as per the procedures in vogue of the Distribution Utility with its permission
- 1.21 RESCO(s) shall coordinate with Rooftop Owner as per the requirement for Joint Metering Reading (JMR). The representative of RESCO(s) shall take JMR in presence of Rooftop Owner on a monthly basis. RESCO(s) shall furnish generation data (JMR) each month to Rooftop Owner positively within first 7 (Seven) days of the following month. In case, the Rooftop Owner does not verify the JMR within Seven Days, the JMR submitted by the RESCO shall be treated as final for invoicing purpose.
- 1.22 The RESCO shall furnish generation data in form of Monthly Project Performance Report each month to Rooftop Owner positively within first 15 (Fifteen) days of every month for the previous month.
- 1.23 All the electricity generated shall be injected to the system of the Rooftop Owner. The Rooftop Owner based on its electricity consumption, shall be allowed export electricity (in case of excess) or draw electricity (in case of deficit).

- 1.24 The Rooftop Owner shall pay the Invoice amount within 30 (Thirty) days from the date of invoice. After 30 (Thirty) days, interest at the rate of 8% per annum shall be levied over and above the outstanding Invoice amount.
- 1.25 All taxes including the service tax, value added tax, cess, GST etc., applicable on Sale of Electricity shall be payable by the Rooftop Owner.
- 1.26 The RESCO shall be responsible to obtain all insurance for the RTS Project and O&M at its own cost. The Rooftop Owner or the RESCO shall not terminate this Agreement except as the result of an Event of Default by the other Party.
- 1.27 The Rooftop Owner represents and warrants that Rooftop Owner has lawful title to the Premise and full right to enter into this Agreement.
- 1.28 The RESCO represents and warrants that it has been incorporated by the Successful Bidder solely for the purposes the RTS Project. The RESCO undertakes that it shall not undertake any business other than the RTS Project using the Premise.
- 1.29 Security: The Rooftop Owner shall make arrangement for and take reasonable measures and shall be responsible for security of the RTS Project.
- 1.30 Subject to the RESCO's compliance with all material provisions contained in this Agreement, the Rooftop Owner consents that the RESCO shall have quiet and peaceful possession of the Premise throughout the Term.
- 1.31 The Rooftop Owner shall not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the RTS Project or its function (including activities that may adversely affect the exposure of the RTS Project to sunlight).
- 1.32 Termination: Upon an Event of Default by one Party, the other Party shall have the right, but not the obligation, to terminate this Agreement by a written notice with effect from the date specified in the notice.

If the RESCO(s) is unable to generate electricity for more than 3(Three) months or is intimated by the Rooftop Owner of disruption for 3(Three) months or more, Rooftop Owner shall be allowed to terminate the Service Level Agreement with the RESCO, after giving 30 (Thirty) days of prior intimation.

If the Rooftop Owner is unable to provide the roof for the Re-location of the dismantled plant for more than 12 (Twelve) months, RESCO shall be allowed to terminate the Service Level Agreement with the Rooftop Owner, after giving 30 (Thirty) days of prior intimation.

- 1.33 **Dispute Resolution:** If any dispute of any kind whatsoever arises between Rooftop Owner and RESCO in connection with or arising out of this Agreement including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 (Forty Five) 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, a panel of three, as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.

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:

- (i) Any waiver at any time by either Party of its rights with respect to an event of default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Agreement must be in writing.
- (ii) Rooftop Owner and RESCO shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator.
- (iii) Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Udaipur, Rajasthan.
- (iv) 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.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

The cost of arbitration shall be equally shared between the Rooftop Owner and the RESCO.

2. Force Majeure:

- 2.1 Force Majeure means any event or circumstance or combination of events and circumstances that prevents performance by a Party of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, and not due to fault or negligence of a Party (“Affected Party”) and could not have been prevented, avoided or overcome even if the Affected Party had taken reasonable care or complied with Prudent Utility Practices. Neither Party shall be

responsible or liable for failure to perform its obligations under this Agreement where such failure is due to any Force Majeure Event.

- 2.2 Where the operations of the Affected Party is prevented for a continuous period of 06 (Six) Months, then either Party shall be entitled by written notice to the other Party to terminate this Agreement. Upon receipt of such notice by the Party to which it is issued, the Agreement shall stand terminated with effect from the date specified in such notice provided such date shall not be earlier than 30 (Thirty) days after the date of such receipt.
- 2.3 Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to examine all such records as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.
- 2.4 The terms and provisions of this Agreement shall be binding upon, the Parties and their respective successors and permitted assigns.
- 2.5 This Agreement shall be interpreted and construed in accordance with the laws of the State of Rajasthan, as if executed and to be performed wholly within the State of Rajasthan.
- 2.6 Upon the receipt of a written request from the other Party, each Party shall execute such additional documents (such as Net Metering Inter-connection Agreement), instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither the Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section. Without limiting the foregoing, the Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of all of them will be required. The Rooftop Owner consents to and hereby appoints the RESCO as its attorney in fact for the purpose of recording a memorandum of this Agreement and for liabilities arising out of Agreements with the Distribution Utility.
- 2.7 This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

3. Annexure and Exhibits

- 3.1 All annexure(s) and exhibit(s) referred to in this Agreement and attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Solar Services and the Premise Lease Agreement as of the day and year first above written.

[Rooftop Owner]

[RESCO]

Name: _____

Name: _____

Title: _____

Title: _____

Witness 1

Witness 2

Exhibit 1

Schedule of Property

S. No.	Name and address of the building (Premise)	Approximate Rooftop Area (Premise)
(1)	(2)	(3)

Note: Rooftop Owner does not make any representation regarding the appropriateness or the extent of usable area out of the total Rooftop area mentioned in Column – 3 above.

ANNEXURE 13: FORMAT OF INSTALLATION CERTIFICATE

RST No:			Phone No:
CST No:		M/s _____	Fax No:
TIN No:		Address:	E-mail :

INSTALLATION CERTIFICATE

Date of Installation:

Name of Rooftop Owner _____

Address of Place of Installation: _____

Tel No _____ Mobile No _____

Certified thatkW Rooftop Solar Photovoltaic Power in reference to USCL Letter of Allocation order No _____ Dated _____ has been installed at the place mentioned in good working condition.

The details of material installed are as under:

S. No.	Item	Make and Capacity of each	Quantity	Serial Numbers
1.	SPV Module ofWp each:			
2.	Charge Controller/Invertor			
3.	Invertor/PCU			
4.	Module Stand			
5.	Cable			
6.	Lightning Arrestor			
7.	Surge Protection device			
8.	Other items.....			

Signature of Beneficiary: Signature of representative of RESCO that installed the system
(Name:)

Signature of Firm's authorised Person with seal.

PO/PM, vetting by RREC/REIL/ MNRE/SCIL

Note: RST/CST/TIN no. Should be printed or stamped properly

ANNEXURE 14: PROJECT COMPLETION REPORT

Financial Year:			
Approval No.:			
Installed by Agency:			
Project initiated by:			
Title of the Project		Capacity (kWp)	
Category of the organization/beneficiary		Name of the Contact Person	
Address of the Contact person			
State		District/City	
Mobile		E-mail	
Telephone No. (with STD code)		Website	
Other info			
Electricity Distribution Company Name			
Electricity consumer account no. as per electricity bill			
Bank details of Beneficiary			
Name of A/c holder			
Name of Bank			
Name of Branch and Address			
Bank IFSC Code			
9 Digit MICR code			
Type of Account			
Account No.			
Aadhar Card Number			
Technology Description and System Design/Specification			
(Compliance to BIS/IEC Standards is mandatory)			
Module			
Capacity/Power of each PV module (Wp)	1. Capacity/Power 2.Capacity/Power		1 Nos. 2 Nos.
Cumulative capacity of Module (kWp)			
Solar Cell Technology			
Module efficiency (in percentage)			

Inverters			
Type of Inverter			
Make of Inverter			
Capacity/Power of each PCU/inverters (VA)	Capacity/ Power Nos		
Capacity/Power of PCU/Inverters (KVA)			
Invert efficiency (full load)- in percentage			
Metering Arrangement			
Details of Metering			
Type of Meter			
Make of Meter			
Other Information			
Units of electricity generated by the solar project as per meter (kWh)			
Monitoring Mechanism			
No. of personal to be trained in O&M			
Task and Expected schedule (in months)			
Grid connectivity level			
Grid connectivity level phase		Grid connectivity level voltage	
Costing of Project			
Hardware Cost	Rs.	Total Cost of Installation	Rs.
Means of Finance			
Envisaged Central Financial Assistance from MNRE (if applicable)	Rs.		
Financial Assistance from State (if applicable)	Rs.		
Contribution beneficiaries	Rs.		
Other source(s) of funding	Rs.		

SIGNATURE and SEAL OF BIDDER

ANNEXURE 15: COMMISSIONING CERTIFICATE

Following are certified in reference to USCL, Project order referred above for Design, Supply, Erection, Testing and Commissioning of Rooftop Solar Photovoltaic Power Projects of _____kW installed by the RESCO:

1. A Service Level Agreement as per the format at ANNEXURE 12: SERVICE LEVEL AGREEMENT of RFP has been executed with the beneficiary.
2. The Project has been installed and commissioned in good condition as per technical specification of this RFP.
3. The work has been completed on date_____ with in stipulated period / with a delay of _____ days.
4. Instruction Manual, Guarantee Card and Invoice of system have been provided to beneficiaries.
5. The project has been vetted by RREC/REIL/MNRE/SCIL is attached.

SIGNATURE of PROJECT OFFICER, USCL with SEAL

ANNEXURE 16: YEARLY PROJECT PERFORMANCE REPORT

1. Month and Year
2. Name of the RESCO
3. RFP No.
4. Allocated Capacity
5. Address of the Premise

Month	Generation	Grid outage (hh:mm)	Inverted Down period (hh:mm)	Remark

SIGNATURE and SEAL OF BIDDER

ANNEXURE 17: MONTHLY INVOICE FORMAT

A	Name and Address of RESCO	
B	LoA No.	
C	Date of Invoice (dd/mm/yyyy)	
D	Period of Invoice	From _____ to _____
E	Name and Address of Building	
F	Name of the Building Owner	
G	Capacity of the Project (kW)	
H	Date of Commissioning of Project (dd/mm/yyyy)	
I	Previous Solar Meter Reading date (dd/mm/yyyy)	
J	Previous Solar Meter Reading (kWh)	
K	Net Solar Meter Reading (kWh) (L=K-J)	
L	Current Solar Meter Reading (kWh)	
M	Total Power Bill from AVVNL (Rs.)	
N	Number of Units in highest slabs of Power (KWh)	
O	Energy saved due to Solar (N*K)	
P	Percentage Savings offered under Price Bid (%)	
R	This Month's Charges by RESCO (Rs.) (1-P)*(N*O)	

Charges Payable in words _____

Please arrange to issue a cheque or DD for the above mentioned amount in the favour of “_____” payable at _____ or NEFT transfer to the following Bank Account details of _____ [insert name of RESCO]

Account Name	
Account Number	
Bank Account	
IFSC Code	
MICR Code	
Bank Address	

SIGNATURE and SEAL OF BIDDER

ANNEXURE 18: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations i.e. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. Have controlling partners/ shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of

- another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than 1(One) Bidding a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge consultant for the contract.

SIGNATURE and SEAL OF BIDDER

ANNEXURE 19: GRIEVANCE REDRESSAL PROCESS

The designation and address of the First Appellate Authority is Chief Executive Officer, USCL Udaipur. The designation and address of the Second Appellate Authority is District Collector, Udaipur.

1) Filing an appeal

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the RFP within a period of 10 (Ten) days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bid(s) before the opening of the Financial Bid(s), an appeal related to the matter of Financial Bid(s) may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- 2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 (Thirty) days from the date of the appeal.
- 3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective Bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective Bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the RFP in this behalf within 15 (Fifteen) days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- 4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

5) Form of Appeal

- a. An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

6) Fee for filing appeal

- a. Fee for first appeal shall be Rs. 2,500 (Rupees Two Thousand Five Hundred) and for second appeal shall be Rs.10,000 (Rupees Ten Thousand), which shall be non-refundable
- b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7) Procedure for disposal of appeal

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

SIGNATURE and SEAL OF BIDDER

ANNEXURE 20: ADDITIONAL CONDITIONS

1. Correction of arithmetical errors

Provided that a Price Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its EMD shall be forfeited or its Bid Securing Declaration shall be executed.

SIGNATURE and SEAL OF BIDDER

ANNEXURE 21: AGREEMENT BETWEEN USCL AND RESCO

(On Non judicial stamp paper)

1. An agreement made this _____ day of _____ between _____ (hereinafter called the “RESCO”) which expression shall, where the context so admits, be deemed to include his/ hers successors, executors and administrators, of the one part and the USCL (hereinafter called “the corporation”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.
2. Whereas the RESCO, _____ has agreed with the USCL to take up the work under LoA No. _____ date _____ for work of Design, Supply, Erection, Testing and Commissioning including Operation and Maintenance for 25 (Twenty Five) years of Rooftop Solar Photovoltaic Power Projects on Buildings identified by USCL in Udaipur. All those articles set forth as per RFP issued by USCL at the percentage savings set forth in the said schedule.
3. And whereas the RESCO has deposited as Security Deposit a sum of Rs. _____ as Bank Guarantee No. _____ Dated _____.
4. (i) In consideration of the payment to be made by the Rooftop Owner through at the rates set forth in the SLA hereto appended the RESCO will duly supply the electricity as set forth in SLA and thereof in the manner set forth in the conditions of the RFP.
(ii) The conditions of the RFP enclosed to the RFP No _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
(iii) Letters Nos. _____ received from Bidder and letters Nos. _____ issued by the USCL and appended to this agreement shall also form part of this agreement.
5. We abide by all terms and conditions as per RFP.

In witness where of the parties here to set their hands on the day of 2017.

Signature for and as behalf of USCL

Signature of the RESCO

Date:

Date:

1. Witness:

1. Witness:

2. Witness:

2. Witness:

ANNEXURE 22: TECHNICAL SPECIFICATIONS FOR GRID CONNECTED SPV SYSTEMS

The proposed Projects shall be commissioned as per the technical specifications given below.

1. DEFINITION

- i. A Grid Tied Rooftop Solar Photovoltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls and Protections, interconnect cables and switches. SPV 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 daytime. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., and should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.
- ii. SPV system shall consist of following equipment/components.
 - SPV modules consisting of required number of Crystalline PV modules.
 - Grid interactive PCU with Remote Monitoring System.
 - Mounting structures.
 - Junction Boxes.
 - Earthing and lightening protections.
 - Infra-Red (IR)/ Ultra-Violet (UV) protected Poly-Vinyl Chloride (PVC) Cables, pipes and accessories.

1. SOLAR PHOTOVOLTAIC MODULES

- i. 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 IEC61730 Part-2-requirements for construction and Part 2 – requirements for testing, for safety qualification or equivalent IS.
- ii. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.
- iii. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250Wp and above wattage. Module capacity less than minimum 250Wp shall not be accepted
- iv. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- v. PV modules must be tested and approved by one of the IEC authorized test centers.
- vi. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.

- vii. Bidder shall carefully design and accommodate requisite numbers of the modules to achieve the rated power in his Bid. USCL shall allow only minor changes at the time of execution.
- viii. Other general requirement for the PV modules and subsystems shall be the following:
 - The rated output power of any supplied module shall have tolerance of $\pm 3\%$.
 - 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 02% (Two percent) from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - The modules 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.
 - I-V curves at STC should be provided by Bidder.
- ix. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).
 - i. Name of the manufacturer of the PV module
 - ii. Name of the manufacturer of Solar Cells.
 - iii. Month and year of the manufacture (separate for solar cells and modules)
 - iv. Country of origin (separately for solar cells and module)
 - v. I-V curve for the module Wattage, I_m , V_m and FF for the module
 - vi. Unique Serial No and Model No of the module
 - vii. Date and year of obtaining IEC PV module qualification certificate.
 - viii. Name of the test lab issuing IEC certificate.
 - ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.
 - x. Warranties

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 material
- 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

Performance Warranty:

- i. The predicted electrical degradation of electricity generated not exceeding 20% of the minimum rated power over the 25 (Twenty Five) years period and not more than 10% (Ten percent) after 10 (Ten) years period of the full rated original output.

2. ARRAY STRUCTURE

- i. 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 requirements.
- ii. 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 in Rajasthan. 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 Rooftop Owner. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- iii. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS4759. 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 needs to be provided either by coating or anodization.
- iv. 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
- v. Regarding civil structures, the Bidder(s) need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- vi. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².
- vii. The minimum clearance of the structure from the roof level should be 300 mm.

3. JUNCTION BOX (JB)

- i. The Junction Box (JB) has to be provided in the PV array for termination of Connecting cables. The JB's shall be made of GRP/FRP/Powder Coated Aluminium/cast aluminium alloy with full dust, water and vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input and output termination can be made through suitable cable glands.
- ii. Copper bus bars/terminal blocks housed in the JB's 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 05 (Five) feet height or above for ease of accessibility.

- iii. Each JB shall have High quality Suitable capacity Metal Oxide Varistors (MOVs)/SPDs, suitable Reverse Blocking Diodes. The JB's shall have suitable arrangement monitoring and disconnection for each of the groups.
- iv. 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

4. DC DISTRIBUTION BOARD

- i. DC Distribution panel (DC DPB) to receive the DC output from the array field.
- ii. DC DPBs shall have sheet from enclosure of dust and 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.

5. AC DISTRIBUTION PANEL BOARD

- i. AC Distribution Panel Board (AC 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.
- ii. All switches and the circuit breakers, connectors should conform to IEC60947, part I, II and III/ IS60947 part I, II and III.
- iii. The changeover switches, cabling work should be undertaken by the Bidder(s) as part of the Project.
- iv. 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
- v. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- vi. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- vii. Should conform to Indian Electricity Act and rules (till last amendment).
- viii. 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: $\pm 10\%$
 - Variation in supply frequency: ± 3 Hz

6. PCU/ARRAY SIZE RATIO

- ix. The combined wattage of all inverters should not be less than rated capacity of power plant under STC.
- x. Maximum Power Point Tracker (MPPT) shall be integrated in the PCU/inverter to maximize energy drawn from the array.

7. PCU/ Inverter

- i. 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, an interface between Solar PV array and the Inverter, to the PCU/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	+ 3Hz 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	-0.20.15
No-load losses	Less than 1% of rated power
Inverter efficiency (minimum)	>93% (in case of 10kW or above with in-built galvanic isolation) >97% (in case of 10kW or above without in-built galvanic isolation)
Inverter efficiency (minimum)	>90% (in case of less than 10kW)
THD	<3%
PF	>0.9%

- ii. Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but In case of less than 10 kW single phase inverter can be used.
- iii. PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization and shutdown.
- iv. 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.

- v. Built-in meter and data logger to monitor plant performance through external computer shall be provided. 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.
- vi. The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529specifications.
- vii. The PCU/ inverters should be tested from the MNRE approved test centers /NABL /BIS /IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

8. INTEGRATION OF PV POWER WITH GRID:

- i. 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. 04 (Four) pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

9. DATA ACQUISITION SYSTEM / PLANT MONITORING

- i. Data Acquisition System shall be provided for each of the Project.
- 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. Read out integrated with data logging system (This will be provided for Projects above 50 kW capacity).
- iv. **Temperature:** Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with read out integrated with the data logging system(This will be provided with SPV Power Plants of PV capacity more than50 kW).
- v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
 - AC Voltage.
 - AC Output current.
 - Output Power
 - Power factor.
 - DC Input Voltage.
 - DC Input Current.

- Time Active.
 - Time disabled.
 - Time Idle.
 - Power produced
 - 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. Solar Meter: Digital Energy Meters to log the actual value of energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class/ as per Distribution Utility guidelines.
 - viii. Computerized DC Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately
 - ix. 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. The data of the solar radiation and temperature monitoring system should also be available on Remote Monitoring server (This will be provided with SPV Power Plants of PV capacity more than 50 kW).
 - xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis (This will be provided with SPV Power Plants of PV capacity more than 50 kW).
 - 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 (This will be provided with SPV Power Plants of PV capacity more than 50kW).
 - xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner 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..

10. TRANSFORMER “IF REQUIRED” and METERING:

- i. 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. (If the transformer is required, the cost of the same will be borne by beneficiary and will not be the part of the Project cost).
- ii. The bi-directional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- iii. The Bidder(s) must take approval/NOC from the Concerned Distribution Utility for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to USCL before commissioning of SPV plant.
- iv. Reverse power relay shall be provided by Bidder(s) (if necessary), as per the local Distribution Utility requirement.

11. POWER CONSUMPTION

- i. 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 USCL. Decisions of appropriate authority like Distribution Utility, RERC may be followed.

12. PROTECTIONS

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

a. LIGHTNING PROTECTION

The SPV power plants shall be provided with lightning and over voltage protection. The main aim in this protection shall be to reduce the overvoltage 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 IEC62305 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.

b. SURGE PROTECTION

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

c. **EARTHING PROTECTION**

- Each array structure of the PV yard should be grounded/ earthed properly as per IS: 3043-1987. In addition the lighting arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/USCL as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- 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.

13. 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 SPV 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.

14. CABLES

- i. Cables of appropriate size to be used in the system shall have the following characteristics:
 - Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
 - Temp. Range: -10°C to $+80^{\circ}\text{C}$.
 - Voltage rating 660/1000V
 - Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
 - Flexible
 - 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.
 - 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.
 - The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25years.
 - 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(s). Any change in cabling sizes if desired by the Bidder(s)/approved after citing appropriate reasons. All cable schedules/layout drawings approved prior to installation.

- Multi Strand, Annealed high conductivity copper conductor PVC type 'A' 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.
- 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%. 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 %.

15. CONNECTIVITY

- The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the RERC regulation for Grid connectivity and norms of Distribution Utility and amended from time to time.
 - The maximum permissible capacity for rooftop shall be 1 MW for a single net metering point.
 - Utilities may have voltage levels other than above, Distribution Utility's may be consulted before finalization of the voltage level and specification be made accordingly.
 - For large PV system (Above 50kW) 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 Bidder.

16. TOOLS and TACKLES AND SPARES:

- After completion of installation and commissioning of the power plant, necessary tools and tackles are to be provided free of cost by the RESCO) for maintenance purpose.
- 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 and Maintenance which upon its use shall be replenished.

17. 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 USCL.

18. FIRE EXTINGUISHERS:

- i. The firefighting system for the proposed power plant for fire protection shall be consisting of:
 - Portable fire extinguishers in the control room for fire caused by electrical short circuits Sand buckets in the control room
 - 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.

19. DRAWINGS and MANUALS:

- i. Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical datasheets for each equipment by 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, Bidder(s) shall supply complete design, details and drawings for approval to USCL before progressing with the installation work

20. PLANNING AND DESIGNING:

- i. The Bidder(s) should carry out Shadow Analysis at the site and accordingly design strings and arrays layout considering optimal usage of space, material and labour. The Bidder(s) should submit the array layout drawings along with Shadow Analysis Report to Rooftop Owner for approval.
- ii. USCL 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(s) shall submit preliminary drawing for approval and based on any modification or recommendation, if any. The Bidder(s) submits three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

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

- i. RESCO 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

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

- i. The Solar PV system on the rooftop of the selected Buildings will be installed for meeting the annual energy requirements of PV capacity permissible by Distribution Utility as per regulation issued by RERC.

23. SAFETY MEASURES:

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

ANNEXURE 23: APPLICATION FOR NET METERING AND GRID CONNECTIVITY OF RTS PROJECT

To,

The AEN (O&M)

(Name of Distribution Utility)

Date:

I/We hereby apply for a Solar Energy net-metering connection at the service connection and for

the Solar PV plant of which details are given below:

1	Name of Applicant	
2	Address of Applicant	
3	Service Connection Number/ Account Number	
4	Single Phase/ Three Phase	
5	Sanction Load (kW) / Contract Demand (kVA)	
6	Category (DS/NDS, etc.)	
7	Telephone Number (s)	
8	E-mail ID	
9	Solar PV Plant capacity (kW)	
10	Solar grid Inverter make and type	
11	Solar grid Inverter has automatic isolation protection (Y/N)?	
12	Has a Solar Generation Meter has been installed (Y/N)?	
13	Expected date of commissioning of solar PV system	
14	Details of test certificates of Solar PV plant/Inverter for standards required under the Regulations	

Name:

Signature:

ANNEXURE 24: NET-METERING APPLICATION ACKNOWLEDGMENT

Received an application for a solar energy net-metering connection form,

Name:

Date:

Service Connection Number:

Application Registration No.:

Solar Plant Capacity:

Name of Officer:

Signature:

Designation:

ANNEXURE 25 : NET METERING INTER-CONNECTION AGREEMENT

This Agreement is made and entered into at _____ (location) on this _____ (date) day of _____ (month) of _____ (year) between the Eligible Consumer, by the name of _____ having premises at _____ (address) as first party

AND

Distribution Utility (herein after called as Distribution Utility) and represented by _____ (designation of office) and having its registered office at _____ (address) as second party of the Agreement.

And whereas, the Distribution Utility agrees to provide grid connectivity to the Eligible Consumer for injection of the electricity generated from its RTS Project of capacity ____ kW into the power system of Distribution Utility and as per conditions of this Agreement and RERC (Connectivity and Net Metering for Rooftop and Small Solar Grid Interactive Systems) Regulations, 2015 issued by the Rajasthan Electricity Regulatory Commission.

Both the parties hereby agree to as follows:

1. Eligibility

- 1.1 Eligibility for net-metering has been specified in the relevant order of the Rajasthan Electricity Regulatory Commission. Eligible Consumer has to meet the standards and conditions for being integrated into grid/distribution system

2. Technical and Interconnection Requirements

- 2.1 The Eligible Consumer agrees that its RTS Project and net metering system will conform to the standards and requirements specified in RERC (Connectivity and Net Metering for Rooftop and Small Solar Grid Interactive Systems) Regulations, 2015 and in the following Regulations and codes as amended from time to time.
- a. CEA's (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013
 - b. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006
 - c. RERC Supply Code Regulations 2004.
- 2.2 Eligible Consumer agrees that it has installed or will install, prior to connection of RTS Project to Distribution Utility's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Distribution Utility to have access to and operation of this, if required and for repair and maintenance of the distribution system.

- 2.3 Eligible Consumer agrees that in case of a power outage on Distribution Utility's system, RTS Project will disconnect/isolate automatically and it will not inject power into Utility's distribution system.
- 2.4 All the equipment connected to distribution system shall be compliant with relevant International (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010.
- 2.5 Eligible Consumer agrees that Utility will specify the interface/interconnection point and metering point.
- 2.6 Eligible Consumer and Utility agree to comply with the relevant CEA regulations and RERC (Metering) Regulations, 2007 in respect of operation and maintenance of the RTS Project, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, flicker etc.
- 2.7 Due to Distribution Utility's obligation to maintain a safe and reliable distribution system, Eligible Consumer agrees that if it is determined by the Distribution Utility that
- Eligible Consumer's RTS Project either causes damage to and/or produces adverse effects affecting other consumers or Distribution Utility's assets, Eligible Consumer will have to disconnect RTS Project immediately from the distribution system upon direction from the Distribution Utility and coUSCLt the problem at its own expense prior to a reconnection.
- 2.8 The Eligible Consumer shall be solely responsible for any accident to human being/animals whatsoever (fatal/non-fatal/departamental/non-departamental) that may occur due to back feeding from the RTS Project when the grid supply is off. The Distribution Utility reserves the right to disconnect the Eligible Consumer's RTS Project at any time in the event of such exigencies to prevent accident or damage to man and material.

3. Clearances and Approvals

- 3.1 The Eligible Consumer shall obtain all the necessary approvals and clearances (environmental and grid connection related) before connecting the RTS Project to the distribution system.

4. Access and Disconnection

- 4.1 Distribution Utility shall have access to metering equipment and disconnecting means of the RTS Project, both automatic and manual, at all times.

- 4.2 In emergency or outage situation, where there is no access to the disconnecting means, both automatic and manual, such as a switch or breaker, Distribution Utility may disconnect service to the premises of the Eligible Consumer.

5. Liabilities

- 5.1 Eligible Consumer and Distribution Utility shall indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of RTS Project or Distribution Utility's distribution system.
- 5.2 Distribution Utility and Eligible Consumer shall not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.
- 5.3 Distribution Utility shall not be liable for delivery or realization by Eligible Consumer for any fiscal or other incentive provided by the Central/State Government beyond the scope specified by the Commission in its relevant Order.
- 5.4 The Distribution Utility may consider the quantum of electricity generation from the RTS Project under net metering arrangement towards Renewable Purchase Obligation. (Applicable only in case of Eligible Consumer who is not defined as an Obligated Entity).
- 5.5 The proceeds from CDM benefits shall be retained by the Distribution Utility.

6. Commercial Settlement

- 6.1 All the commercial settlement under this agreement shall follow the Net Metering Regulations, 2015 issued by the RERC.

7. Connection Costs

- 7.1 The Eligible Consumer shall bear all costs related to setting up of RTS Project including metering and interconnection costs. The Eligible Consumer agrees to pay the actual cost of modifications and upgrades to the service line required to connect RTS Project to the grid in case it is required.

8. Termination

- 8.1 The Eligible Consumer can terminate agreement at any time by providing Distribution Utility with 90 (Ninety) days prior notice.

8.2 Distribution Utility has the right to terminate Agreement on 30 (Thirty) days prior written notice, if Eligible Consumer commits breach of any of the term of this Agreement and does not remedy the breach within 30 (Thirty) days of receiving written notice from Distribution Utility of the breach.

8.3 Eligible Consumer shall upon termination of this Agreement, disconnect the RTS Project from Utility's distribution system in a timely manner and to Distribution Utility's satisfaction.

In witness, whereof, Mr. /Ms. _____ for and on behalf of _____ (Eligible Consumer) and Mr. /Ms. _____ for and on behalf of _____

(Distribution Utility) sign this agreement in two originals.

Eligible Consumer

Name

Address

Service Connection No.

Distribution Utility

Name

Designation

Office Address

ANNEXURE 26 : LIST OF BUILDINGS FOR ROOF TOP SOLAR INSTALLATION IN UDAIPUR

List of Buildings with their tentative Roof Top Area is enclosed below: