

## **Invitation for Open Category**

**For**

Design, Supply, Erection, Testing And Commissioning Including Warranty, Comprehensive Operation & Maintenance Of SPV Plant Of Grid Interactive Rooftop Solar Of Various Capacities In The State Of Delhi – Under CAPEX Model (Part-A, Part-B, Part-C, Part-D & Part E) And Under RESCO Model (Part A, Part B, Part C And Part D) in Open Category For 1.2 MW Aggregate Capacity.

**For Residential Sector Only Under MNRE Phase II**

## Invitation for Open Category

MNRE (Ministry of New and Renewable Energy, Government of India) desires to implement grid connected rooftop solar PV projects on the rooftop of residential buildings and Residential Welfare Association/ Group Housing Societies. MNRE has appointed BRPL as the nodal point for disbursement of subsidy under the MNRE Phase II program in its area. BRPL carried out an 8MW bid in the month of February 2020 and reserved 2MW under the Open category. BRPL invites applications from such bidders who qualify the requirement of Open Category and would like to participate in the Open Category.

### Bid Information Sheet

Document Description	<b>Invitation for Open category for Design, Supply, Erection, Testing and Commissioning Including Warranty, Comprehensive Operation &amp; Maintenance Of SPV Plant Of Grid Interactive Rooftop Solar Of Various Capacities In the NCT of Delhi – Under CAPEX Model (Part-A, Part-B, Part-C, Part-D &amp; Part E) and Under RESCO Model (Part A, Part B, Part C And Part D) in Open Category For 2 MW Aggregate Capacity under the MNRE Phase II Scheme.</b>
Notification reference number and Date	CMC/BR/20-21/SV/RS/KG/887 dtd 25.12.2020
Start date of submission of document to BRPL (Online and Offline)	25/12/2020 0930Hrs
Last date of submission of document to BRPL	25/02/2021 1730Hrs
Name, Designation, Address of concerned officials	Kumar Gaurav Senior Manager Contracts & Material Department BSES Rajdhani Power Ltd 1st Floor, D Block BSES Bhawan, Nehru Place New Delhi 110019
Address for submission of Hard copy of the documents	Head of Department Contracts & Material Department BSES Rajdhani Power Ltd 1st Floor, C Block BSES Bhawan, Nehru Place New Delhi 110019

Please note the important conditions mentioned below:

- a. Applicants can only approach BRPL with firm capacity (Consumers already identified).
- b. The application will be required in both in the Online as well as Offline medium.
- c. The capacity will be allocated on a first come first serve basis at the sole discretion of the DISCOM.
- d. The first cum first serve will be applicable as per date of issuance of CPBG (which should have been issued after notification of open category) of only valid CPBG.
- e. Only valid CPBG, as confirmed by BRPL's finance team, shall be eligible for further

processing.

- f. Bidders will be expected to provide all the documents at the time of application submission itself. The following documents will be required at the time of submission of the application. Bidders may apply for projects under Open Category along with Net-metering Stage-1 application form. Rest of the documents may be provided separately while applying for net-metering through solarbses.com

S. No	Document
1.	Duly signed Stage 1 Application Form for Net Metering
2.	Signature ID Proof of the consumer
3.	Copy of latest Electricity bill
4.	Proof of CPBG
5.	Proof of Technical Eligibility
6.	Proof of Financial Eligibility
7.	Undertaking cum Declaration
8.	Cover Letter

- g. The DISCOM at its sole discretion may award suitable time to furnish additional documents. Non submission of documents or incomplete application form can be a reason for rejection of application for subsidy project. The bidder will however have the right to reapply provided the window is not closed. In case of any short-comings in the documents submitted by the vendor, his rank in terms of applying for sanction under open category shall be shifted downwards for 'first-come first-serve' determination. The vendor will be considered when all the documentation requirements including submission of CPBG are fulfilled.
- h. The DISCOM is not liable to answer queries to provide reasons for rejection of any application under Open Category.
- i. The vendors can use the following link to upload their documents:  
<https://forms.gle/fQG9Ne6gUj5ZWh2b7>
- j. BRPL takes no responsibility by issues arising due to online uploading of documents.
- k. The offline documents are to be submitted in person at BRPL office in Nehru Place to the C&M Department.
- l. The above window for online as well as offline submission of application form shall open for a month starting from the day of notification of this category
- m. Applications received after the application submission deadline will be rejected.
- n. Vendors can apply for a cumulative sanction for multiple projects. A single CPBG for the cumulative value should be provided with the application. The CPBG must be submitted along with the application form. Delay in submission of the CPBG may result in rejection of application in favor of the next bidder in queue. The CPBG will be calculated at INR 3 Lacs per MW of requested capacity. Vendor will be considered for allocation only after submission of all documents including CPBG. The BG amount can also be mentioned here in line with the tender requirements.
- o. In case more than one application has been submitted for which the CPBG issuance date is the same, preference will be given in the following order:
- I. First preference will be given to bidder as per date of issuance of CPBG (which should have been issued after notification of open category) of only valid CPBG confirmed by BRPL finance team
  - II. In case of multiple applications for same category received from different vendors for same date CPBG issuance, the capacity left for the said category shall

be divided amongst them in proportion of the capacity applied for. Provided, the applicant is found otherwise eligible for the open category and the capacity applied for.

- p. BRPL reserves the rights to reject any application at its sole discretion.
- q. Vendors are advised to review RfS Number: IPGCL/ RfS/ CAPEX-RESCO/ 09/ 2020. Vendors will have to comply with all the terms and conditions mentioned in the RfS (RfS No: IPGCL/RfS/CAPEX-RESCO/09/2020).
- r. The applicants will be issued an LoA on successful allocation of capacity
- s. CPBG of the Unsuccessful applicants will be returned within 30 days from closing of the application window
- t. The applicant is required to furnish proof of financial eligibility as well as technical eligibility as per criteria mentioned in Section 2. The applicant will be required to submit audit report along with a certificate from the Auditor stating Turnover and Net worth (as per the formula given in Section 2) for the financial year ending 2019.
- u. The applicant is required to submit DIPP / MSE certificate, if applicable.
- v. CPBG can be submitted in form of a Demand Draft or a Bank Guarantee. The details of the same is given below:

<b>Mode</b>	<b>Details</b>
DD	In Favor of BSES Rajdhani Power Ltd.
Bank Guarantee	In Favor of "BSES Rajdhani Power Ltd"

## Terms and Conditions

### 1. SCOPE OF WORK:

The vendors who have identification of buildings, Obtained No Objection Certificate (NOC) from BRPL for grid connectivity are eligible to apply for sanction of capacity from the BRPL under MNRE Phase II Scheme.

The scope of work covers Design, Supply, Installation, Commissioning, Synchronization of Grid Connected Solar Rooftop System including Maintenance and Operation for a period of 5 years under CAPEX model and 25 years under RESCO model as per technical specification and standards defined in the Tender or by MNRE/ DISCOM/ CEA/ CEIG and any other applicable laws including but not limited to regulations notified by Delhi Electricity Regulatory Authority.

Vendors can apply under the following categories:

Category	Subsidy Structure
Capex Part A (1kW-3kW)	Subsidy @40% of Project Cost L1 Project Cost: INR 37,000 per kW Subsidy Amount: INR 14,800 per kW
Capex Part B (3kW-10kW)	Subsidy 40% up to 3kW plus 20% for RTS system above 3kW and up to 10 kW L1 Project Cost: INR 37,000 per kW Subsidy Amount: As applicable
Capex C (10 kW-100 kW)	40% up to 3kW plus 20% for RTS system above 3kW and up to 10 kW (for individual consumer. (CFA limited up to 10kWp capacity of the RTS Plant) 20% for GHS and RWA L1 Project Cost: INR 37,790per kW Subsidy Amount: As applicable
Capex D (Above 100-500 kW)	40% up to 3kW plus 20% for RTS system above 3kW and up to 10 kW (for individual consumer. (CFA limited up to 10kWp capacity of the RTS Plant) 20% for GHS and RWA L1 Project Cost: INR 33,931 Subsidy Amount: As applicable
Capex E (1-3 kW) Elevated	Subsidy @40% of Project Cost L1 Project Cost: INR 37,000 per kW plus INR 1100 for additional structure (per m per kW) Subsidy Amount: INR 14,800 per kW + As applicable for Structure
RESCO A (Above 25-100kW)	Tariff: INR 3.09 per kWh Subsidy Calculated at cost discovered in CAPEX C

RESCO B (Above 100-500kW)	Tariff: INR 3.41 per kWh Subsidy Calculated at cost discovered in CAPEX D
RESCO C (Above 25-100kW) Elevated	Tariff: INR 3.99 per kWh Subsidy Calculated at cost discovered in CAPEX C
RESCO D (Above 100-500kW) Elevated	Tariff: INR 3.91 per kWh Subsidy Calculated at cost discovered in CAPEX D

The open category capacity is available to such eligible vendors, who are willing to take up such works at L1 Project cost in CAPEX Part A, B, C, D, E and RESCO Part A, B, C and D

The total capacity under the Open category is envisaged to 1.2MW for Residential Consumer including Individual Consumer, RWAs and CGHS societies. BRPL at its sole discretion may increase or decrease the capacity.

## **2. ELIGIBILITY CRITERIA**

**For CAPEX Part A (1kW-3kW), Part B (3-10kW) and Part E (1kW-3kW)**

### **2.1 General Eligibility Criteria**

Bidder Should have a valid PAN & GST registration certificate

### **2.2 Technical Eligibility Criteria**

Bidders should have designed, supplied, installed & Commissioned at Grid Connected Solar PV Power Projects having aggregate capacity not less than 20kW prior to Bid Submission date of 25.12.2020. Vendor must submit scanned copy of the Commissioning certificate and Work order/Contract/Agreement/ from the Client/ Owner.

**Technical Eligibility Criteria not applicable for vendors registered with DIPP/ MSEs under Renewable Energy sector**

### **2.3 Financial Eligibility Criteria**

Bidders should have an Annual Turnover or Net worth as indicated below:

The Annual turnover of Rupees 2.0 Crore per MW of the capacity offered in its Bid in any one of the last 3 financial years ending 31.03.2019 subject to the condition that the Bidder should at least have completed one financial year.

OR

Net worth equals to or greater than the value calculated at rate of Rs.1.5 Crore per MW of capacity offered by the Bidder in its Bid. The Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net- worth calculation in case of listed companies in India only.

**Financial Eligibility Criteria not applicable for vendors registered with DIPP / MSEs under**

## **Renewable Energy**

**For CAPEX Part C (10-100kW), Part D (100-500kW) and RESCO Part A (25-100kW), RESCO Part B (100-500kW), RESCO Part C (25-100kW) Elevated and RESCO Part D (100-500kW) Elevated**

### **2.4 General Eligibility Criteria**

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

OR

Limited Liability partnership OR Partnership Firm OR Solar Proprietor

AND

Bidder should have a valid PAN & GST registration certificate

### **2.5 Technical Eligibility Criteria**

Bidders should have designed, supplied, installed & Commissioned at Grid Connected Solar PV Power Projects having aggregate capacity not less than 50kW which should have been commissioned prior to Bid Submission date. Vendor must submit scanned copy of the Commissioning certificate and Work order/ Contract/ Agreement/from the Client/ Owner shall be submitted.

### **2.6 Financial Eligibility Criteria**

The Bidders should have The Bidder should have an Annual Turnover or Net worth as indicated below:

The Annual turnover of Rupees 2.0 Crore per MW of the capacity offered in its Bid in any one of the last 3 financial years ending 31.03.2019 subject to the condition that the Bidder should at least have completed one financial year.

OR

Net worth equals to or greater than the value calculated at rate of Rs.1.5 Crore per MW of capacity offered by the Bidder in its Bid. The Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net- worth calculation in case of listed companies in India only.

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

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

## **General Conditions of the contract (GCC)**

### **3.1. SCOPE OF WORK**

3.1.1 To be carried out on 'Turn Key Basis' which includes identification of beneficiary of the residential category, survey of the site for its feasibility considering the shadow free space, sanctioned load of the beneficiary by the DISCOM, design, supply of grid connected solar photovoltaic system with all other accessories, equipment and protection devices, installation, testing, commissioning and maintenance services including cleaning of solar PV modules at least twice in a month for 5 years for Capex Model and 25 years for RESCO model, with free replacement warranty on spare parts against manufacturing defects for five years.

3.1.2 Identification and Survey of prospective beneficiaries and registration of the SPV project with BRPL

3.1.3 Obtaining No objection certificate/ net metering connectivity agreements from concerned DISCOM for grid connectivity. The Net Meter must be in accordance with the net metering regulations announced by the DISCOM in its latest net metering regulations including Future Amendments if any.

3.1.4 The work covers Design, supply, installation, commissioning and comprehensive maintenance for Five (5) years for Capex Model and Twenty-Five (25) years for RESCO model.

3.1.5 The termination of solar plant near to the location of existing meter shall be in the scope of the Empanelled Agency, however, installation of meter shall be carried out by DISCOM. Installation of Remote Monitoring hardware / facility with necessary dongle etc. which will be able to communicate to DISCOM server. The cost of the data pack and internet connectivity shall be the responsibility of the Vendor for the comprehensive AMC period of 5 years. The Bidder shall provide rights to DISCOM to access the performance data of the inverter by sharing the user id and the Password, as and when required, for DISCOM to monitor the performance any time. The system should have feature of open API for inbuilt or external data loggers for all plants.

3.1.6 Design, supply, civil work, erection, testing and commissioning of SPV grid connected Power Plant as per schedule.

3.1.7 The selected bidders shall follow the quality control orders and standards for all components of RTS system and its installation procedure, if any, issued by MNRE from time to time.

3.1.8 Establishing at least one no. of "After Sales Service Centre" in each allotted circle/ District / Area of Coverage of DISCOM to the empanelled agency to cater the maintenance needs of beneficiaries. In case if it is not economically viable for an individual vendor then Group of vendors can establish service Centre in each District. Their contact details will be made available on the website.

Note:

Net Meter/Bi-directional meter, supply after its testing and installation shall be done by concerned DISCOM. Empanelled agency are only required for co-ordination for installation of the meter.

### **3.2. PROJECT COST**



3.2.1 The Project cost shall include all the costs related to above Scope of Work except the cost of the net meter. Bidder shall quote for the entire facilities on a "single responsibility" basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance including cleaning of solar PV modules at least twice in a month (for a period of 5 years for Capex model and 25 years for RESCO Model, goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

3.2.1 The Project cost quoted for CAPEX is on lump sum turnkey basis and the bidder is responsible for the total Scope of work described at Clause 1 above.

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

3.2.3 The Project cost shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable by roof top owner.

3.2.4 The Operation & Maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 5 years.

3.2.5 The Project cost shall be specified in sanction letter for each project category. The project cost shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted and incorporated into the sanction letter.

### **3.3. INSURANCE**

3.3.1 The Vendor shall be responsible and take an Insurance Policy for transit-cum- storage-cum-erection for all the materials to cover all risks and liabilities for supply and storage of materials at site, erection, testing and commissioning.

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

3.3.3 The vendor shall also take appropriate insurance during O&M period.

3.4 The Insurance covers as mentioned in clause no. 3.3.1, 3.3.2 &3.3.3 are mandatory and in case of any violation of not taking Insurance Cover may result in imposition of Penalty. Penalty shall be deducted from the Vendors claim for subsidy as under and the subsidy, in such cases shall be released only on submission of Indemnity Bond:

1. INR 5,000 per site for plants having capacity >1-10 kWp
2. INR 10,000 per site for plants having capacity >10-100 kWp

3. INR 20,000 per site for plants having capacity > 100 kWp

The provision of penalty for not taking insurance is one time only, on repetition of the same, the sanctioned of the particular site will be cancelled

### **3.4 WARRANTIES AND GUARANTEES**

The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 5 years (For Capex) and 25 years (for RESCO) from the date of commissioning. The successful bidder has to transfer all the Guarantees/ Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and DISCOM will not be responsible in any way for any claims whatsoever on account of the above. The RESCO players shall ensure warranty of material and workmanship for 25 years.

### **3.5 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP**

3.5.1 The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ BIS as detailed in the Part - VII (Technical specifications) of the bid document (RfS No: IPGCL/RfS/CAPEX-RESCO/09/2020). Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

3.5.2 The specifications of the components should meet the technical specifications mentioned in Part –VII(of RfS No: IPGCL/RfS/CAPEX-RESCO/09/2020).

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

### **3.6 OPERATION & MAINTENANCE (O&M) GUIDELINES TO BE MANDATORILY FOLLOWED BY BIDDERS**

3.6.1 The bidder shall be responsible for all the required activities for successful operation and maintenance of the Rooftop Solar PV system for a period of 5 years for projects under Capex Parts and for a period of 25 years under RESCO Parts from the date of commissioning of the plant.

3.6.2 For all system sizes, below mentioned guidelines, shall be followed as per RfS No: IPGCL/RfS/ CAPEX-RESCO/ 09/ 2020

3.6.3 O&M of Solar Power Plant shall be compliant with grid requirements to achieve committed energy generation.

3.6.4 Ensure availability of qualified and experienced engineer/ technicians during the 5 years of O&M period at project site under Capex model and 25 years under Resco Model.

3.6.5 Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. This shall be supported by providing geo-tagged photographs of the site before and after cleaning of the modules. It's the responsibility of the bidder to get the modules cleaned during O&M Period. Roof Top Owner is responsible for such obligation of bidder so as to achieve guaranteed CUF/PR.

3.6.6 Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and breakdown maintenance.

3.6.7 Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required. Any change in the plant post net-metering shall be intimated by the bidder to BRPL.

3.6.8 Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated Equipment and materials as per manufacturer's/ supplier's recommendations.

3.6.8 All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the Bidder. The testing equipment must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.

3.6.9 If negligence/ mal operation on part of the Bidder's operator results in failure of equipment, such equipment should be repaired/ replaced by the Bidder free of cost.

3.6.10 Co-ordination with Owner / DISCOM / CEIG as per the requirement for Joint Metering Report (JMR). The person in charge present at site from bidder's side shall take a joint meter reading in the presence of rooftop owner on a monthly basis.

3.6.11 Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator 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.

3.6.12 An agreement will be signed between the beneficiary and Bidder for any kind of harm/incident at site, there will be no liability of DISCOM. It will be settled between the beneficiary and bidder itself.

3.6.13 If any jobs covered in O&M Scope as per RFS are not carried out by the contractor/Bidders during the O&M period, the Engineer-In-Charge shall take appropriate action as deemed fit. DISCOM reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the Bidder. Failure to adhere to above guidelines will result in penal action including debarring from participation in next tender

### **3.7 METERING AND GRID CONNECTIVITY**

Metering and grid connectivity of the RTS PV system under this scheme would be the responsibility of DISCOM. Solar Meter and Net Meter/ Bi-Directional Meter (Smart Meter) shall be supplied and installed by respective DISCOM and necessary charges shall be paid by the beneficiary as per DERC (Net Metering for Renewable Energy) Regulations, 2014.

### **3.8 PLANT PERFORMANCE EVALUATION**

The successful bidder shall be required to meet minimum guaranteed generation with

Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of applicable CFA. Minimum Annual generation guarantee of 1100 units per kWp per year should be maintained after considering the degradation of solar PV modules for a period of 5 years after considering the degradation of modules for fulfilling one of the conditions for release of PBG. The PR will be measured at Inverter output level during peak radiation conditions.

### **3.9 PLANT COMPLETION REPORT (PCR)**

The bidder shall submit the Project Completion Report after commissioning of the project as per the Scope of RFS to DISCOM as per the Format given in RfS No: IPGCL/RfS/CAPEX-RESCO/09/2020.

### **3.10 PROJECT INSPECTION**

The project progress will be monitored by the DISCOM and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from DISCOM or any agency/ experts designated / authorized by DISCOM from time to time. DISCOM shall depute a technical person(s) from its list of empanelled experts/ agencies updated from time to time for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufacturer's facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required. The cost of Inspection shall be borne by Vendor only. The projects shall be inspected by DISCOM officials or any other agencies/bodies to be notified by DISCOM on time to time. The Implementing agency may inspect the ongoing installation or installed plants. In case the systems are not as per standards, non-functional on account of poor quality of installation, or non-compliance of AMC, the implementing agency reserves the right to blacklist the vendor. Blacklisting may inter-alia include the following: -

- a. The Vendor/Firm will not be eligible to participate in tenders for Government supported projects.
- b. In case, the concerned Director(s) of the firm/company joins another existing or starts/ joins a new firm/company, the company will automatically be blacklisted.

### **3.11 CANCELLATION OF SUBSIDY**

DISCOM will not release the subsidy for any shortcomings in commissioning as per technical specifications mentioned or for performance ratio (PR) below the specified limit (75%) after commissioning. Also, PBG shall be forfeited in case specific generations falls below 1100 units per kW per year during entire O&M period of 5 years from the date of commissioning after considering the degradation of Solar PV modules. The DISCOM can deduct any pending payments from the PBG or the Subsidy.

### **3.12 APPLICABLE LAW**

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

### **3.13 SETTLEMENT OF DISPUTE**

3.13.1 All disputes and differences arising out of or under the contract including, however, without prejudice to the generality of the aforesaid, any question regarding the existence, validity or termination, in respect thereof, the parties at the first instance shall endeavor to resolve such dispute or differences amicably by mutual consultation.

3.13.2 If the parties fail to resolve, the disputes or differences amicably by mutual consent, within 45 days of its arising, the disputes or differences shall be referred to arbitration either party may refer the disputes or differences to arbitration as provided hereinafter, by giving notice in writing to the other party of its intention to refer the disputes or differences to arbitration and such arbitration proceedings shall commence with the receipt of the aforesaid notice by the other party. Any dispute in respect of which a notice of intention to refer the same to arbitration has been given in terms of sub clause 3.13.1, shall be finally settled by arbitration.

3.13.3 For all grievances and disputes arising between vendor and consumer, in the first instance shall be endeavored to be settled amicably. The parties shall approach DISCOM as a last mile resort only after collating proof of relevant documents pertaining to communications regarding settlement amongst the parties.

#### **3.13.4 IN ALL CASES**

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

3.13.4.1.1 The DISCOM and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty (20) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator who shall be the EO, EEREM

3.13.4.1.2 If one party fails to appoint its arbitrator within thirty-two (32) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

3.13.4.1.3 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in **Clause 3.12** (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.

3.13.4.1.4 The venue of arbitration shall be New Delhi. The provisions of Arbitration and Conciliation Act, 1996/ 2004, as amended from time to time shall govern the Arbitration proceedings conducted in respect of the disputes and the differences arising out of or under the contract, except to the extent, otherwise agreed herein by the parties.

3.13.4.1.5 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

3.13.4.1.6 The arbitrator(s) shall give reasoned award.

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

3.13.4.3 Cost of arbitration shall be equally shared between the Empanelled Vendor or Contractor and the respective DISCOM.

### **3.14 FORCE MAJEURE**

3.14.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

3.14.1.1 war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war,

3.14.1.2 rebellion, revolution, insurrection, mutiny, usurpation of government, riot and civil commotion,

3.14.1.3 earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,

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

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

3.14.4 In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, DISCOM has the right to terminate the contract in which case, the PBG shall be refunded to him.

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

### **3.15 LANGUAGE**

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

### **3.16 OTHER CONDITIONS**

3.16.1 The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of DISCOM in writing.

3.16.2 The Successful bidder or its subcontractors shall not display the photographs of the work

and not take advantage through publicity of the work without written permission of DISCOM and owner of the Rooftop.

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

3.16.4 DISCOM will not be bound by any Power of Attorney granted/ issued by the Successful bidder 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 DISCOM after obtaining proper legal advice, the cost of which will be chargeable to the Successful bidder concerned.

### **3.17 SUCCESSORS AND ASSIGNEES**

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

### **3.18 SEVERABILITY**

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

### **3.19 COUNTER PARTS**

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

### **3.20 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES**

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

### **3.21 CORRESPONDENCE**

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

	<b>Technical</b>	<b>Commercial</b>
<b>Contact Person</b>	Mr. Abhishek Ranjan(HOD-Renewable)	Mr. Robin Sebastian (Head Procurement)
<b>Address</b>	BSES Rajdhani Power Ltd , 2 <sup>nd</sup> Floor, C Block, BSES Bhawan, Nehru Place, New Delhi 110019	BSES Rajdhani Power Ltd , 1 <sup>st</sup> Floor, D Block, BSES Bhawan, Nehru Place, New Delhi 110019
<b>Email</b>	<a href="mailto:Abhishek.r.ranjan@relianceada.com">Abhishek.r.ranjan@relianceada.com</a> Naveen.nagpal@relianceada.com	<a href="mailto:robin.sebastian@relianceada.com">robin.sebastian@relianceada.com</a> <a href="mailto:pankaj.goyal@relianceada.com">pankaj.goyal@relianceada.com</a> <a href="mailto:kumar.ga.gaurav@relianceada.com">kumar.ga.gaurav@relianceada.com</a>

### **3.22 ROLE AND RESPONSIBILITY**

DISCOM shall empanel the successful vendors and issue LOA. The vendor will be solely responsible for plant performance and maintenance and any liability arising on this account shall lie solely with the vendor, provided the beneficiary has given proper access and facilitation to the vendor for regular O&M and there has not been alteration in solar irradiance due to alteration in building or its surrounding over which the vendor has no control.

**DOCUMENTS REQUIRE FOR ISSUANCE OF SANCTION OF SOLAR PV PROJECTS:**

**S.NO. DOCUMENTS**

- 1 Covering letter on Letter head
- 2 Copy of EPC Agreement/ PPA duly notarized
- 3 Stage-1 approval (NOC) from DISCOM
- 4 Copy of Electricity bill
- 5 Coloured Site Photos with Date and Time stamping (before solar plant installation)
- 6 Project Report as per Annexure – D of RfS
- 7 Solar PV Module Specs Sheet (DATA Sheet)
- 8 Solar PV Module IEC/ IS Certificates
- 9 Inverter Specs Sheet (Data Sheet)
- 10 Inverter IEC/ IS Certificates

Note: The vendor first time applying for the sanction of projects in BRPL will have to register as a vendor in BRPL system.



**{To be executed of Rs. 100/- non judicial stamp paper}**

**UNDERTAKING CUM DECLARATION**

**by Vendor for Open Category under RFS no.....**

To,

BSES Rajdhani Power Limited

BSES Bhawan, Nehru Place,

Delhi

Sub: **TERM AND CONDITIONS OF ALLOCATION OF CAPACITY FOR OPEN CATEGORY.**

Ref:

Name of Vendor:.....

GST No:.....

PAN No:.....

I, \_\_\_\_\_, authorized signatory of  
M/s \_\_\_\_\_ (hereinafter referred to as "vendor"), having its  
address as \_\_\_\_\_, do hereby affirm  
and state that

1. I understand that BRPL purely to facilitate its consumers and under the terms of RFS....., has notified the OPEN CATEGORY "scheme" whereby BRPL is giving the platform to vendors to get the allocation of capacity for the firm projects for installation of rooftop solar under MNRE Phase-2 scheme.
2. That I do hereby confirm and declare that I/vendor, understanding the terms for the Open Category, out of my own accord and under no compulsion/influence have agreed to participate in the said open category, understanding the fact that capacity allocation shall be provided on first-come first-serve basis at the sole discretion of BRPL.
3. It is also understood that BRPL reserves the rights to reject any application under this open category at its sole discretion, without assigning any reason whatsoever and the decision of BRPL in this regard shall be final and binding on me.

4. I have read and understood, beyond doubt, the methodology for determination of first-come first-serve basis stated below:
  - (i) The Google forms shall be used to capture the data from prospective open category applicant bidders.
  - (ii) Amongst other data points, the Google form shall capture the CBPG issuance date as well.
  - (iii) The applicants will also be required to share with BRPL scanned copy of CPBG, whose date they shall write on google forms.
  - (iv) Only valid CPBG , as confirmed by Finance team, shall be eligible for further processing.
  - (v) The first cum first serve will be applicable as per date of issuance of CPBG (which should have been issued after notification of open category) of only valid CPBG.
  - (vi) In case of multiple applications for same category received from different vendors for same date CPBG issuance, the capacity left for the said category to be divided amongst them in proportion of the capacity applied for. Provided, the applicant is found otherwise eligible for the open category and the capacity applied for.
5. That I do hereby agree and confirm that I shall abide all the terms associated with open category as stated above and notified to me time to time. I shall promptly submit all forms/documents as required by BRPL time to time in relation to this open category.
6. I do hereby agree and confirm that I shall not dispute the allocation of category to any vendor or the rejection/limitation of allotment of category to me/vendor and shall keep BRPL, its officers, employees, directors indemnified from all losses, claims, liabilities, penalties including third party claim/law suits associated with allocation/rejection of my application or the execution/performance of task allocated by me/vendor.
7. I do hereby undertake that I shall abide the terms of this undertaking and all the terms of RFS.
8. I do hereby confirm and undertake that I am duly authorized by the vendor and I am competent to execute/submit this undertaking before BRPL.

Name of Authorized Signatory:

Sign:

Address:

Date:

## **Cover Letter**

*(On the letterhead of the vendor)*

Ref. No. \_\_\_\_\_ [Open category RfS Number]

From: Name of the bidder

Address: Address of the bidder

Date:

Phone:

Email Address:

To,

Concerned Person [DISCOM],  
Name and Address of the DISCOM

Sub: Request for participation in the Open Category for Supply, Installation & Commissioning of 1 kWp to 500 kWp Grid Connected Rooftop Solar Plant at various locations in the Union Territory of Delhi

Dear Sir,

1. We the undersigned \_\_\_\_\_ [insert the name of the vendor] having read, examined and understood in detail the RfS, amendment and clarifications for implementation of Grid Connected Rooftop Solar PV System scheme hereby our request for allocation of capacity under subsidy scheme against identified projects.
2. We accept that we have reviewed and understood both Invitation to Open Category Notice as well as RfS No: IPGCL/ RfS/ CAPEX-RESCO/ 09/ 2020 and give our unconditional acceptance to terms and conditions mentioned in both documents.
3. We give our unconditional acceptance to the RfS, its amendments and all clarifications issued by the tendering agency as well as the DISCOM
4. We hereby unconditionally and irrevocably agree and accept that the decisions made by the DISCOM in respect of any matter regarding or arising out of the RfS shall be binding on us.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to implement the project.
6. We confirm that we have not been blacklisted by any Government Department/ Undertaking/ Delhi DISCOM for any work.
7. We have received a total capacity of \_\_\_kW under tender capacities of IPGCL/RfS/CAPEX-RESCO/09/2020
8. We have applied for a total of \_\_\_kW under the Open categories of the three Delhi DISCOMs including the current capacity for which sanction is sought.
9. The Technical and Financial Eligibility Criteria including details of General Eligibility including but not limited to GST number, PAN number, Audited Financial statement, CA Certificate and Work orders and Commissioning certificates are attached for evaluation (If Applicable).

The following is/are the existing project(s) for which we seek allocation under the Open Category.

S.No.	Consumer application Number	Capacity	Tender Category	Project cost

10. Contact Person

Detail of the concerned person

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Address: \_\_\_\_\_

Number: \_\_\_\_\_

Email: \_\_\_\_\_

11. We are enclosing the sanction request letter along with other relevant document for approval of sanction under Open Category.

Name,  
Designation,  
Sign and Stamp

## FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

{To be submitted for the Allocated capacity in different CATEGORIES for CAPEX/ RESCO separately}

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

In consideration of the.....[name of bidder] (hereinafter referred to as 'Bidder') submitting the response to Open category notification inter alia for selection of the project of the capacity of.....kW[enter the capacity] in response to the Open category notification reference number.....dated..... by BSES Rajdhani Power Ltd (hereinafter referred to as BRPL and BRPL considering such response to the Open category of .....[insert the name of the bidder] as per the terms and conditions of the RfS, the.....[insert the name of the bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to BRPL at [Insert the name and place of BRPL] forthwith on exceeding Rupees.....[insert amount not less than that derived on the basis of INR 3 Lacs per MW of cumulative capacity proposed] only, on behalf of M/s.....[insert name of the bidder]

Further, \_\_\_\_\_ [insert name & address of bank] hereby agrees that any claim due and arising under this guarantee shall enforceable against our Bank branch \_\_\_\_\_ [insert name & address of bank in Delhi/ NCR] and they shall honour such demand in any case not late then next working day.

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 or by any other reasons whatsoever and our liability hereundershall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs.....

Our Guarantee shall remain in force until.....DISCOM (Name of the DISCOM) shall be entitled to invoke this Guarantee till ....

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the selected bidder]. The Guarantor Bank shall not require DISCOM (Name of the DISCOM) to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against DISCOM (Name of the DISCOM) in respect of any payment made hereunder

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly DISCOM (Name of the DISCOM) shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company, to make any claim against or any demand on the Successful bidder or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by DISCOM (Name of the DISCOM) or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees Only) and it shall remain in force until .....[Insert date which is 90 days after the date in the preceding sentence]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if DISCOM (Name of the DISCOM) serves upon us a written claim or demand. We undertake to extend the period of this guarantee and confirm to you in writing the extension of time on DISCOM's (Name of the DISCOM) request, till such time as may be requested.

As per the RBI Guideline, if required, correspondence for confirmation of this Bank Guarantee shall be made on following address: (Address & Official Email ID of the

Supervising Branch/ Office of the BG issuing Branch with name & designation of the officer concerned)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

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

Dated this \_\_\_\_ day of \_\_\_\_, 2020

Witness:

1. .... Signature

Name and Address