



# राजस्थान इलेक्ट्रॉनिक्स एण्ड इन्स्ट्रुमेन्ट्स लिमिटेड

## Rajasthan Electronics And Instruments Limited

(An ISO 9001 : 2015 & 14001 : 2015 "Mini Ratna" Central Public Sector Enterprise)

Ref. No.- REIL/RTS/50MW RESCO(Sikkim)/2019-20/ 7775

Date : 11.03.2020

M/s. Broil Solar Energy Pvt. Ltd.,  
11<sup>th</sup> Floor, Bascon Futura IT Park,  
10/2, Venkat Narayan Road, T Nagar,  
Chennai, Tamil Nadu-600017

**Subject:** Notification of Award (NOA) for Implementation of 560 KWp Grid Connected Roof Top and Small Solar Power Plants Programme for Government buildings pertaining to different ministries in the state of Sikkim under RESCO Model.

Dear Sir,

With reference to above, M/s. Rajasthan Electronics & Instruments Limited (herein after referred to as 'REIL' on behalf of) is pleased to place NOA on M/s. Broil Solar Energy Pvt. Ltd. (herein after referred to as 'Developer') for subject work as per all the terms and conditions and provisions of Tender Ref. No. REIL/BID/RTS(C)/2019-20/001 dated 04.10.2019, for a levelized Tariff of Rs. 5.04 per kWh (Five Rupees and Four paisa only) exclusive of GST for 25 years. The details are given below.

### 1.0 REFERENCE

This has reference to the following:

- 1.1 Our Notice Invitation Tender (NIT) dated 04.10.2019.
- 1.2 Bidding documents for the subject package issued vide our NIT No.- REIL/BID/RTS(C)/2019-20/001 dated 04.10.2019 and tender ID- 2019\_REIL\_508911\_1 .
- 1.3 Amendments to Bidding Document issued vide our Corrigendum No.-1 (Pre-bid reply) dated 24.10.2019, Corrigendum No.-2 dated 02.11.2019 and Date Extension on dated 04.11.2019

### 2.0 AWARD OF CONTRACT AND ITS SCOPE

- 2.1 We confirm having accepted bid of the developer (referred to at para 1.3 above) read in conjunction with all the specifications, terms & conditions of the bidding documents (referred to at Para 1.2 above) , and award on the developer the Contract (also referred to as the " Project " or " Scheme") for performance of all activities, as set forth in the documents, viz. Implementation of 50 MWp Grid Connected Roof Top and Small Solar Power Plants Programme for Government Buildings in different States/ Union Territories of India under RESCO model.

The scope of work inter- alia includes the following:

**"Site Survey, Design , Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning of the Grid Connected Rooftop Solar PV Project including Operation & Maintenance (O & M) of the project for a period of 25 (Twenty Five) years under RESCO Model after Operational Acceptance"**.

The Scope of the Work would essentially cover, but not limited to Site Survey of Identified Roof Tops and Surplus Land / Identification of New Roof Tops and surplus land, Site Visit, Solar Potential Assessment, Finalization of plant capacity, execution of PPA (as per the prescribed format given in the NIT) Design, Engineering, Supply, Storage, Civil work, Erection, Testing, Commissioning, Inter-connections with the grid for net metering as per state Policies, Obtaining No Objection Certificate (NOC) from Distribution Company (DISCOM) for grid connectivity obtaining all statutory approvals, quality control of the grid connected rooftop Solar PV Project including Operation and Maintenance (O & M) of the project for a period of 25 years after commissioning of project.

Any additional modification work of the roof tops in order to implement the system/ project shall be in the scope of Developer. The scope of work under this NOA shall also include all such items which are not specifically mentioned in the Bidding Documents and/ or your bid but are necessary for the successful

Registered Office : 2, Kanakpura Industrial Area, Sirsi Road, JAIPUR-302 012 (Raj.) INDIA

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Fax : +91-141-2470139

E-Mail : reiljp@reiljp.com • Website : www.reiljp.com

GSTIN : 08AABCR1528G1ZL

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completion of the scope under the Contract for the Implementation of 560 kWp Grid Connected Roof Top and Small Solar Power Plants Programme for Government Buildings/Institutions in state of Sikkim under RESCO model unless otherwise specifically excluded in the bidding documents or in this NOA.

2.2 You shall be liable solely and severally for the execution of the Project in accordance with terms and conditions of the bidding documents.

## 3.0 ALLOCATED CAPACITY ALONG WITH PROJECT COST.

3.1 The details of allocated capacity along with levelized tariff as per the following break-up:

State	Capacity (in kWp)	Levelized Tariff Rs./kWh (In INR) excluding GST for 25 years
Sikkim	560	5.04

3.2 The benchmark cost of the project is considered as given in the table below:

S. No.	Category	Bench mark Cost/ kWp (Special Category State/UT)
1	1 kWp – 10 kWp	Rs. 59,000/- per kWp
2	10.1 kWp – 100 kWp	Rs. 53,000/- per kWp
3	100.1 kWp – 500 kWp	Rs. 50,000/- per kWp

## 4.0 PERFORMANCE SECURITY / PERFORMANCE BANK GURANTEE (PBG):

4.1 Within 30 days from the date of issuance of NOA, developer shall furnish the Performance Security for the allocated capacity. PBG shall be submitted State wise for different states.

The formula applicable to calculate the PBG amount will be:

For Sikkim:

PBG amount = (Rs. 13.25 Lakh) X Allocated Capacity in MWp in a State.

4.2 All other conditions laid in Clause 3.13 PERFORMANCE SECURITY / PERFORMANCE BANK GUARANTEE (PBG) of Part-II Instructions to Bidders (ITB).

## 4.3 For MSME Developers

If MSME developer does not submit the performance bank guarantee as per clause 3.13 of Part - II ITB of NIT, it shall be blacklisted from all tenders of REIL or shall have to pay a penalty equivalent of EMD amount with subsequent interest calculated as 1.25 % per month on EMD amount from the date of bid submission.

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## 5.0 SCHEDULES FOR COMPLETION OF PROJECT

The schedules for completion of project shall be 07 (Seven) months from the date of NOA i.e. on or before 10.10.2020. It may be extended with sole discretion of REIL.

## 6.0 INITIAL ALLOCATION OF CAPACITY

The initial 560 KWp of potential is allocated for the state of Sikkim as per Annexure –II of the NIT. Developer is requested to ascertain the buildings/land, feasibility of space including their capacities allocated to them and signing of PPA Agreement in consultation with the owner of the building. In case of any discrepancies in the allocated potential, developer is requested to factor those discrepancies prior to giving acceptance of NOA. The final installation capacity shall be sanctioned by REIL based on submission of Project Sanction Documents to REIL.

The initial allocation of potential shall be indicative and valid for 14 (Fourteen) days only from the date of issuance of NOA. The Developer may submit their consent to REIL during this initial 14 (Fourteen) days for the allocated buildings/land. After 14 (Fourteen) days from NOA, developer has to execute the Project as per the capacity given in the NOA. In case of change in capacity as per the consent/ project sanction documents submitted by the developer final revised capacity shall be accorded by REIL to developer.

## 7.0 SANCTION OF PROJECT

After submission of project sanction documents and PMC Charges by the Developer, REIL will issue the sanction letter (s) for the project (s). PPA is only valid for official purpose after getting the sanction letter (s) of the project (s) from REIL.

## 8.0 PMC CHARGES OF REIL

- 8.1 PMC charges of REIL shall be 5% of the benchmark cost as per clause 3.2 above.
- 8.2 The above charges are exclusive of GST which shall be paid extra as per applicable norms.
- 8.3 PMC Charges of REIL shall be submitted from the successful bidder /Developer at the time of submission of project sanction documents i.e. prior to execution of project.

## 9.0 LIQUIDATED DAMAGES

If the developer fails to commission the project within the schedule completion time then Liquidated Damages on per day basis will be calculated and will be claimed against the Performance Security on a 06 (Six) months period basis. After six (6) Months the Project will get cancelled and the total PBG amount would be forfeited.

### Calculation of LD

#### **Example:**

If a project of 1 MWp is delayed by 36 days then the Liquidated Damages will be levied as given below:

$$\text{Liquidated Damages} = [(\text{Performance Security})/180 \text{ Days}] * \text{delayed days} = \\ (13,25,000/180) * 36 = \text{INR } 2,65,000/-$$

- 10.0 Developer has to follow all the NIT guidelines for Roof top installation including the capacity on roof/land while deciding the final capacity.
- 11.0 This Notification of Award is valid only constitutes formation of the Contract and comes into force with effect from the date of issuance of this NOA.

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12.0 All other terms and conditions including technical specifications and details shall be as per the bidding documents No.-REIL/BID/ RTS(C)/2019-20/001 Dated 04.10.2019 and its amendments.

13.0 The NOA is being issued to you and we request you to return its Xerox copy duly signed and stamp on each page as a token of your acknowledgement within 14 days from the date of its issuance.

Please take the necessary action to commence the work under our intimation.

Yours faithfully

For and on behalf of

Rajasthan Electronics & Instruments Ltd.,

PIYUSH PALIWAL  
EXECUTIVE DIRECTOR (PROJECTS)

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