



New and Renewable Energy Authority
Qualifying Requirements for
Companies that work in the grid-connected PV systems

Preamble

Within the framework of the state interest in energy field including: generation, production, transmission, distribution and consumption guaranteeing its availability and sustainability to cover all different consumption requirements with convenient prices while conserving environment, Egyptian Electric Utility and Consumer Protection Regulatory Agency (hereinafter referred to as The Agency) approved in its session no.3 of the fiscal year 2012/2013 on 10/12/2012 some regulations on electricity generated from solar energy whereby the consumer(hereinafter referred to as The client) could install PV systems for electricity consumption rationalization. . Following that, the board of directors in its meeting No (9) of fiscal year 2013/2014 approved the regulation for connecting the PV systems to the distribution networks as follows:

- 1-Regulations of grid-connected PV systems in low and medium voltage.
- 2-Technical requirements for connecting the PV system to the low voltage network.
- 3-Electricity Distribution Code

The regulations or any other rules, periodicals or releases issued prior to the date of application or date of renewal shall be binding to companies (hereinafter referred to as the company), clients or any other relevant Party that works on supply delivery, installation, operation and maintenance of PV systems and shall be an integral part hereof and will be available on the internet site of NREA, distribution companies

www.nrea.gov.eg

<http://egyptera.org/downloads/journal/2010>



Based on the a.m., New and Renewable Energy Authority (hereinafter referred to as NREA) issued the qualification conditions for the companies working in On-grid PV systems in Egypt as following:

ARTICLE ONE

Subject

The requirements set rules and procedures for evaluation to include companies under list of qualified companies to work in the field of grid connected PV system in A.R.E.

ARTICLE TWO

Qualification Documents

Companies incorporated under the Egyptian law and interested in applying for qualification in the field of delivery, installation and maintenance of PV systems are entitled to address to NREA's Executive Chairman (Attached at Annex 1) and provide all documents as listed below:

- 1) Organizational chart supported with curriculum vitae of experienced staff in the field of PV systems (engineers, technicians, consultants). Years of experience should not be less than 3 years for engineers, 2 years for technicians. Moreover the list of projects that they have participated in should also be provided. The company has the right to replace the staff provided that new ones meet the qualification requirements.
- 2) Financial statement certified by chartered accountant.
- 3) Copy of valid tax card and copy of the commercial register.
- 4) Three pre-qualifications in PV system installation field with total capacity of 5 kW maximum for each including name and data of contact persons. (If there is no prequalification NREA shall perform theoretical and practical test for engineers and technicians to verify their technical experience).



- 5) In case of joint venture with Egyptian or foreign companies, supporting legal documents should be submitted including the name of the leader company which will be issued in the qualification certificate. The leader company should have a legal entity in Egypt.
- 6) List of PV systems component that the company provides in projects attached with test certification issued according to international organization for standardization (ISO, IEC). The company has the right to change or modify this list provided that it should meet the aforementioned requirements.
- 7) Declaration of commitment of what is included in the updated issues of rules and regulations and code of distribution (Annex 2).
- 8) Affidavit to submit semiannual progress reports (Annex 3).

ARTICLE THREE

Qualification Fees

NREA shall receive 3000 EGP (three thousand Egyptian pounds) against verification of documents and issue of qualification certificate.

ARTICLE FOUR

Validity of Qualification Certificate and Renewal Conditions

- 1) Qualification certificate shall be valid for three years and shall be renewed for the same period if the company applied for renewal and provided all the required documents along with updated information about the latest three years.
- 2) In case of any amendment to the partnership prior the expiration date of the qualification certificate, a new application should be submitted with updated documents and a qualification certificate will be issued for the remaining period of the three years qualification without fees.



ARTICLE FIVE

Cancellation

Qualification certificate will be cancelled in the following cases:

- 1) Violate any the aforementioned qualification condition(s) including:
 - Breach of any declarations of commitment, obligation, or Articles attached hereto.
 - Negligence in in carrying out safety procedures
 - Use of lesser quality component than what is mentioned in the qualification certificate or use of non-certified system components
 - Non response to customers' complaints.

- 2) NREA shall contact the company for clarification before cancellation or send for some representative for clarifications. In case the company fails to respond or provide convinced reasons, NREA have the right to cancel the qualification certificate 15 days from date of asking for clarifications.

- 3) NREA will notify electricity distribution companies of any cancellation and it will be published in NREA website mentioned in the preamble and in the contract concluded between the Firm and the Client thereafter in Article 6.

ARTICLE SIX

Quality Requirement of the Provision, Installations, Connection

The company shall guarantee to the Client quality of services which include:

- 1) Submission of financial and technical offer after site visit including:
 - Detailed system planning including the definition of system components and technical specifications thereof.
 - System price
 - Payment conditions
 - Guarantee period



Any additional information that the company sees necessary to the Client.

- 2) After the Client agreement, a contract concluded between the two parties to deliver, install, operate and connect PV system (Annex 4) the contract shall contain obligations of each Party and the firm shall inform the Client of all obligations and liabilities during and after installation.
- 3) The company shall perform installation works after agreement of Electricity Distribution Company according to industrial practices and the applicable laws and regulations.
- 4) The system shall be operated, tested and submitted in the presence of the Client and the representative of the Distribution Company, and the company shall provide a training program for the Client on operating the system.
- 5) The company shall submit to the Client all drawings and catalogs of system component in addition to the catalogs of periodical and preventive maintenance and all periodicals and documents related to conditions of guarantee and maintenance conditions.
- 6) The company shall put safety instructions on all equipment and submit them to the Client and provide adequate training on intervention procedures and securing PV systems.
- 7) The firm shall submit to the Client an invoice of supplies and services with guarantee certificate as shown in Article 7.
- 8) The company shall submit to the Client upon his request a maintenance contract after the end of guarantee period.

ARTICLE SEVEN

System Component and Guarantee

The guarantee certificate submitted to the Client will include the following:

1) Comprehensive Guarantee:



The minimum period of guarantee is 24 months starting from date of submission. The company shall during this period fix or change damaged component incurring all costs and perform all required maintenance.

2) Components Guarantee:

The company shall guarantee all installed system component against any malfunction due to the design or the used material or normal operation. The minimum guarantee period of the components must be included in the contract between the company and the Client.

ARTICLE EIGHT

Services Submitted After Guarantee Period

The Client may after the end of guarantee period concludes maintenance agreement wherein the firm shall respond to the Client request to perform different maintenance works and necessary repairs in case of system failure in less time. This should be stipulated in the concluded contract between the two parties (Annex 5).

ARTICLE NINE

Responsibilities

NREA has the right to coordinate with distribution companies a periodical review to projects implemented by each firm for the purpose of assessment according to qualifications requirements.



Annex - 1

Form of qualification application of Supply, Installation, Operation and Maintenance PV System

Name of the firm
Commercial register
Tax card
Address
Firm representative and title:
Address
e-mail:
Phone
Fax
Mobile

Required Documents:

- Organizational chart of the company supported with C.V. (Engineers, Technicians, and Consultancies).
- Financial balance approved from an accredited legal office.
- Copy of the tax card stamped and includes status of the last year.
- In case of consortium with Egyptian and/or foreign companies:
 - Legal documents represent the consortium members and the leader company.
 - Leader Company must have a legal entity in Egypt.
 - Certificate will be issued for the Leader Company only.
- List of PV system components that used by the company, in addition to test certificates and international standards for these components. Company can add or delete from this list, in a condition that the specifications and standards of these components not less than the replaced components.



Annex 2

Form of Letter of Declaration

I the undersigned after reviewing the updated and final releases of technical requirements ,regulations of electricity distribution grids, safety procedures of PV systems, and NREA requirements to certify firms which supply and install PV systems for generating electricity from solar energy, do hereby agree to commit with all requirements by which company ----- becomes a certified company for the works of provision, installation, operation and maintenance of PV systems for electricity generation from solar to supply, install. Operate and maintain PV systems.

Signature: -----

Date: -----



Annex 3

Form of Letter of declaration

To submit semiannual reports of projects progress

I, the undersigned, do hereby declare commitment to submit to New and Renewable Energy Authority semiannual progress reports including PV systems projects implemented by the company and capacities. Costs, sites thereof, ...

Progress shall be submitted annually in the First week of January and December to head of technical affairs and a copy to the e-mail below:

- mohamed.elkayat@yahoo.com
- salah.abououf@yahoo.com

Signature: -----

Date: -----

Annex 4



**Contract of supply installation connection
And operation of grid connected PV system
(Guide Contract)**

This contract entered into force on / /

Between:

Name of the Client: ----- (First Party)

Headquarter: -----

Name of the firm: ----- (Second Party)

Headquarter:-----

Preamble

The First Party agree that the Second Party shall supply, install, operate and connect PV system to the grid in the Second Party headquarter according with conditions and specifications submitted by the Second Party and First Party agreed upon.

Both parties hereto declare that they are legally competent to enter this contract and agree to the following:

Article 1

The preamble is an integral part of this contract.



Article 2

The Second Party shall supply, install PV and connect PV system to the grid with total amount of ----- including the sales tax.

Article 3

The Second Party shall supply, Install and the following components:

- PV system with 5 M.W capacity maximum
- PV system Skelton
- True sinewave inverter.
- Distribution panel and measurement instrument.
- Connection cables
- Ground connections.
- Other supplies (if needed).

Article 4

The First Party shall pay amount of works hereof in accordance with payment conditions as stated below:

- Advance payment -----
- Upon Supply -----
- After completion of installation works. -----
- After taking over test -----

Article 5

If the Second Party delay in performing works agreed hereof, the First Party shall impose a penalty agreed upon by both parties with an amount of -----

Article 6



Prices shall remain stable during performance period and in case of other works not included in measurement scope, both parties shall agree to undertake price analysis according to market prices whereupon any increase shall be paid.

Article 7

Where no special provision is made, the Second Party shall follow the applicable laws and obligations related hereof.

Article 8

The Second Party shall maintain safety of properties and facilities of the First Party during the performance of contract and in case of any damage, the Second Party shall return matters to its normality otherwise the Second Party shall incur the costs of repair.

Article 9

Each Party has taken its address indicated at the forefront of this contract as an elected domicile and all correspondences shall be sent whereon. In case of any change each Party shall notify the other of the new address through registered mail.

Article 10

The Second Party may not waive works hereof to third Party wholly or partially.

Article 11



The contract drawn up in triplicate and the Second Party receive a copy thereof whereas the Second Party retain the remaining two copies.

First Party

Second Party



Annex 5
Maintenance Contract for One Year
of Connected PV System
(Guide Contract)

This contract entered into force on --- /---/ ----- **Between:**

Name of the Client: ----- **(First Party)**

Headquarter: -----

Name of the firm: ----- **(Second Party)**

Headquarter: -----

Preamble

The First Party agrees that the Second Party shall implement a project to generate electricity from grid connected PV system in his site by the second Party. The Second Party proposed to conclude a contract of annual periodical maintenance.

Both parties hereto declare that they are legally competent to enter this contract and agree to the following:

Article 1

The preamble is an integral part of this contract.

Article 2



The Second Party shall implement works of periodical maintenance for one year after the end of guarantee period including sales tax with an amount of.

Article 3

The Second Party shall implement works of periodical maintenance for one year after the end of guarantee period as stated below:--

- 1- Performing periodical maintenance works after year of the taking over of the project in accordance with required maintenance instructions.
- 2- Pay monthly visit to the project site/sites to implement the maintenance and submit a technical report to the First side about the maintenance work.
- 3- Performing necessary measurement of to assure quality of operation.
- 4- Installing necessary spare parts without incurring any cost.

Article 4

The First Party shall pay amount of works hereof on equal installments on quarterly basis in accordance with maintenance reports submitted to the First Party.

Article 5

If the Second Party delay in performing works agreed hereof, the First Party shall impose an penalty agreed upon by both parties with an amount of -----

-----.

Article 6

Prices shall remain stable during performance period and in case of other works not included in measurement scope, both parties shall agree to undertake price analysis according to market prices. Whereupon any increase shall be paid.



Article 7

Where no special provision is made, the Second Party shall follow the applicable laws and obligations related hereof.

Article 8

The Second Party shall maintain safety of properties and facilities of the First Party during the performance of contract and in case of any damage, the Second Party shall return matters to its normality otherwise the Second Party shall incur the costs of repair

Article 8

Each Party has taken its address indicated at the forefront of this contract as an elected domicile and all correspondences shall be sent whereon. In case of any change each Party shall notify the other of the new address through registered mail.

Article 9

The Second Party may not waive works hereof to third Party wholly or partially.

Article 10

The contract drawn up in triplicate and the Second Party receive a copy thereof whereas the Second Party retains the remaining two copies.

First Party

Second Party