



ASSAM POWER DISTRIBUTION COMPANY LTD.

(A Successor Company of Assam State Electricity Board)

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Bijulee Bhawan, Paltanbazar, Guwahati-1**

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e-TENDER DOCUMENT (FOLLOWED BY e-REVERSE AUCTION) FOR

**IMPLEMENTATION OF 7 MW GRID CONNECTED ROOFTOP SOLAR PV POWER
PLANTS FOR SOCIAL AND INSTITUTIONAL BUILDINGS IN ASSAM UNDER CFA
SCHEME OF MNRE, GOI THROUGH RESCO MODEL**

**RfS No: APDCL/CGM (PP&D)/NRE-79/PT-I/2016-17/523
Date: 08/03/2019**

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DISCLAIMER

1. Though adequate care has been taken while preparing the RfP document (inclusive of Formats and Annexures), the Bidders shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder **within ten (10) days** from the date of notification of NIT / issuance of e-Tender documents, it shall be considered that the document is complete in all respect and has been received / acknowledged by the Bidder(s). Bidder shall read all clause in conjunction with PPA (Part of RfP in form of Annexure)
2. Assam Power Distribution Company Limited (APDCL) reserves the right to modify, amend or supplement RfP documents including all formats and annexure at any time before Bid submission date. Interested Bidders are advised to follow and keep track of APDCL website for updated information. APDCL is not obliged to send/ communicate separate notifications for such notices/ amendments / clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.
3. While this tender document has been prepared in good faith, neither APDCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP document or PPA, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RfP, unless as defined in RfP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax, 1961 and the rules or regulations framed under these Acts.

Place: Guwahati

Date: 08/03/2019

PART – I: INVITATION FOR BIDS (IFB) / BID DETAILS

INVITATION FOR BIDS (IFB)

FOR

Implementation of 7MW Grid Connected Rooftop Solar PV Power Plants for Social and Institutional Buildings in Assam under CFA scheme of MNRE, GOI through RESCO model

e- TENDER DOCUMENT

(FOLLOWED BY E-REVERSE AUCTION)

Date of issuance of IFB : 08/03/2019

RfS No: APDCL/CGM (PP&D)/NRE-79/PT-I/2016-17/523 Date: 08/03/2019

- 1.0 Government of India has launched Jawaharlal Nehru National Solar Mission (JNNSM) which now has a target of 100000 MW of grid solar power by 2022, out of which grid connected rooftop Solar PV systems is considered as very potent area and has a target of 40000 MW. To achieve this target of Grid Connected Rooftop Solar PV Power Plants, GOI was notified year –wise target upto 2022 for all states and accordingly target set by MNRE for Assam is 250 MW.
- 2.0 MNRE (Ministry of New & Renewable Energy, Government of India) has sanctioned 10 MW aggregate capacities of Grid Connected Rooftop Solar Power Plants to APDCL for the implementation of said plants in Residential, Institutional and Social Sectors in Assam.
- 3.0 For the purpose of all procurement activities related to the said works, **Assam Power Distribution Company Limited** (hereinafter referred to as '**APDCL**') shall be referred to as 'Employer'.
- 4.0 APDCL, therefore, invites sealed bids from eligible bidders to participate in Request for Selection (RfS) for Site Survey, Design, Manufacture, Supply, Erection, Testing and Commissioning and Operation & Maintenance of Rooftop Solar PV Power Plants in different locations of Assam.
- 5.0 For the implementation of above mentioned work, Bidders should submit their bid proposal online complete in all respect on or before Last date of Bid Submission as mentioned on the Bid Information Sheet.
- 6.0 Bidder shall submit bid proposal along with non-refundable bid processing fee and refundable Bid Security complete in all respect as per the Bid Information Sheet. Techno- Commercial bids will be opened as per the Bid Information Sheet in online mode in presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed bid processing fees and Bid Security will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 7.0 Bid documents which include Eligibility Criteria, Technical Specification, various conditions of contract, formats etc. can be downloaded from the official website of APDCL www.apdcl.org or from <https://www.assamtenders.gov.in>. It is mandatory to download official copy of RfS document from official website of APDCL www.apdcl.org / <https://www.assamtenders.gov.in> in order to participate in the tender. Any amendment (s) / corrigendum / clarification (s) with respect to this Bid shall be uploaded on <https://www.assamtenders.gov.in/APDCL> website only. The Bidder should regularly check for any Amendment (s) / Corrigendum / Clarification (s) on the above website only.
- 8.0 In order to select the Successful Bidder(s), APDCL shall follow a Bid process on the Proposal submitted by the Bidders comprising of Techno – Commercial Bid and Price Bid, followed by the e-Reverse Auction process.
- 9.0 Bidder can apply for the complete aggregate bid capacity of each project group. Based on the Bid capacity proposed by the bidder in the bid, Bid Security / EMD shall be furnished as per clause of Bid Information Sheet. Bid Security / EMD shall be enclosed in a sealed envelope along with the RfS and shall be submitted in the office of APDCL (offline).

10.0 The detailed scope of work includes:

- 10.1 List of Identified rooftops indicating potential for proposed installation capacity has been enclosed herewith this RfS documents as Annexure – II. Successful bidders are requested to visit the respective sites and check the feasibility of space including installation capacity in consultation with respective site in-charge / owner.
- 10.2 Site Survey, Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing and Commissioning of grid connected rooftop Solar PV Project including Operation and Maintenance (O&M) for the project for a period of 25 years after commissioning of the project.

BID INFORMATION SHEET

The Bid Information Sheet is provided below

Sl. No	Particulars	Description
1	Document Description	e-TENDER DOCUMENT (FOLLOWED BY E-REVERSE AUCTION) for Implementation of 7 MW Grid Connected Rooftop Solar PV Power Plants for Social and Institutional Buildings in Assam under CFA scheme of MNRE, GOI through RESCO model
2	RfS No. and Date	APDCL/CGM (PP&D)/NRE-79/PT-I/2016-17/523 Date: 08/03/2019
3	Funding	Domestic
4	Location	<p>Institutional and Social Sector Buildings in Assam (List of Proposed Project Groups and Capacity wise are enclosed in the Annexure-II). It may be noted that the list is indicative only. Final feasibility of space and capacity shall be assessed by respective bidders.</p> <ul style="list-style-type: none"> a. Institutional: Schools, health institutions including medical colleges & hospitals, universities, educational institutions etc. (those registered under The Societies Registration Act 1860 and The Indian Trust Act 1882) b. Social Sector: Community centers, welfare homes, old age homes, orphanages, common service centers, common workshops for artisans or craftsman, facilities for use of community, Trusts/ NGOs/Voluntary organizations/ Training institutions, any other establishments for common public use etc. (those registered under The Societies Registration Act 1860 and The Indian Trust Act 1882)
5	Downloading of Bidding Document	The Bidding Document can be downloaded online only through www.apdcl.org and https://www.assamtenders.gov.in website of Government of India from 08/03/2019 at 11:00 Hrs to 28/03/2019 at 17:00 Hrs
		<p>B. Online Data Room</p> <p>The list of Proposed Buildings as part of Annexure-II, shall also be made available in a Central Data Room, accessible as part of the bid purchase for the bidders. The Data Room will consist of the following:</p> <ul style="list-style-type: none"> a. Coordinates of rooftop site, b. Indicative Solar PV array layout, c. Estimated Solar PV Plant capacity based on available roof area, considering shadow analysis, gap between rows and building code requirement for wind loading, d. Estimated Annual energy generation report based on local climatic data, and e. Monthly Electricity bills.
6	Last Date of receipt of pre-bid queries from the bidders	16.03.2019
7	Pre-bid meeting	18/03/2019 at 11:00 Hrs.
8	Venue of Pre-bid meeting	Conference Hall, Annex Building, Bijulee Bhawan, Assam Power Distribution Company Limited, Paltanbazar, Guwahati – 01
9	Date of issuance of final RFP and PPA document	22.03.2019
	Start date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RFS	22.3.2019 at 11:00 Hrs.
	Last date for online submission of "Techno-Commercial Bid" and "Price Bid" as per RFS	28/03/2019 at 15:00 Hrs
9	Due date for hard copy submission of "Techno-Commercial Bid" as per RFS	28/03/2019 at 15:00 Hrs
10	Address for submission of Techno-Commercial Bid	Chief General Manager (PP&D) Assam Power Distribution Company Limited, Bijulee Bhawan (Annex. Building), Paltanbazar, Guwahati. Dist.: Kamrup (Metro), Pin: 781001, Assam, India. Telephone No.:- (0361) - 2735684 E-mail: qmnre.apdcl@gmail.com
11	Techno-Commercial Bid Opening (except Price Bid)	29/03/2019 at 14:00 Hrs.
12	Price Bid Opening	08 /04/2019 at 11:00 Hrs.
13	E-Reverse Auction	08/04/2019 at 13:00 Hrs.

14	Cost of RFS (Non-refundable applicable for the Bidder)	INR 10,000/- (Indian Rupee Ten Thousand Only) to be submitted in the form of DD / Banker's Cheque, along with the bid in favour of "CGM (PP&D), APDCL payable at Guwahati"
15	Bid Security applicable for the Bidder	Earnest Money INR 1100/- per kW (Indian Rupees One thousand one hundred per kW) for the capacity quoted and to be submitted in the form of Bank Guarantee along with the bid in favour of CGM (PP&D) APDCL, payable at Guwahati. Minimum validity period upto 03 Months, may be extended as per request / instruction of APDCL
16	Construction Performance Bank Guarantee to be submitted by successful bidders	INR 5500/- per kW (Indian Rupees Five thousand five hundred per kW) for the capacity allotted and to be submitted in the form of Bank Guarantee in favour of CGM (PP&D) APDCL, payable at Guwahati. Minimum validity period upto 12 Months with an extended claim period of 6 months, which may be extended as per request / instruction of APDCL
17	Details of persons to be contacted in case of any assistance required	<p>a. Mr. Pradip Goswami DGM (NRE), APDCL 8638380374</p> <p>b. Mr. Jitu Moni Das Consultant (NRE), APDCL 81350-78531</p>

Important note:

1. Prospective Bidders are requested to remain updated for any or all notices, amendments, corrigendum, clarifications etc. to the Bidding Document published through the websites www.apdcl.org and <https://www.assamtenders.gov.in> No separate notifications shall be issued for such notices, amendments, corrigendum, clarifications etc. in the print media or individually to the prospective Bidders and in no case APDCL shall be held responsible for any loss of information to the Bidders.
2. Intimation regarding notification on the above shall be updated on www.apdcl.org and the details shall be only available from <https://www.assamtenders.gov.in>

Chief General Manager (PP&D)
APDCL, Bijulee Bhawan (Annex Building),
Paltanbazar, Guwahati-1

Memo No.: APDCL/CGM (PP&D)/NRE-79/PT-I/2016-17/523 Date: 08/03/2019

Copy to:-

1. **P.S. to the Additional Chief Secretary**, Power (Elect.) Dept., Govt. of Assam, Dispur, Guwahati - 6, for kind appraisal of the Additional Chief Secretary.
2. **P.S to the Managing Director**, APDCL, Bijulee Bhawan, Paltanbazar, Guwahati-1, for kind appraisal of the Managing Director.
3. **Sri H.C. Borah, Scientist -C, Ministry of New & Renewable Energy, GOI**, Block No 14, CGO Complex, Lodi Road, New Delhi 110003 for kind information
4. **The OSD to the Chairman**, APDCL, along with a Soft Copy of the Bid Document for uploading in the official website
5. Office Notice Board.

Chief General Manager (PP&D)
APDCL, Bijulee Bhawan (Annex Building),
Paltanbazar, Guwahati-1

----- **End of (IFB)** -----

PART – II: DEFINITIONS & ABBREVIATIONS

DEFINITIONS & ABBREVIATIONS

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

1. **"Affiliate"** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly controls, or is controlled by, or is under common control with a Bidder and control means ownership by one Bidder/member of at least 26% paid up equity capital in any other Bidder/member. Any bank or financial institution shall not be considered as Affiliate.
2. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS);
3. **"Bid"** shall mean the Technical and Financial proposal submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RFS, in accordance with the terms and conditions hereof;
4. **"Bidder(s)"** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
5. **"Bidding Consortium or Consortium"** shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid, in response to RFS for the project.
6. **"Bid Deadline"** shall mean the last date and time for submission of Bid in response to this RFS as specified in Bid Information Sheet;
7. **"Bid Security"** shall mean Bid Security to be submitted by the Bidder along with the Bid as specified in Bid Information Sheet;
8. **"CEA"** shall mean Central Electricity Authority;
9. **"Capacity Utilization Factor"** (CUF) in a Year shall mean the ratio of the output of the SPV Power Plant in a Year versus installed Project capacity x 365 x 24.
(CUF = Cumulative Project output in kWh / (installed Project capacity in kWp x 24 x 365));
10. **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
11. **"Competent Authority"** shall mean Managing Director of APDCL, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
12. **"Completion"** shall mean supply and erection/installation of the Project and demonstration of CUF as per provisions of RFS.
13. **"Commercial Operation Date" or "COD"** shall mean the day when full PPA Capacity of the Project shall be commissioned;
14. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
15. **"Comprehensive Operation and Maintenance" or "Comprehensive O&M"** shall mean insurance, warranty, spare parts and operation & maintenance of Projects during the term of the PPA;
16. **"Day(s)"** shall mean a 24 (twenty four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
17. **"Effective Date"** shall mean date of execution of PPA between Power Producer and Procurer;
18. **"Eligibility Criteria"** shall mean the Eligibility Criteria as set forth in this RFS;
19. **"Eligible Bidder(s)"** shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of their Financial Bid
20. **"Expiry Period"** shall mean the 25th anniversary of the SCOD of the Project;
21. **"Financial Bid"** shall mean online financial Bid, containing the Bidder's quoted First Year Tariff as per format given in RFS;
22. **"First Operational Year"** shall mean the period commencing from the Initial Part Commissioning and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD of PPA Capacity;
23. **"IEC"** shall mean specifications of International Electro technical Commission;

24. "**Initial Part Commissioning**" shall mean the commissioning of first part capacity of PPA Capacity by Power Producer, and shall mean COD if the entire project is commissioned together;
25. "**Inspecting Authority**" shall mean the authority designated by the competent authority for the said purpose;
26. "**kWp**" shall mean KiloWatt Peak;
27. "**kWh**" shall mean KiloWatt Hour;
28. "**LICA**" shall mean Letter Inviting Consent for Agreement;
29. "**Lead Member**" shall mean the member of Bidding Consortium which is designated as leader of the Consortium by other member to represent them as Bidder for this RFS;
30. "**MNRE**" shall mean Ministry of New and Renewable Energy, Government of India;
31. "**Month(s)**" shall mean a calendar month as per the Gregorian calendar;
32. "**MWp**" shall mean Mega Watt Peak;
33. "**Nodal Agency**" shall mean the Assam Power Distribution Company Limited (APDCL), Guwahati;
34. "**Operational Year(s)**" the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of PPA. It is pertinent that, last Operational Year would get shortened by number of months by which Commissioning of Project got delayed from the SCOD;
35. "**Part Commissioning**" shall mean the Commissioning of capacity lower than the PPA capacity for the purpose of receiving the Commissioning certificate for part capacity;
36. "**Paid-up share capital**" means the paid up share capital as defined in Section 2 of the Company Act, 2013.
37. "**Performance Test**" shall mean tests as in RFS which establish successful installation and working of equipment at desired level as per the requirement of issuing authority;
38. "**Power Producer**" shall mean anyone who has accepted the LICA then, enters into a PPA with the Procurer for supply of solar power and has legal ownership of all the equipment of the Project. After Expiry Date of PPA, ownership of Project will be transferred to Procurer as provided in the PPA;
39. "**Power Purchase Agreement or PPA**" shall mean the Power Purchase Agreement to be executed between Power Producer and the Procurer. The prescribed format for execution of PPA is attached as;
40. "**PPA Capacity**" shall mean the capacity undertaken by the Power Producer for implementation of grid connected roof top solar PV Projects for sale of solar power to Procurer after undertaking a technical analysis of the likely capacity under the RFS;
41. "**Premise**" shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non vacant area which is part of the Procurer establishment;
42. "**Procurer(s)**" shall mean the person or company or organization procuring solar power from the Power Producer at competitively determined tariff under the RFS and the PPA;
43. "**Project(s)**" shall mean the Grid Connected Solar PV Project(s);
44. "**Project Capacity**" means the capacity of the Projects mentioned in the Agreement. The Project capacity specified is on "DC" Side only;
45. "**Project Group(s)**" shall mean a group of Project(s) as per provision of this RFS;
46. "**Project Company**" shall mean Company incorporated by the Bidder as per Indian Laws;
47. "**Prudent Utility Practices**" shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFS, as per requirements of Indian Law;
48. "**Qualified Bidder(s)**" shall mean, for given scope of work, the Eligible Bidder having quoted minimum Financial Bid in a Project Group or Eligible Bidder matching minimum Financial Bid in a Project Group;
49. "**RESCO**" shall mean a person or an entity, which is in the business of supplying power generated through Project installed in the Premise of the Procurer on mutually agreed terms;
50. "**RESCO Model**" shall mean where the Bidders intend to use a Premise owned/used by the Procurer and enters into the PPA with Procurer for supply of solar power as per RFS;
51. "**RFS**" shall mean Request for Selection (RFS)/Bid document/Tender document and shall include formats and annexure (s)

in it;

52. **“Scheduled Commercial Operation Date” or “SCOD”** shall mean 9 months from the PPA Signing date i.e., Effective Date as defined in PPA; including the extensions, if any, granted as per provision of the PPA.
53. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
54. **“Successful Bidder(s)”** shall mean the Qualified Bidder(s) selected by Nodal Agency pursuant to this RFS for implementation of Project as per the terms and condition of the RFS Documents, and to whom LICAA has been issued;
55. **“Term of PPA”** shall mean the period from the Effective Date until the Expiry Date;
56. **“Year”** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;

PART – III: INSTRUCTIONS TO BIDDERS (ITB)

1 INTRODUCTION

- 1.1 Ministry of New and Renewable Energy (MNRE), GOI has accorded sanction to Assam Power Distribution Company Limited (APDCL) for installation of cumulative capacity of 10 MWp grid connected rooftop solar power plants in Assam for residential, social and institutional buildings.
- 1.2 Government of Assam (GOA), vides its notification no. PEL.39/2011/47 dated 28/10/2013 declared Assam Power Distribution Company Limited (APDCL) as the Nodal Agency for the purpose of coordinating the activities of different agencies involved in all kinds of non – conventional power generation projects to be promoted in Assam. The said notification also declared APDCL as the Nodal Agency for Ministry of New & Renewable Energy, GOI for all non – conventional power projects in Assam.
- 1.3 In furtherance of the objective of MNRE to promote Solar Rooftop, APDCL invites for Request for Selection (RFS) for Selection of Power Producer for Implementation of 7 MWp of Grid Connected Rooftop Solar PV Power Plants for Sale of Solar Power under RESCO Model at various locations in the State of Assam in accordance with MNRE / AERC/APDCL/Assam Solar Energy Policy 2017.

Table 1
Central Financial Assistance (CFA) shall be available for the following categories

(i)	Institutional	Schools, health institutions including medical colleges & hospitals, universities, educational institutions etc. (those registered under The Societies Registration Act 1860 and The Indian Trust Act 1882)
(ii)	Social Sector	Community centers, welfare homes, old age homes, orphanages, common service centers, common workshops for artisans or craftsman, facilities for use of community, Trusts/ NGOs/Voluntary organizations/ Training institutions, any other establishments for common public use etc. (those registered under The Societies Registration Act 1860 and The Indian Trust Act 1882)

Table 2
MNRE sanctioned Central Financial Assistance (CFA) Structure applicable is tabulated below:

Capacities	Benchmark Cost (INR/Wp)	Applicable CFA (INR)
Above 10 and up to 100 kW	55	70% x 55 x Capacity in Wp
Above 100 kW and up to 500 kW	53	70% x 53 x Capacity in Wp

- 1.3.1 Subsidy calculation is done as per Benchmark Cost for Grid Connected Rooftop Solar Power Plants for the Year 2018-19 as notified by MNRE.
- 1.3.2 For subsidy computation the project capacity to be used shall be minimum of capacity of solar panels and capacity of inverter.
- 1.4 The Bidder is advised to read carefully all instructions and conditions of this RFS and understand the scope of work completely. All information and documents required as per the RFS must be furnished with the bid. Nodal Agency reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). Financial Bid of the Bidder qualifying at technical stage only shall be opened.
- 1.5 Bidder shall be deemed to have examined the RFS, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFS at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works Power Producer shall have to complete in accordance with the RFS, irrespective of any defects, omissions or errors that may be found in RFS. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFS and PPA conditions.

2 BID DETAILS

- 2.1 The bidding process is for approximate aggregate capacity of 7 MWp for Implementation of Grid Connected Rooftop Solar PV Power Plants for Sale of Solar Power under RESCO Model at Institutional and Social Sector buildings in the State of Assam. Bidder are advised to note that the Grid connected projects will be in accordance with Assam Solar Energy Policy, 2017 and AERC Grid Interactive Solar PV Systems Regulation 2015, and their subsequent amendments.
- 2.2 APDCL shall resort to e-Reverse Auction process for selection of the successful bidders. The philosophy followed for e-Reverse Auction shall be English Reverse (No ties).
- 2.3 Bidder shall be required to Bid in different Project Groups as mentioned in ANNEXURE-II. The Bidders are advised to understand and satisfy themselves in regards with the detail provided about the various Projects in the ANNEXURE-IV.
- 2.4 No subsidy is available for Project under Commercial and Industrial Project Group. Therefore, they have a liberty to choose among Indian make or foreign make modules. Such Projects are eligible for concessional funding from World Bank available through State Bank of India, if Bidder meets the criteria sets out in ANNEXURE-III. Bidder can choose to avail the above facility at its own discretion. The final decision to provide debt funding will lie with State Bank of India and Nodal Agency will take no responsibility / liability for debt funding.

2.5 A Data Room has been created which contains site wise survey details and past electricity bills for such site. The access to data room will be provided to bidders who pay/already paid the bid processing fee.

2.6 Maximum allowable levelized tariff (ceiling limit) over 25 years assuming a discounting rate of 9.15% is as follows:

Levelised Ceiling Tariff (Rs/kWh)	Ref.
2.75	Calculated as per CERC norms

The bids with Levelized tariff in excess of above said Levelized tariffs shall be outrightly rejected

2.7 The bidders who are qualified as per Techno – Commercial and Price Bid shall be termed as the Eligible Bidders and will be allowed to participate in the e-Reverse Auction process to arrive at the PPA tariff for the respective project group.

2.8 Bidders shall be required to Bid in different Project Groups as mentioned in Annexure –II. The bidders are advised to understand and satisfy themselves in regards with the detail provided about the various Projects in the Annexure – II

2.9 **Size of the Projects:**

The size of each project shall be in the range from 'above 10 kW to 100 kW' under CATEGORY –A and 'above 100 kW to 500 kW' under CATEGORY -B. One project may however comprise of several rooftop units.

2.10 **Bid Capacity:**

Bids apply for the complete aggregate capacity of individual Project Group. However, a Bidder can apply and is eligible to apply for all project group together. **Considering they meet the Project Net-worth and Bid Security qualification as per below table:**

3. CONDITIONS OF PRECEDENT:

3.1. Conditions Precedent for Procurer:

3.1.1. PPA shall be signed by the **Procurer with Successful Bidder and Nodal Agency** within ten (10) Days from the submission of C-PBG by the Successful Bidder to the Nodal Agency.

3.1.2. Any delay beyond 60 Days in signing PPA with the Successful Bidder, Procurer's Project shall be excluded from further deliberations.

3.2. Conditions Precedent for Successful Bidder

3.2.1. Confirmation on acceptance of LICA within (15) Days from the date of issuance of LICA. Submission of C-PBG shall be within fifteen (15) Days from the date of acceptance of LICA.

3.2.2. PPA Capacity of each Project under each Project Group as indicated in ANNEXURE-II may increase up to 50% or decrease up to 20%, subject to Nodal Agency's decision on analysis proposed by the Successful Bidder. It shall be noted that, change in PPA Capacity may lead to change in GOI Subsidy available for Project for different types of categories in accordance with below tables:

Capacities	Benchmark Cost (Rs./Wp)	Applicable CFA (Rs./Wp)
Above 10 and up to 100 kW	55	70% x 55 x Capacity in Wp
Above 100 kW and up to 500 kW	53	70% x 53 x Capacity in Wp

Note: Subsidy calculation is done as per Benchmark costs for Off-grid Solar PV Systems and Grid Connected Rooftop Solar Power Plants for the Year 2018-19 as notified by MNRE

3.2.3. For subsidy computation, the project capacity to be used shall be minimum of capacity of solar panel and capacity of inverter.

3.2.4. Nodal Agency shall communicate to Successful Bidder any change in PPA Capacity within ten (10) Days from the submission of the site survey report and letter of request.

4. CONSEQUENCES OF NON-FULFILLMENT OF CONDITIONS PRECEDENT

4.1. In case of any delay in any of the timelines mentioned in clause 3.2.1 and 3.2.2, Nodal Agency shall take appropriate decision based on circumstances and may provide further time to complete the respective conditions precedent.

4.2. Whereas, any delay in timelines provided to Procurer and Successful Bidder may lead to cancellation of LICA.

4.3. In case, Nodal Agency cancels the LICA issued to Successful Bidder due to non-compliance of Successful Bidder, Nodal Agency shall ask the L2 Bidder in the Particular Project Group to sign LICA at the rate quoted by L2 for that Project

Group for which LICA has been cancelled. Further, if L2 Bidder rejects the Nodal Agency proposal, Nodal Agency shall ask L3 and so on.

- 4.4. If none of the Bidder of that particular Project Group is interested in the Projects, Nodal Agency shall offer it to the Successful Bidders of other Project Groups to meet the L1 Quoted Tariff of that particular Project Group. Before offering Projects to any other Successful Bidder, Nodal Agency must assure that a new Successful Bidder has at least one Project in the vicinity of the Projects for which LICA was cancelled. The order of award will be from lowest to highest L1 Quoted Tariff. To break ties in L1 Quoted Tariff if any, Bidder with higher net worth will be offered first.
- 4.5. In case, any of the Successful Bidder of other Project Groups are not interested in Projects, then Nodal Agency will take appropriate action in discussion with Procurers.
- 4.6. At any point of time, if it is found that Successful Bidder of a Project Group is non-compliant or is not signing the PPA for any specific type of Projects in a Project Group, Nodal Agency may take strict action against the Successful Bidder. It may lead to cancellation of all LICAs issued to that Successful Bidder for Projects under such Project Group. Later, Nodal Agency shall offer remaining Project to other Bidders in accordance with the procedure mentioned in clause 3.3.3 and 3.3.4.

5. INSTRUCTIONS TO THE BIDDER:

- 5.1. A Data Room has been created which contains site wise survey details and past electricity bills for such site. The access to data room will be provided to bidders who pay/already paid the Cost of RFS.
- 5.2. Bidder must meet the eligibility criteria independently as Bidding Company or as a Bidding Consortium with one of the members acting as the Lead Member of the Bidding Consortium. Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.
- 5.3. In case of consortium, Lead Member must independently meet the Eligibility Criteria. Consortium of maximum of three companies is allowed under RFP. Consortium may comprise of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination thereof.
- 5.4. A Bidder shall not have a conflict of interest for the bid Project Group. Bidder(s) shall be disqualified in the Project Group(s) where it has conflict of interest. In a particular Project Group, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
 - a) A Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorized representative on behalf of one or more Bidder(s)] or as Member of consortium
 - b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of Nodal Agency regarding this bidding process
- 5.5. Nodal Agency have rights to annul/cancel the Bid of Bidders who will take any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with Nodal Agency during preparation of RFP and PPA.

6. SPECIAL INSTRUCTIONS TO BIDDERS FOR E – TENDERING (FOLLOWED BY E- REVERSE AUCTION):

- 6.1.1. For participation in e-tendering module, it is mandatory for Bidders to get registration on website <https://www.assamtenders.gov.in>. Therefore, it is advised to all Bidders to get registration by making on line registration fees payment at the earliest
- 6.1.2. Service and gateway charges shall be borne by the Bidders.
- 6.1.3. Bidders are required to sign their bids online using class – III Digital Signature Certificate, they are advised to obtain the same at the earliest.
- 6.1.4. For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://www.assamtenders.gov.in> . Please note that it may take upto 7 to 10 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
- 6.1.5. If Bidder is going first time for e-tendering, then it is obligatory on the part of Bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 6.1.6. Once the digital signatures are obtained, the Bidder should get the browser settings done so that while using the e-procurement application, Bidder is able to use the digital signature which is mandatory for Bid participation. These settings can be done through the details given on the portal or by calling the helpdesk. Please ensure that these settings are done at the earliest.
- 6.1.7. Bidders are requested to visit our e-tendering website regularly for any clarification and / or due date extension.

- 6.1.8. APDCL shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever
- 6.1.9. Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of same in physical form with the offer of particular Bid
- 6.1.10. After the final submission, Bidder should ensure that he has received the acknowledgment slip and should keep this slip till opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.

6.2. DESCRIPTION OF BID PROCESS:

In order to select the Successful Bidders, APDCL shall follow a Bid process on the Proposal submitted by the Bidders comprising of Techno – Commercial Bid and Price Bid, followed by the E- Reverse Auction process, as explained below:

6.3. Techno – Commercial Bid:

Bidders shall submit a Proposal consisting of two (2) envelopes (a) the Techno – Commercial Bid and (b) the Price Bid. The Techno-Commercial Bid shall be opened first and a determination of responsiveness check of the Techno-Commercial Bid. The Bidders who meet the Technical Capacity and Financial Capacity as per the RFS and also found responsive in terms of the Techno-Commercial Bids shall be termed as Techno-Commercially qualified Bidders

6.4. Price Bid:

APDCL shall open the Price Bids of the Techno – Commercially qualified Bidders. The Eligible Bidders can participate in the E-Reverse Auction process as per the provisions mentioned in the RFS. In the Price Bid the bidder shall quote the Quoted Tariff and further PPA tariff on completion of the E- Reverse Auction process. It is pertinent to mentioned that the PPA tariff discovered during the E-Reverse Auction process shall be applicable during the PPA Term.

6.5. E – Reverse Auction Process:

The Eligible Bidder shall participate in the E- Reverse Auction process in accordance with Clause 6, for determination of the Successful Bidder.

- 6.6. For conducting the e-bidding and E-Reverse Auction, APDCL shall use the <https://www.assamtenders.gov.in> portal of Government of India as per the "Terms and Conditions of Reverse Auction or Instructions to Bidders for e-Tendering". The portal can be accessed at <https://www.assamtenders.gov.in>. Bidders are required to register themselves online with the above portal (if they are not already registered), as 'Bidder/Supplier/Vendors', as per the guidelines mentioned in the portal and on payment of requisite charges. Subsequently, the Bidders can download the Bidding Document including RFP, PPA, and other documents as published from time to time from the <https://www.assamtenders.gov.in> portal of Gol. Additionally, prior to the submission of the Proposal, a Bidder shall make all the requisite payments in order to avoid any last minute hassle, for which the Bidder shall be solely responsible. The Bidders, at their own cost, shall take adequate trainings from the <https://www.assamtenders.gov.in> portal of Gol to avoid any last minute hassle while submitting the Proposal. Further, the Bidder shall approach the _____ Helpdesk to understand the details regarding e procurement process, registration requirements, and other requisite information on submitting the online Proposal.

For any help/guidance, bidder may contact below given contact details

Contact Person	
Telephone / Mobile No	
Email:	

7. ELIGIBILITY OF BIDDER

7.1. GENERAL

The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed.

Bidder or any member of consortium having been blacklisted by Nodal Agency or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.

Bidder or consortium shall be ineligible for participation in this RFP in following cases

- i. If Bidder or any member of consortium has not performed satisfactorily in the Work Order(s) of Nodal Agency, leading to cancellation of Work Order(s) of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.
- ii. If Bidder or any member of consortium is involved in litigation or arbitration with Nodal Agency arising out of work completed or under execution by it, of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.

7.2. FINANCIAL ELIGIBILITY CRITERIA

7.2.1 The Bidder should have minimum Net worth of about INR one (1) crore per MWp of connected rooftop Solar PV Project for Project Group. In case of Consortium, Net worth should be fulfilled by Lead member only. The table below provides the project group wise net worth requirement

Project Group	Type of Institution	Estimated Capacity (kWp)	Net Worth required in Lakhs
Group - I:	Institutions		
Group - II:	Social Sector		

7.2.2 The Computation of Net Worth shall be based on latest unconsolidated audited annual accounts but not older than two (2) years. The formula of calculation of net – worth shall be as per Companies Act 2013.

7.2.3 In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net-worth shall be equal to Partner's Capital in case of a Partnership Firm/ Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves)

Note:

- i. All requisite documents, such as balance sheet, P&L account, schedules etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder claim for meeting the financial eligibility criteria shall be required to be submitted
- ii. It is essential to submit financial eligibility criteria requirement and undertaking form as attached in this RFS document
- iii. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts.
- iv. Bidder shall furnish documentary evidence, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.
- v. In case of Consortium, Financial Eligibility Criteria has to be met individually by Lead Member and/or its Affiliate

7.3. TECHNICAL ELIGIBILITY CRITERIA

The Bidder should have designed, supplied, installed & commissioned at least one Grid Connected Solar PV Power Project having a capacity of not less than 25 kW which should have been commissioned at least three months prior to Techno – Commercial Bid Opening date. The list of project commissioned at least 3 months prior to Techno – commercial Bid opening date, indicating whether the project is grid connected, along with a scanned copy of the Commissioning Certificate and Work order / Contract / Agreement from the Client / Owner shall be submitted (both online and Offline) in support of Clause 7.3 above. In case of Joint Venture, the Technical Eligibility Criteria has to be met individually by the Lead Member of the Consortium.

7.4. INCORPORATION OF A PROJECT COMPANY

7.4.1. In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium, Bidder is responsible to incorporate a Project Company within forty five (45) Days from the issuance of LICA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, also transfer already obtained clearances, if any

7.4.2. The aggregate equity share holding of the Successful Bidder in the issued and paid up share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of one (1) Operational Year. Company formed by members of the consortium who is a Successful Bidder shall have at least aggregate equity

share holding of 51% held by the member of the Consortium in a newly formed Company, up to a period of one (1) Operational Year. Further, any member of the Successful consortium shall maintain individual equity in newly formed Company of at least, 51% (0.51) of its share in the bidding consortium, up to a period of one (1) Operational Year.

7.4.3. In case of Successful Bidder being a Partnership Firm or an LLP, the equity ownership of the partners in the Successful Bidder or the Project Company shall remain in same proportion as mentioned in the partnership deed submitted along with the Bid, up to a period of one (1) Operational Year. Nodal Agency shall be notified, within a month, in case of any change in equity proportion for ownership of such Successful Bidder

7.4.4. Any change in ownership and liabilities after one (1) Operational Year shall be permissible, however Power Producer should inform Nodal Agency in writing within 30 Days of change in ownership

7.5. BID SUBMISSION BY THE BIDDER

7.5.1. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document

7.5.2. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFS or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s)

7.5.3. Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. Strict adherence to the documents required to be submitted in Envelope – I, shall be ensured, failure on this account may lead to rejection of Bid

7.5.4. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFS to the satisfaction of Nodal Agency and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.

7.5.5. The Bidding Company should designate one person to represent the Bidding Company in its dealings with Nodal Agency. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original as per format prescribed in this RFS, authorizing the signatory of the Bid

7.6. CLARIFICATION AND PRE – BID MEETING

7.6.1. The Bidder may seek clarifications or request amendments to RFS in writing, through a letter or by fax (and also soft copy by e-mail) to reach Nodal Agency at the address, date and time mentioned in Bid Information Sheet

7.6.2. The Bidder(s) or their authorized representative(s) is /are invited to attend pre bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by Nodal Agency

7.6.3. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFS including in particular, issues raised in writing and submitted by the Bidder.

7.6.4. Nodal Agency is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for

7.7. BID DOCUMENTS

Offline Bid for submission of hardcopies

BID FORMATS: The Bid in response to this RFS shall be submitted by the Bidder in the manner provided in the RFS. The Bid shall comprise of the following in the Techno – Commercial Bid:

7.7.1. **ENVELOPE- I (COVERING LETTER, BID PROCESSING FEE AND BID SECURITY):** The following documents are to be submitted in physical (**hard copy**):

- Covering Letter as per prescribed **FORMAT 1**
- Bid Processing Fee
- Bid Security of required value, **FORMAT 4**, if applicable

7.7.2. **ENVELOPE- II TECHNICAL DOCUMENTS:** The following documents are to be submitted in physical (**hard copy**):

- **Original power of attorney** (on the stamp value of Rs.1000/-, as per Format 7**Error! Reference source not found.**) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFS (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013).
- General particulars of Bidder as per **Format 2** **Error! Reference source not found.** of this RFS, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- Bidder's composition and ownership structure as per prescribed **Format 3****Error! Reference source not found.** as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable).
- **Format 8** for meeting Financial Eligibility Requirements along with all supporting documents.
- **Format 9** if applicable, supported by Board Resolution of the Affiliate.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per **Format 10** as applicable.
- **Format 12** for Consortium Agreement, if applicable.
- **Format 13** on Declaration for submission of Bid.
- Signed and stamped copy of Commissioning Certificate and Work order / Contract / Agreement from the Client / Owner in support of technical eligibility
- Signed and stamped Copy of RFS including amendments & clarifications by authorised signatory of Company on each page.
- Signed and stamped copy of minutes of pre-bid meeting.

All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder

The Bidder has the option of sending technical bid (Envelope I & Envelop II) either by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. Nodal Agency shall not be responsible for any delay in receipt of the technical bid (Envelope I & Envelop II). It should be noted that except online Financial Bid, no other envelope/ document shall contain any information/document relating to Financial Bid. Nodal Agency shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

7.8. METHOD OF BID SUBMISSION

7.8.1. Online Bid for submission of Techno-Commercial Bid and Price Bid:

Each Bidder shall mandatorily submit its Bid electronically on the <https://www.assamtenders.gov.in> portal and shall comprise of the Techno-Commercial Bid and the Price Bid. All documents of the response to RFS submitted online must be digitally signed on <https://www.assamtenders.gov.in>

7.8.2. Techno – Commercial Bid:

The Techno-Commercial Bid shall contain the scanned copy of the documents set out below, in a sequential manner:

- Original power of attorney (on the stamp value of Rs.1000/-, as per Format 7**Error! Reference source not found.**) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFS (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013).
- General particulars of Bidder as per **Format 2** **Error! Reference source not found.** of this RFS, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- Bidder's composition and ownership structure as per prescribed **Format 3****Error! Reference source not found.** as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable).
- **Format 8** for meeting Financial Eligibility Requirements along with all supporting documents.

- Format 9 if applicable, supported by Board Resolution of the Affiliate.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per Format 10 as applicable.
- Format 12 for Consortium Agreement, if applicable.
- Format 13 on Declaration for submission of Bid.
- Signed and stamped copy of Commissioning Certificate and Work order / Contract / Agreement from the Client / Owner in support of technical eligibility
- Signed and stamped Copy of RFS including amendments & clarifications by authorised signatory of Company on each page.
- Signed and stamped copy of minutes of pre-bid meeting.

7.8.3. **Financial Bid:**

Financial Bid shall be submitted only through online mode with due encryption. The Bidder shall submit its Financial Bid for the cumulative eligible capacity as per Technical Capacity and Financial Capacity, online only in the format uploaded in the <https://www.assamtenders.gov.in> portal of GOI. The Quoted Tariff shall be expressed in INR per kWh up to a maximum of two (2) decimal places. In no case, the Quoted Tariff quoted by the Bidder can be more than the tariff of **2.75 INR** (Indian Rupees Two and Seventy Five Paisa) per kWh for the Projects in any Group. **Please note that, the price bid should not be uploaded in the technical bid submission. If the price bid is submitted as a part of technical bid submission, all the quoted bids will be rejected.**

7.9. **BID DEADLINE**

The Bidder should submit the online and offline Bid on or before the time schedule mentioned in Bid Information Sheet

7.10. **VALIDITY OF BID**

The bid shall remain valid for a period of one hundred and eighty (180) Days from the date of online Bid submission. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter Inviting Consent for Agreement ("LICA"), Nodal Agency shall forfeit the Bid Security furnished by the Bidder. The date of issuance of LICA shall be intimated by the Nodal Agency to the Successful Bidder. In exceptional circumstances when LICA is not issued, the Nodal Agency may solicit the Bidder's consent to an extension of the period of Bid Validity Period. In such circumstances, the Bid Security provided shall also be suitably extended

7.11. **COST OF BIDDING**

The Bidder shall bear all the costs associated with the preparation and submission of his offer and Nodal Agency will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though Nodal Agency may elect to modify/withdraw the invitation of Bid.

7.12. **BID SECURITY**

BID Security (To be submitted in original form offline only. Scan copy shall also be uploaded).

The Bidder shall furnish Interest Free Bid security from a nationalized/ scheduled bank in the form of Bank Guarantee (BG) / Demand Draft drawn in favour of "Chief General Manager (PP&D), APDCL", payable at Guwahati. The validity of Bid Security shall be for a period of 3 months from the Bid Deadline. The Bid Security of unsuccessful bidders shall be returned within 15 days from the date of issuance LICA to the successful bidder. Bid Security of the Successful bidder shall be released after receipt of Contract Performance Guarantee (CPG) in the format prescribed by APDCL and after the receipt of confirmation of their CPG's from their respective bankers.

The Bid Security amount = (INR 11 Lakhs) x Bid Capacity in MWp

- 7.12.1. Bidders placing Bid for more than one Project Group shall furnish individual Bid Security desired for each Project Groups.
- 7.12.2. Desired Bid Security shall be furnished by every Bidder including MSMEs or any Govt./Semi Govt./ PSU organizations / agencies.
- 7.12.3. The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Nodal Agency under following circumstances:

- a) If a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity Period specified in the RFS document
- b) If the Successful Bidder fails to unconditionally accept the LICA within 15 days from the date of issuance.
- c) If the Successful Bidder fails to furnish the "Contract Performance Guarantee" **within 15 days** from the date of issuance of LICA

7.13. PERFORMANCE SECURITY / CONTRACT PERFORMANCE BANK GUARANTEE (CPBG)

- 7.13.1. Within 15 days from the date of issuance of LICA, Successful Bidder shall furnish the CPBG for the allocated capacity only.
The formula applicable to calculate the PBG amount will be:
The CPG amount = (INR 25 Lakh) x Allocated Capacity in MWp
- 7.13.2. Further, any delay beyond 15 days shall attract interest @1.25% per month on the total amount, calculated on day to day basis. In case CPG is not submitted within 30 days from issuance of LICA, APDCL at its sole discretion may cancel the allocated capacity and forfeit 100% Bid Security. The validity of Bid Security shall be for a period of 12 months from the date of signing of PPA.
- 7.13.3. The CPG shall be from a Nationalized / Scheduled bank in the form of Bank Guarantee as prescribed in FORMAT 15.
- 7.13.4. The CPG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Nodal Agency.
 - a) If the Successful Bidder is not able to fulfill the conditions as mentioned in Clause No. 3 of this RFS, CPG amount, pro-rated to the capacity for which the Successful Bidder is not able to fulfill the conditions as mentioned in Clause No. 3 of this RFS.
 - b) If the Successful Bidder is not able to commission the projects to the satisfaction of Nodal Agency, CPG amount, pro-rated to the capacity not commissioned will be forfeited by the Successful Bidder.

7.14. OPENING OF BID

- 7.14.1. Technical bid (Envelope I and Envelope II) of the Bidder shall be opened at the date and time mentioned in at the venue indicated in Bid Information Sheet of this RFS, in the presence of one representative from each of the Bidder who wish to be present.
- 7.14.2. Name of the Bidder, Bid Security and Project Groups shall be read out to all the Bidder at the time of opening of Envelope-I.

7.15. RIGHT TO WITHDRAW THE RFS AND TO REJECT ANY BID

- 7.15.1. This RFS may be withdrawn or cancelled by the Nodal Agency at any time without assigning any reasons thereof. The Nodal Agency 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.
- 7.15.2. The Nodal Agency reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFS and make its own judgment regarding the interpretation of the same. In this regard the Nodal Agency shall have no liability towards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process
- 7.15.3. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFS or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope – I, shall be ensured, failure on this account may lead to rejection of Bid.
- 7.15.4. Nodal Agency reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFS before Bid Deadline. The decision regarding acceptance of Bid by Nodal Agency will be full and final.

7.16. ZERO DEVIATION

This is a zero deviation bidding process. Bidder is to ensure compliance of all provisions of the RFS and submit their Bid accordingly. Bid with any deviation to the RFS conditions shall be liable for rejection without any explanation

7.17. EXAMINATION OF BID DOCUMENT

7.17.1. Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of RFS/ Agreement, and other details relating to envisaged work as per the RFS

7.18. CHANGE IN LAW

7.18.1. "Change in Law" means the occurrence of any of the following events after the Bid Submission Date resulting into any additional recurring/ non-recurring expenditure by the Power Producer or any income to the Power Producer:

7.18.1.1. the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;

7.18.1.2. change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;

7.18.1.3. the imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;

7.18.1.4. change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the Power Producer, which results in any change in any cost of or revenue from the business of selling electricity by the Power Producer to Procurer under the terms of this PPA;

7.18.1.5. a change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the Power Producer;

7.18.1.6. any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by Power Producer as per the terms of this PPA but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer, or (ii) any change on account of regulatory measures by the Appropriate Commission or (iii) change in the rates of existing taxes applicable to the Power Producer or (iv) change in income taxes applicable for the Power Producer

7.19. TAXES AND DUTIES

The Financial Bid should include all taxes and duties etc., if any. Power Producer shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable shall be payable by the Power Producer. However, if any new change in tax/duty and cess is effected in the period after the Bid Submission Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer as determined by the Competent Authority.

7.20. PROGRESS REPORT

The Power Producer shall have to commission the Project within nine (9) Months from the Effective Date of PPA. The Power Producer shall submit monthly progress report to Nodal Agency, in prescribed pro-forma to be designed in discussion with Power Producer, for the period from signing of PPA to CoD. Nodal Agency will have the right to depute his/their representatives to ascertain the progress at the premises of work of the Power Producer

7.21. FORCE MAJEURE

7.21.1. For purpose of this RFS, force majeure shall mean an event beyond the control of the Power Producer and not involving his fault or negligence and not foreseeable, in its contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction, freight embargoes, site clearance, etc. Whether a force majeure situation exists or not, shall be decided by Nodal Agency and its decision shall be final and binding on the Power Producer and all other concerned

7.21.2. In the event that the Power Producer is not able to perform his obligations under this Agreement on account of force majeure, he will be relieved of his obligations during the force majeure period

7.21.3. If a force majeure situation arises, the Power Producer shall promptly notify Nodal Agency in writing, not later than seven(7) Days from the date such situation arises (in case, communication is not possible to Nodal Agency, Power Producer shall notify Nodal Agency not later than one (1) Day from the day when communication system will be restored). The Power Producer shall notify Nodal Agency not later than three (3) Days of cessation of force majeure conditions. After examining the cases and associated facts, Nodal Agency shall decide and grant suitable additional time for the completion of the work, if required

7.21.4. Failure of such Power Producer in timely intimating Nodal Agency will suspend its right for any relief otherwise eligible under such force majeure conditions

7.22. APPLICABLE LAW

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

7.23. SETTLEMENT OF DISPUTE

- 7.23.1. If any dispute of any kind whatsoever arises between Nodal Agency and the Power Producer / Successful Bidder in connection with or arising out of the 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.
- 7.23.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within forty-five (45) days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration conducted under the provisions of the "prevailing law". The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of Guwahati. No arbitration proceedings will commence unless such notice is given
- 7.23.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree
- 7.23.4. Cost of arbitration shall be borne as per the award of the arbitration

7.24. LANGUAGE

- 7.24.1. The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and APDCL shall be in English language only.
- 7.24.2. Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail. The translated literature shall be duly authenticated and notarized for a domestic Bidder.
- 7.24.3. Supporting materials that are not translated into English may not be considered by APDCL.

7.25. AMENDMENT

- 7.25.1. APDCL may, for any reason, whether at its own initiatives or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, amend the Bidding Document by issuing an Addendum and Corrigendum at any point of time before the Bid Due Date.
- 7.25.2. All Addendum and Corrigendum shall be provided on the <https://www.assamtenders.gov.in>
- 7.25.3. The Bidders are required to read the Bidding Document along with any Addendum and Corrigendum that may be issued in accordance with this Clause 28.
- 7.25.4. Each Addendum and Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance on the Addendum and Corrigendum
- 7.25.5. Verbal clarifications and information given by APDCL or any other Person for or on its behalf shall not in any way or manner be binding on APDCL.

7.26. PRICE PREFERENCE

There is no relaxation in terms of any conditions of the RFS or Processing Fee or Bid Security or CPG for any private company or State or Central company/agency.

7.27. FRAUD AND CORRUPTION

The Power Producers, suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:

- 7.27.1. Defines, for the purpose of this provision, the terms set forth below as follows:
 - (a) **"corrupt practice"** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (b) **"fraudulent practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (c) **"collusive practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (d) **"coercive practice"** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(e) **"obstructive practice"** is

- i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Nodal Agency's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; OR
- ii) acts intended to materially impede the exercise of the Nodal Agency's inspection and audit rights.

7.27.2. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

7.27.3. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

7.27.4. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Nodal Agency to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Nodal Agency

7.28. DEBARRED FROM PARTICIPATING IN NODAL AGENCY'S TENDER

Nodal Agency reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a Bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFS, such Bidder may be debarred from participating in Nodal Agency's any future tender/ RFS for a period as decided by the competent authority of Nodal Agency

PART – IV: EVALUATION CRITERIA AND SUBSIDY DISBURSEMENT

7.29. BID EVALUATION

7.29.1. The Evaluation Process Comprise the following Steps:

- 7.29.1.1. Step I: Responsiveness check of Technical Bid
- 7.29.1.2. Step II: Evaluation of Bidder' fulfillment of Eligibility Criteria (Technical Criteria & Financial Criteria)
- 7.29.1.3. Step III: Determination of Responsiveness of Price Bids
- 7.29.1.4. Step IV: e- Reverse Auction Process
- 7.29.1.5. Step V: Selection of Successful Bidder

7.29.2. RESPONSIVENESS CHECK OF TECHNICAL BID

7.29.2.1. Nodal Agency shall examine the Techno – Commercial bid to determine whether the Techno – Commercial Bids are 'responsive' to the requirements of the RFS by checking

- Whether they have been submitted by the Bid Due Date
- Whether they are complete and all mandatory documents comprising the Techno – Commercial proposal have been submitted online and offline in their prescribed format as per RFS
- Whether the documents have been properly signed by the authorized signatory along with seal
- Whether cost of RFS, Bid Security have been submitted

In the event that any Bidder is found to be disqualified in accordance with the terms of the Bidding Document or if any Techno-Commercial Bid is found to be non-responsive or not meeting the Technical Capacity and Financial Capacity, the Techno-Commercial Bid shall be rejected by Nodal Agency and shall not be considered for further evaluation

7.29.2.2. If any information furnished by a Bidder is found to be incomplete or contained in formats other than those specified in the RFS, Nodal Agency may, in its sole discretion, exclude such information for the purposes of determining whether the Bidder will meet the Technical Capacity and Financial Capacity. Alternatively, Nodal Agency may request the Bidder, from time to time while evaluating the Techno-Commercial Bids, to submit necessary information or documentation, within a reasonable period of time, to rectify non-material omissions related to documentation requirements. Such clarifications or information provided by the Bidder will be taken into account by Nodal Agency while evaluating the Techno-Commercial Bid, and it may qualify the Bidder on the basis of such clarifications or information provided, read along with its Techno-Commercial Bid. If the Bidder does not provide clarifications sought within a specified period of time, its Techno-Commercial Bid may be rejected as non-responsive.

7.29.2.3. Where any information is found to be patently false or amounting to a material misrepresentation at any stage of bid process, Nodal Agency reserves the right to reject the Bid and forfeit the Bid Security.

7.30. EVALUATION OF BIDDER' FULFILLMENT OF ELIGIBILITY CRITERIA

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

7.30.1. DETERMINATION OF RESPONSIVENESS OF PRICE BIDS

- 7.30.1.1. Prior to evaluation of the Price Bids of the Techno-Commercially Qualified Bidders, Nodal Agency shall examine the Price Bids to determine whether they are complete, generally in order, provided in the specified format and are otherwise substantially responsive to the requirements of the Bidding Document, including the requirement to quote the Quoted Tariff for all the respective Groups in their Price Bids
- 7.30.1.2. If any Price Bid is found to be non – responsive to the requirement of the RFS, such Price Bid will be rejected by Nodal Agency and not to be considered for further evaluation.
- 7.30.1.3. The Bidders who are qualified as per Techno-Commercial Bid and Price Bid shall be termed as the Eligible Bidders and will be allowed to participate in the E-Reverse Auction process to arrive at the PPA Tariff for the respective Groups and Categories.

7.31. E- REVERSE AUCTION PROCESS:

- a) **Ceiling Tariff for e- Reverse Auction:** After completion of evaluation of Techno – Commercial Bids and price Bids, the Eligible Bidders shall be arranged in the increasing order of their Quoted Tariff for the quoted capacity for all the group(s) and categories. The lowest tariff quoted for a particular category shall be considered for the ceiling limit for that category under e – Reverse Auction Process.

For Example:

	Group - I: Institutions			Group - II: Social		
	Ceiling Tariff (Rs. /kWh)	Quoted Tariff (Rs./kWh)	Ceiling Tariff for the e-Reverse auction	Ceiling Tariff (Rs. /kWh)	Quoted Tariff (Rs./kWh)	Ceiling Tariff for the e-Reverse auction
X1 – Bidder	2.75	2.70	2.4	2.75	2.60	2.1
X2 – Bidder		2.60			2.65	
X3 - Bidder		2.55			2.50	
X4 – Bidder		2.4			2.1	

- b) **Scheduled for Reverse Auction:** After evaluation of Techno-Commercial Bids and Price Bids, date and time of start of E-Reverse Auction shall be intimated to all the Eligible Bidders who have submitted their Bids at least two (2) hours before the start of E-Reverse Auction process. The maximum allowable time duration for E-Reverse Auction shall be for a period of Twenty Four (24) hours from the start time of E-Reverse Auction process, which shall mark the completion of E-Reverse Auction process.
- c) **Auction extension time:** The Initial Auction Time will be provided for 40 (forty) minutes. If a valid Bid is placed within 15 (fifteen) minutes of End Time of the Initial Auction Time, then Reverse Auction duration shall get automatically extended for another 15 (fifteen) minutes from the existing end time. It may be noted that the auto-extension will take place only if a valid Bid comes in those last 8 (eight) minutes. The E-Reverse Auction process shall be stopped if no Bid is received in the last 8 (eight) minutes, at any point of time, with a maximum allowable time duration of twenty four (24) hours from the start time of E-Reverse Auction process, which shall mark the completion of E-Reverse Auction process. However, Bidders are advised not to wait till the last moment to enter their Bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure
- d) **Bid Price:** The Bidders need to reduce their Quoted Tariff in terms of pre-defined decrement numbers which shall be notified to the Bidders prior to two (2) hours of beginning of E-Reverse Auction process. It is pertinent to mention that the minimum decrement value for reducing the Quoted Tariff shall be 0.01 INR per kWh during E-Reverse Auction process. During the E-Reverse Auction process, the Bidders cannot change the quoted capacity in their Bid. Declared total quoted capacity quoted by the Bidder in its Bid shall remain firm during the entire bidding event including E-Reverse Auction. **Final evaluation shall be made based on the lowest determined Quoted Tariff, which will be termed as PPA Tariff for a period of 25 years.**
- e) In case any successful Bidder disagrees to accept the results, the Bidder shall be disqualified from award with forfeiture of the Bid Security. After conclusion of the E-Reverse Auction event, the final PPA Tariff quoted by the Bidders shall be considered as binding and final, for which the LICA shall be issued by Nodal Agency to the Successful Bidders. Any group(s)/categories which remain undecided up to the last ranked Bidder following the aforementioned procedure shall not be awarded to any Bidder and shall be retendered.

7.32. SELECTION OF SUCCESSFUL BIDDER:

- 7.32.1. Based on the price bid quoted by the bidders after the e-Reverse Auction Process, Nodal Agency shall arrange the bids in the ascending order i.e., L1, L2, L3 _____ (L1 being the lowest quote)
- 7.32.2. For each group Eligible Bidder shall be ranked from the lowest to the highest based on the quoted price in the e-Reverse Auction submitted by the Bidder.
- 7.32.3. For all groups, lowest bidder will be declared as the successful bidder. The aggregate group capacity will be allotted to bidder.

For example: (Allocation for the L1 Bidder)

Group	I	II
Total Capacity	X	Y
Successful Bidder	L1 Bidder	L1 Bidder

- 7.32.4. For further allocation, (after allocating the capacity to the L1 bidder) based on the price bid quoted by the bidders, Nodal Agency shall arrange the bids in the ascending order i.e. L2, L3, L4 _____ and so on (L2 being the second lowest quote). APDCL shall allocate the capacity until the tender capacity is fulfilled. Nodal Agency shall have a choice to go beyond L5 in search of Successful Bidder, if required, but it is not an obligation.
- 7.32.5. The date of issuance of LICA shall be intimated by the Nodal Agency to the Successful Bidder.
- 7.32.6. Nodal Agency at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever

7.33. E- REVERSE AUCTION PROCESS

Nodal Agency shall resort to E-Reverse Auction process for selection of the Successful Bidders.

7.33.1. _____ shall provide all necessary training and assistance on to the Bidder to the <https://www.assamtenders.gov.in> portal before commencement of E-Reverse Auction. Bidder shall arrange on its own cost and initiative, to demonstrate/ train the Bidder or Bidder's nominated person(s), from _____ Portal. _____ Department will also explain the Bidders, all the rules related to the E-Reverse Auction/ Business Rules document to be adopted along with E-Reverse Auction. The rules have been

- Business rules for E-Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RFS, for compliance
- Bidders shall accept 'Terms & Condition' and the 'Business rules of E-Reverse Auction' before start of E-Reverse Auction. Without this, the Bidder shall not be eligible to submit further Bid in the E-Reverse Auction
- Bidder shall prepare their pricing model as per the terms and conditions of the RFS and keep the PPA Tariff ready for keying in their Price Bid after the E-Reverse Auction
- E-Reverse Auction will be conducted on scheduled date & time, which shall be intimated to all the Bidders in advance
- The Bidder shall not divulge either his Bids or any other exclusive details of APDCL to any other Party
- Bidders may note that, although extension time is fifteen (15) minutes, there is a time lag between the actual placing the Bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute hosting of the Price Bid
- It is brought to the attention of the Bidders that the Bid event will lead to the determination of final PPA Tariff only
- In case of any problem faced by the Bidder during E-Reverse Auction and for all bidding process related queries, Bidders are advised to contact the _____
- Nodal Agency shall not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end
- No queries shall be entertained while E-Reverse Auction is in progress

7.34. TERMS AND CONDITIONS FOR SUBSIDY PAYMENT

The subsidy for each eligible Project under each Project Group as provided in ANNEXURE-II, shall be released in two parts:

7.34.1. Advance subsidy payment of twenty (20%) percent of the subsidy value for PPA capacity of each Project under each Project Group as mentioned in Annexure – II within fifteen (15) days from the signing of PPA for fourteen (14) Months, if Power Producer is willing to deposit Bank Guarantee of equivalent amount.

7.34.2. Successful Bidder shall be required to submit BG (if Successful Bidder willing to take advance subsidy) fifteen (15) Days prior to advance subsidy requirement. Advance subsidy can be requested from Nodal Agency at any time before SCOD

7.34.3. Subsidy payment of remaining subsidy value, within forty five (45) Days from the Completion of Project, with adjustment of Advance subsidy, if any. To get the disbursement of subsidy payment, Power Producer shall require presenting:

- Application form for the installation of the RTS plant to the consumer premises in the prescribed format to the Sub – Divisional Engineer (SDE) of respective sub – divisional office, APDCL.
- Technical Feasibility Report carryout by the SDE of the concerned electrical sub division, APDCL
- Final approval for the installation of the RTS plant to the consumer premises issued by Sub – Divisional Engineer (SDE) of respective sub – divisional office, APDCL
- Work Completion Report duly signed by the Consumer, official of APDCL and the Power Producer
- Signed Copy of PPA agreement between Power Producer and Consumer
- Signed Copy of Interconnection Agreement executed between with SDE of concerned electrical sub – division, APDCL and the Consumer.
- Inspection report, Testing, Commissioning and synchronization report.

h) Coloured photograph of SPV Array, PCU and sign board duly certified by Inspecting Authority

7.34.4. Nodal Agency shall recover/ adjust LD/penalty from any subsidy payment due to the Power Producer. If recovery/ adjustment is not possible from payments due, the same shall be done through CPBG against the work order/PPA concerned. Lastly, if recovery/ adjustment of LD/ penalty is not possible against payment due or CPBG concerned, it shall be done against any CPBG of the Power Producer with Nodal Agency with respect to any other work

7.34.5. Though, the subsidy will be paid within 45 days of project completion, the sale of power by the power producer shall be permitted only after COD of the project is achieved

Note: All payment shall be made subject to the receipt of fund from MNRE, GOI.

PART – V: GENERAL CONDITION OF CONTRACT

7.35. SCOPE OF WORK

The Scope of work for the bidder include feasibility of installation in identified buildings, Obtaining No Objection Certificate (NOC)" from Distribution Company (DISCOM) for grid connectivity, execution of PPA (in the prescribed format attached herewith this RFS document), complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including Operation and Maintenance (O & M) of the project for a period of 25 years.

7.36. DISCOVERED TARIFF on e- Reverse Auction Process

- 7.36.1. The Discovered Tariff of 25 years shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a "single responsibility" basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 25 years, 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.
- 7.36.2. The discovered tariff quoted by the bidder is on lump sum turnkey basis and the bidder is responsible for the total Scope of work described at Clause 35 above
- 7.36.3. The discovered tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment of Incentive 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
- 7.36.4. The discovered tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable by Nodal Agency.
- 7.36.5. The Operation & Maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 25 years.

7.37. INSURANCE

- 7.37.1. The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cumerection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period, if required.
- 7.37.2. The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder

7.38. WARRANTIES AND GUARANTEES

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

7.39. TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

- 7.39.1. The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards as detailed in the Technical specifications of the RFS. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.
- 7.39.2. The specifications of the components should meet the technical specifications mentioned in RFS
- 7.39.3. 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.

7.40. METERING AND GRID CONNECTIVITY

Metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of APDCL and / or CEA (if available by the time of implementation). Nodal Agency could facilitate connectivity; however, the entire responsibility lies with bidder only

7.41. 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 subsidy. Minimum CUF of 16.0% should be maintained for a period of 5 years for fulfilling one of the conditions for release of CPG. The bidder should send the periodic plant output details to Nodal Agency for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions

7.42. PROJECT INSPECTION

All Projects, the project progress will be monitored by Nodal Agency 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 Nodal Agency or any agency/ experts designated / authorized by Nodal Agency from time to time.

PART – VI: CHECK LIST

7.43. CHECKLIST

7.43.1. Envelop – I

Sl. No	Particular	Format No	Copy Attached (hardcopies) (Yes / No)	Online Submitted (Scan Copies) (Yes / No)
1	Covering Letter	FORMAT 1	Yes / No	Yes / No
2	Bid processing Fee (Non-Refundable)		Yes / No	Yes / No
3	Bid Security (In Bank Guarantee)	FORMAT 4	Yes / No	Yes / No

7.43.2. Envelop – II

Sl. No	Particular	Format No	Copy Attached (hardcopies) (Yes / No)	Online Submitted (Scan Copies) (Yes / No)
1	Power of Attorney in favour of authorised signatory, on requisite value of stamp paper (Rs. 1000/-).	FORMAT 7	Yes / No	Yes / No
2	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)		Yes / No	Yes / No
3	General Particulars	FORMAT 2	Yes / No	Yes / No
4	Bidder's composition and ownership structure (applicable for companies)	FORMAT 3	Yes / No	Yes / No
5	Declaration for Eligibility Criteria Requirement (Financial)	FORMAT 8	Yes / No	Yes / No
6	Format For Certificate Of Relationship in case of Affiliate (if applicable)	FORMAT 9	Yes / No	Yes / No
7	Certificate of Incorporation	-	Yes / No	Yes / No
8	Undertaking Form	FORMAT 10	Yes / No	Yes / No
9	Consortium Agreement (If applicable)	FORMAT 12	Yes / No	Yes / No
10	Declaration	FORMAT 13	Yes / No	Yes / No
11	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	FORMAT 7	Yes / No	Yes / No
12	RFS Document Sealed and Signed along with the corrigenda and addenda (If any)	-	Yes / No	Yes / No
13	Declaration for Eligibility Criteria Requirement (Technical)	FORMAT 16	Yes / No	Yes / No

PART – VII: FINANCIAL BID FORMAT

7.44. Financial Bid Format

FINANCIAL BID PROJECT GROUP – [xx]

(To be submitted only with due encryption)

Project Group	Quoted Bid Capacity (MW)	Ceiling Tariff (INR/kWh)	Financial Bid for Project Group (INR/kWh]
Institution		2.75	
Social		2.75	

SEAL AND SIGN

AUTHORIZED SIGNATORY

PART – VIII: SCOPE OF WORK AND TECHNICAL SPECIFICATION

The proposed projects shall be commissioned as per the technical specifications given below. Any shortcomings will lead to cancellation of Subsidy in full or part as decided by APDCL. Domestic Modules are to be used failing which it will be assumed that system is not matching the requirement of the scheme and bidder's CPG shall be forfeited. Competent Authority's decision will be final and binding on the bidder.

The Bidder are hereby advised to take a note of the draft guidelines issued by MNRE dated 09-08-2016 or any amendments thereof in respect of minimum technical requirements, quality standards, best practices and specifications for grid connected roof top PV systems in addition to technical parameters mentioned in this RFP and comply accordingly.

7.45. Definition

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

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

7.45.1. SOLAR PHOTOVOLTAIC MODULES

7.45.1.1. The PV modules used should be made in India

7.45.1.2. The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 - requirements for testing, for safety qualification or equivalent IS

7.45.1.2.1. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701

7.45.1.2.2. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. Module capacity less than minimum 250 watts shall not be accepted

7.45.1.2.3. Protective devices against surges at the PV module shall be provided. Low voltage drop by pass diodes shall be provided.

7.45.1.2.4. PV modules must be tested and approved by one of the IEC authorized test centres.

7.45.1.2.5. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum or superior material (after approval from MNRE).

7.45.1.2.6. The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid.

7.45.1.2.7. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.

7.45.1.3. Other general requirement for the PV Modules and subsystems shall be the following:

7.45.1.3.1. The rated output power of any supplied module shall have tolerance of +/- 3%.

7.45.1.3.2. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.

7.45.1.3.3. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.

7.45.1.3.4. I-V curves at STC should be provided by bidder.

7.45.1.4. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module. This should be inside the laminate only

- Name of the manufacturer of the PV module
- Name of the manufacturer of Solar Cells.
- Month & year of the manufacture (separate for solar cells and modules)
- Country of origin (separately for solar cells and module)
- I-V curve for the module Wattage, I_m , V_m and FF for the module
- Unique Serial No and Model No of the module
- Date and year of obtaining IEC PV module qualification certificate.
- Name of the test lab issuing IEC certificate.
- Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO14001

7.45.1.5. **Warranties:**

a) **Material Warranty:**

- 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")
- Defects and/or failures due to manufacturing
- Defects and/or failures due to quality of materials
- Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option

b) **Performance Warranty:**

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25 year period and not more than 10% at the end of tenth (10th) Year of the full rated original output

7.45.2. **ARRAY STRUCTURE**

- a) Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements
- b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used, that can withstand the wind speed of the respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- f) Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof. The total load of the structure (when installed with PV Modules) on the terrace should be less than 60 kg/m²
- g) The minimum clearance of the structure from the roof level should be 300 mm.

7.45.3. **JUNCTION BOXES (JBs)**

- a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB shall be such that input & output termination can be made through suitable cable glands
- b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthing. It should be placed at 5 feet height or above for ease of accessibility

- c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups
- d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification
- e) All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers

7.45.4. DC Distribution Board Based on System Design Requirements

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

7.45.5. AC DISTRIBUTION BOARD

- a) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- c) The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- d) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz
- e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) Should conform to Indian Electricity Act and rules (till last amendment).
- h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 5 Hz

7.45.6. PCU/ Inverter

- a) As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the "Power Conditioning Unit (PCU)". In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the inverter, to the PCU/inverter should also be DG set interactive. The PCU should also have provision of the charge controller in case of system. If necessary, inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:
 - Switching devices: IGBT/MOSFET
 - Control Microprocessor /DSP
 - Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
 - Output frequency: 50 Hz
 - Grid Frequency Synchronization range: + 3 Hz or more
 - Ambient temperature considered: -20o C to 50o C
 - Humidity: 95 % Non-condensing
 - Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
 - Grid Frequency Tolerance range: + 3 or more
 - Grid Voltage tolerance: - 20% & + 15 %
 - Inverter efficiency(minimum): >93% (In case of 10kWp or above)
 - Inverter efficiency (minimum) : > 90% (In case of less than 10 kWp)
 - THD: < 3%
 - PF: > 0.9
- b) Three phase PCU/ inverter shall be used as required.

- c) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- d) 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.
- e) Built-in meter and data logger to monitor Project performance retrievable through external computer shall be provided.
- f) 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.
- g) 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 529 specifications.
- h) The PCU/ inverters should be tested from the MNRE approved test centres/NABL/BIS/IEC accredited testing-calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

7.45.7. **Integration of PV Power With Grid**

For better grid interaction and functioning of Project, the following arrangement shall be ensured by Power Producer:

- a) Project should have appropriate instruments installed at solar panel output, inverter and load to facilitate minute-wise recording and storage of monthly data (voltage, current, generation, consumption and grid injection) for twelve (12) Months of energy flow at various nodes.
- b) In case of network failure, or low or high voltage, Project shall go under islanding mode but not be out of synchronization so far as its operation with connected load is concerned. The supply from Project to the load points would be resumed, once the DG set comes into service, Project shall again be synchronised with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.
- c) The Project commissioned under the Assam Solar Energy Policy, 2017 as amended from time to time, shall be provided with reverse protection relays in order to prevent reverse flow of active power into the Grid. The relay and devices used for such arrangement shall be of relevant standards.

7.45.8. **Data Acquisition System/Project Monitoring**

- a) Data Acquisition System shall be provided for each of the solar PV Project.
- b) Data Logging Provision for Project control and monitoring, time and date stamped system data logs for analysis computer for data monitoring, metering and instrumentation for display of systems parameters and status indication to be provided.
- c) The following parameters should be accessible via the operating interface display in real time separately for Project:
 - a) AC Voltage
 - b) AC Output current.
 - c) Output Power
 - d) Power factor
 - e) DC Input Voltage
 - f) DC Input Current
 - g) Time Active
 - h) Time disabled
 - i) Time Idle
 - j) Power produced
 - k) Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage.
 - l) Frequency
- d) 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 Year and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- e) String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- f) 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.
- g) All instantaneous data should be available through RMS.
- h) Software shall be provided for USB download and analysis of DC and AC parametric data for individual Project.
- i) Provision for Internet monitoring and download of data shall be necessarily incorporated for projects.
- j) Remote Monitoring and data acquisition through Remote Monitoring System software with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and Comprehensive O &M/control to be ensured by the supplier. Provision for interfacing these data on Nodal Agency server and portal in future shall be kept.

Transform “If Required” & Metering

- a) Dry/oil type appropriate kVA, of transformer Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.
- b) The Power Producer must take approval/NOC from the concerned distribution licensee for the connectivity, technical feasibility, and synchronization of Project with distribution network and submit the same to Nodal Agency before Commissioning Project.
- c) Reverse power relay shall be provided by Power Producer (if necessary), as per the local distribution licensee's requirement

Power Consumption

Regarding the generated power consumption, priority needs to be given for internal consumption first and thereafter any excess power can be exported to the distribution licensee network.

7.46. PROTECTIONS

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

7.46.1. LIGHTNING PROTECTION

The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per NFC 17-102:2011 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.

7.46.2. SURGE PROTECTION

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

7.46.3. EARTHING PROTECTION

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

7.46.4. GRID ISLANDING:

- a) In the event of a power failure on the electric grid, it is required that any independent power producing inverters attached to the grid turn off in a short period of time. This prevents the DC to- AC inverters from continuing to feed power into small sections of the grid, known as “Islands.” Powered Islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- b) A manual disconnect 4-pole 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.

7.46.5. CABLES

- a) Cables of appropriate size to be used in the Project shall have the following characteristics:
 - a) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
 - b) Temp. Range: -10°C to +80°C.
 - c) Voltage rating 660/1000V
 - d) Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
 - e) Flexible
 - f) 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 Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
 - g) 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.

- h) The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. twenty five (25) Operational Years.
- i) The ratings given are approximately, Power Producer to indicate size and length as per system design requirement. All the cables required for the Project provided by the Power Producer. All cable schedules/layout drawings approved prior to installation.
- j) Multi Strand, Annealed high conductivity copper/aluminium conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored 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.
- k) The size of each type of DC cable selected shall be based on minimum voltage drop.
- l) 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 %.
- m) All such external electrical works shall be required to be done as per DISCOMs SOR.

7.46.6. CONNECTIVITY

- a) The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have to be followed for selection of voltage level in the distribution licensee's network for ready reference of the solar suppliers. The work should be done in compliance with respective regulations and policy.

7.46.7. TOOLS & TACKLES AND SPARES

- a) The requirement of maintaining tools, tackles and spares at site or at service center is left to the discretion of the bidder with a condition that the same would be made available immediately as and when required.
- b) The bidders are advised to ensure a response time of 24 hours and maximum expected turnaround time of 72 hours (under special circumstances, additional time limit may be considered).
- c) Minimum requisite spares to be maintained by the Power Producer, 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, shall be maintained at site or at nearest service centre for the entire period of Comprehensive O&M.

7.46.8. FIRE EXTINGUISHERS

- a) The firefighting system for the proposed Project for fire protection shall consist of portable fire extinguishers in the control room for fire caused by electrical short circuits. The installation of Fire Extinguishers should conform to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs.

7.46.9. DRAWINGS AND MANUALS

- a) Two sets of Engineering, electrical drawings and Installation and Comprehensive O&M manuals are to be supplied. Power Producer shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid with basic design of the Project and power evacuation, synchronization as also protection equipment.
- b) Approved ISI and reputed makes for equipment be used.
- c) For complete electro-mechanical works, Power Producer shall supply complete design, details and drawings to Nodal Agency.

7.46.10. PLANNING AND DESIGNING

- a) The Power Producer should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The Power Producer should submit the array layout drawings along with Shadow Analysis Report to the designated authority of Nodal Agency.
- b) Nodal Agency 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.
- c) The Power Producer shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The Power Producer shall submit one sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

7.46.11. SAFETY MEASURES

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

7.46.12. 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 control room, solar array area and main entry from administrative block. Text of the signage may be finalized in consultation with APDCL/ owner

PART – IX: SAMPLE FORMS AND FORMAT

FORMAT -1

COVERING LETTER

(The covering letter should be on the Letter Head of the Bidder/ Lead Member of Consortium)
Ref. No. _____ Date: _____

From: Insert name and address of Bidder)
Address _____

Tel.: _____ Fax: _____
E-mail address: _____

To: Chief General Manager (PP&D)
Assam Power Distribution Company Limited,
Bijulee Bhawan (Annex. Building), Paltanbazar, Guwahati.
Dist.: Kamrup (Metro), Pin: 781001, Assam, India.
Telephone No.: (0361) - 2735684
E-mail: gmnre.apdcl@gmail.com

Kind Attention: General Manager (NRE), APDCL

Sub: Request for Selection (RFS) for Selection of Bidders for Implementation of Roof Top Solar PV Projects aggregating to about ____ (in words) MWp under RESCO Model at various locations in the state of Assam with RFP Specification No.....

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the Request for Selection (RFS) for Standardization of Rates for work of Design, Engineering, Supply, Installation, Testing and Commissioning including Comprehensive Operation & Maintenance (for twenty five (25) Operational Years for Sale of Solar Power aggregating to about ____ (in words) MWp under RESCO Model at various locations in the state of Assam, India., hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFS.

We give our unconditional acceptance to the RFS, dated _____ and RFS attached thereto, issued by Assam Power Distribution Company Limited, as amended. As a token of our acceptance to the RFS, the same have been initialed by us and enclosed to the Bid. We shall ensure that we execute such RFS as per the provisions of the RFS and provisions of such RFS shall be binding on us.

Project Groups

We are pleased to submit our bid for the following Category against each Project Groups as mentioned in table below:

Participated in Project Group	Quoted Capacity (MW)

Bid Security

We have enclosed Bid Security in form of DD/Bank Guarantee for each Project Group of amount as mentioned in this RFS, details of which are hereunder:

Project Group	Quoted Capacity (MW)	Bid Security (INR Lakhs)	Bid Security Details

We have submitted our Financial Bid strictly as per this RFS, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Assam Power Distribution Company Limited in respect of any matter regarding or arising out of the RFS shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

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

Familiarity with Relevant Indian Laws & Regulations

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

We undertake that we have satisfied ourselves with the site conditions of the projects and our proposed financial bid takes into consideration the existing site conditions.

Contact Person

Details of the contact person are furnished as under

Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

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

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFS and subsequent communications from Assam Power Distribution Company Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFS and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of ninety (90) Days from Bid Deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____ 20_____
Thanking you,
We remain,

Yours faithfully,
Name,
Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution

GENERAL PARTICULARS OF THE BIDDER

FORMAT 2

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Web site	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred By any Govt. Dept. / undertaking for undertaking any work.	
8	Reference of any documentation formation attached by the Bidder other than specified in the RFS.	
9	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
10	Bidder is listed in India	Yes/No
11	TIN No.	
12	CST	
13	GST No.	
14	PAN No.	
15	Service Tax (ST-2)	
16	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
17	Partnership deed or LLPF/ Sole Proprietor registration (as applicable) enclosed	Yes/No

(Signature of Authorized Signatory)

With Stamp

SHAREHOLDING CERTIFICATE

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

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT FOR BANK GUARANTEE FOR BID SECURITY

(To be on non-judicial stamp paper of INR 1000/-)

Ref._____
Date:_____

Bank Guarantee No._____

In consideration of the [Insert name of the Bidder] (hereinafter referred to as Bidder) submitting the response to Request for Selection (RFS) for Selection of Power Producer for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about _____ (in words) MWp under RESCO Model at various locations in the state of Assam in response to the RFS No. Dated _____ issued Assam Power Distribution Company Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFS of [insert the name of the Bidder] as per the terms of the RFS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [Insert Name of the Place from the address of Nodal Agency] forthwith on demand in writing from Nodal Agency or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Insert amount] only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with this RFS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of 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 alterations 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 Rupees (Rupees _____ only). Our Guarantee shall remain in force until [insert date of Bid Validity Period in accordance with this RFP]. Only Nodal Agency shall be entitled to impose penalty equivalent to this Guarantee till _____ [Insert date which is 30 Days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that only the Nodal Agency shall have a right to impose penalty equivalent to 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 Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

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 Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

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

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

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

FORMAT FOR CONTRACT PERFORMANCE BANK GUARANTEE
(To be on non-judicial stamp paper of Minimum Rs. 1000/-)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as (Bidder) submitting the response to Request for Selection (RFS) for Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about _____ MWp under RESCO Model at various locations in the state of Assam in response to the RFS No. _____ dated _____ issued by Assam Power Distribution Company Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFS of [insert the name of the Power Producer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Power Producer and issuing LICA No. _____ to (Insert Name of Power Producer) as per terms of RFS and the same having been accepted by the selected Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [Insert Name of the Place from the address of the Nodal Agency] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Rupees _____ (Total Value in words)] only, on behalf of M/s [Insert name of the Power Producer / Project Company]. 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 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 alterations 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 Rupees _____ (both in numbers and words)

Our Guarantee shall remain in force until Nodal Agency shall be entitled to invoke this Guarantee till _____. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency 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 Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (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 Nodal Agency 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:

Signature

Name and Address _____

Signature

Name and Address _____

CHECK LIST FOR CPG

FORMAT 6

S. No.	Details of checks	YES/NO
1	Is the Bank Guarantee on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of Bank Guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the Bank Guarantee has been issued. Also the Stamp Paper should not be older than six (6) Months from the date of execution of Bank Guarantee).	
3	Has the executing Officer of Bank Guarantee indicated his name, designation and Power of Attorney No./Signing Power no. on the Bank Guarantee?	
4	Is each page of Bank Guarantee duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
5	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
6	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of Bank Guarantee and Validity of Bank Guarantee correctly mentioned in the Bank Guarantee	
7	Whether overwriting/cutting if any on the Bank Guarantee have been properly authenticated under signature & seal of executant?	

POWER OF ATTORNEY**(To be on non-judicial stamp paper of Minimum Rs. 1000/-)**

Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. _____ (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Selection of Bidders for Implementation of Roof Top Solar PV Projects aggregating to about ____ (in words) kWp under RESCO Model at various locations in the state of Assam in response to the RFS No..... Dated: _____ issued by Nodal Agency 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 Nodal Agency may require us to submit. The aforesaid Attorney is further authorized for making representations to the Assam Power Distribution Company Limited and providing information / responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFS.

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

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

Signed by the within named
(Insert the name of the executants company)
through the hand of
Mr. _____
duly authorized by the Board to issue such Power of Attorney
Dated this _____ day of _____
Accepted _____

Signature of Attorney
(Name, designation and address of the Attorney)
Attested _____

(Signature of the executant)
(Name, designation and address of the executant)

Signature and stamp of Notary of the place of execution
Common seal of _____ has been affixed in my/our presence pursuant to Board of Director's Resolution dated _____

WITNESS

(Signature)
Name _____
Designation _____

(Signature)
Name _____
Designation _____

FORMAT 8**FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT**
(To be submitted on the letterhead of Bidder/ Lead Member/ Member of Consortium)

To,

The Chief General Manager (PP&D)
Assam Power Distribution Company Limited
Bijulee Bhawan, Paltanbazar, Guwahati – 01

Dear Sir,

Sub: Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about ____ (in words) MWp under RESCO Model at various locations in the state of Assam in response to the RFS No: Dated:

We submit our Bid for which details of our Financial Eligibility Criteria Requirements are as follows.

Net worth of Indian Rupees _____ Lakh computed as per instructions provided in this RFS based on unconsolidated audited annual accounts (refer Note-1 below). The relevant financial statement for respective years shall be enclosed, duly signed by authorised signatory

Name of Entity being evaluated	Financial Year	Net-worth (INR Lakh)

Note:

The bidders shall declare in undertaking (Format-11) the criteria on which they fulfil the financial eligibility as per the provisions of this RFS.

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

(Signature and stamp (on each page) of Chartered Accountant)

Name: _____

Date: _____

Place: _____

Notes:

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

FORMAT 9

FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER

To,

The Chief General Manager (PP&D)
Assam Power Distribution Company Limited
Bijulee Bhawan, Paltanbazar, Guwahati – 01

Dear Sir,

Sub: Request for Selection (RFS) Selection of Bidders for Implementation of ____(in words) MWp Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model at various locations in the State of Assam

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

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

a) In case of Bidder being Company/ LLP/ Partnership Firm/ Sole – Proprietor

Name of Company/ LLP/ Partnership Firm/ Sole – Proprietor	Name of the Affiliate	Details of Equity Holding of

Or

b) In case of Bidder being Consortium

Name of the Member of the Consortium	Name of the Affiliate	Details of Equity Holding of

Yours Faithfully

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder/ Member of Consortium)

UNDERTAKING FORM
Undertaking from Affiliate of Bidder/ Lead Member/ Member of Consortium

Name: _____

Full Address: _____

Telephone No.: E-mail address: Fax/No.: _____

To,

The Chief General Manager (PP&D)
Assam Power Distribution Company Limited
Bijulee Bhawan, Paltanbazar, Guwahati – 01

Dear Sir,

We refer to the RFP No: Dated: for Request for Selection (RFS) for Selection of Bidders for Implementation of ____ (in words) MWp Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model at various locations in the State of Assam.

We have carefully read and examined in detail the RFS regarding submission of an undertaking, as per the prescribed Format at Annexure of the RFS.

We confirm that M/s (Insert name of Bidder) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in the RFS referred to above in terms of Net-worth.

We have also noted the amount of the Performance Guarantees and Bid Security required to be submitted as per the RFS by (Insert the name of the Bidder) in the event of it being selected as the Power Producer.

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

We also undertake that we shall maintain our ownership in M/s _____ (insert name of bidder) at minimum 26% for period of one (1)Year from COD, subject to provisions of the RFS. (in case of affiliate)

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

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

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

WITNESS

(Signature)
Name _____
Designation _____

(Signature)
Name _____
Designation _____

FORMAT 11

FORMAT FOR AGREEMENT
(To be submitted on non-judicial stamp paper of INR 1000/-)

This agreement is signed on this ---- (day)----- of ----(month)---- of ----(year)----- at Guwahati between M/s----- (here-in-after called as "Party No 1"), and Assam Power Distribution Company Limited, Guwahati (here-in-after called as "Party No.2"), on the following terms and conditions:

That, the "Party No.1" has agreed to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFS No: Dated: issued by "Party No.2".

That, the "Party No.1" has also agreed to execute work of Design, Engineering, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model as per scope of work, specifications and all terms and conditions mentioned in RFP No: Dated: issued by "Party No.2", on the rates already accepted / agreed upon.

That, the rates discovered after e-Reverse Auction are valid up to ____-____-20____.

That, all terms and conditions, scope of work and specifications mentioned in RFS No: Dated: issued by "Party No.2", which have been agreed upon and also the condition(s) contained in the correspondence(s) made in this matter will also form part of this Agreement.

That all the terms and conditions of the Agreement for twenty five (25) Operational Years Comprehensive O&M shall form part of this agreement.

That, in the event of any dispute or difference whatsoever arising under this Agreement, the same shall be referred to arbitrator which shall be as per the provisions of the Indian Arbitration Act, 1996 and the Rule(s) there under. All the proceedings under arbitration will take place in Guwahati. The award in such arbitration shall be final and binding on both the parties. In this case, the arbitrator shall be Principal Secretary, Power Electricity Department, Govt. of Assam, / Managing Director, Assam Power Distribution Company Limited., Guwahati.

The agreement will be valid up to ____-____-20____. The validity period may be extended further with the Mutual Consent on unchanged Terms & Condition(s), Specification(s) and Rate(s) up to one Year.

For, the matter(s) of any dispute between the "Party No.1" and "Party No.2" shall be subjected to Guwahati jurisdiction.
That, this agreement executed between the parties who affix their signatures at Guwahati, in witness whereof the parties hereto have signed the agreement:

Witnesses;

Party No.1
1.

Party No.2
2.

FORMAT 12

FORMAT FOR CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for Participation in “Request for Selection (RFS) for Selection of Bidder for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model at Various Locations in the State of Assam

(To be executed on Stamp Paper of INR 1000/-)

THIS JOINT BIDDING AGREEMENT is entered into on this _____ day of _____ 2019.

BETWEEN

{_____, party on **First Part** of consortium} and having its registered office at _____ (Hereinafter referred to as the "**First Part**" or "**Lead Member**" 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**" or "**Member**" 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 as a "**Party**"

WHERE AS.

- i. Assam Power Distribution Company Ltd. (hereinafter referred to as the “**APDCL**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its RFS No: Dated: for award of the rate contract/ work under “Selection of Bidders for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model at Various Locations in the State of Assam (hereinafter called “**Project**”) and Selection of Bidders for the same.
- ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFS document and other bid documents in respect of the Project, and
- iii. It is a necessary condition under the RFS document that the members of the Consortium shall enter into a Consortium 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 above mentioned RES.

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process in a Project Group as per Table 1 of this RFS, only through this Consortium and not individually and/ or through any other consortium constituted for this RFS, either directly or indirectly or through any of their Affiliate(s).

2. Role of the Parties

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

g) The parties agree to submit bid as Consortium for following Project Groups:

Project Group	Participation* (Yes / No)

*Note: Bidder shall mention 'Yes' corresponding to Project Groups it wants to bid and clearly mention 'No' for Project Groups where it does not intend to bid

- b) Only First Part shall be evaluated for qualification against technical eligibility criteria as per RFS.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by APDCL and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFS, all obligations as per RFS shall be borne by the First Part.
- e) Second Part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by APDCL.
- g) Subject to the terms of this agreement, the share of each Member of the Consortium in the "issued equity share capital" shall be in the following proportion: (if applicable)

Name of Member	Proposed % Equity holding
Lead Member (At least 50%)
Member	

3. 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 further in accordance with the LICA subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

4. 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 APDCL. Party of First Part would decide on the representative of Consortium at APDCL.

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:

(Signature)
(Name & Designation)
(Address)

SIGNED, SEALED AND DELIVERED For
and on behalf of Second Part:

(Signature)
(Name & Designation)
(Address)
In Presence of :

In Presence of :

Witness -1

Witness -2

Witness -1

Witness -2

DECLARATION
(Required to be submitted by the Bidder on Original Letter Head of company)

We have carefully read and understood the enclosed Terms and Conditions of the RFS and agree to abide by them.
We declare that we are (please specify & tick mark the relevant point(s) and cross the others):

1. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of APDCL.
2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFS/ Contract Agreement shall be entirely ours.
3. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with Nodal Agency in any form while preparing RFS.

If this Declaration is found to be incorrect or if any RFS Condition is found violated by us, then without prejudice to any other action, our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)
(Name & Designation in block letters)

FORMAT FOR BANK GUARANTEE (BG) FOR ADVANCE SUBSIDY
(To be on non-judicial stamp paper of Minimum Rs. 1000/-)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as (Bidder) submitting the response to Request for Selection (RFS) for Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about _____ MWp under RESCO Model for Sale of Solar Power at various locations in the state of Assam in response to the RFS No. _____ dated _____ issued by Assam Power Distribution Company Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFS of [insert the name of the Power Producer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Power Producer and issuing LICA No. _____ to (Insert Name of Power Producer) as per terms of RFS and the same having been accepted by the selected Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [Insert Name of the Place from the address of the Nodal Agency] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Rupees _____ (Total Value in words)] only, on behalf of M/s [Insert name of the Power Producer / Project Company]. 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 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 alterations 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 Rupees _____ (both in numbers and words)
Our Guarantee shall remain in force until Nodal Agency shall be entitled to invoke this Guarantee till _____. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency 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 Nodal Agency, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (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 Nodal Agency 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:

Signature
Name and Address _____

Signature
Name and Address_____

FORMAT 15

TECHNICAL ELIGIBILITY CRITERIA REQUIREMENT
(To be submitted on the letterhead of Bidder/ Lead Member/ Member of Consortium)

To,

The Chief General Manager (PP&D)
Assam Power Distribution Company Limited
Bijulee Bhawan, Paltanbazar, Guwahati – 01

Dear Sir,

Sub: Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about ____ (in words) MWp under RESCO Model at various locations in the state of Assam in response to the RFS No: Dated:

We submit our Bid for which details of our Technical Eligibility Criteria Requirements are as follows.

Sl. No	Rooftop Solar Power Plant Capacity (kW)	Name of Organization & Work Order / Contract No	Type of Solar Plant (Off Grid / On-Grid)	Enclose copy of work order (Yes/No)	Enclose Copy of Work Commissioning Certificate (Yes/No)

Note:

The relevant financial statement for respective years has also been enclosed, duly signed by authorised signatory as per the provisions of this RFS.

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

ANNEXURE I: MODEL POWER PURCHASE AGREEMENT

ANNEXURE II: PROJECT GROUPS AND CAPACITIES