

# KFW INVITATION FOR BID

<b>Date:</b>	11.08.2020 (Tuesday)
<b>Loan Ref. No. and Title:</b>	<b>BMZ 2015 67 981</b> <b>Scaling Up Demand Side Energy Efficiency (Sector) Project</b>
<b>Contract Nos. and Title:</b>	<b>Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and O&amp;M of 279 MW (cumulatively) Solar Power Generating System (SPGS) ranging from 2 MW to 10 MW at various locations in Maharashtra.</b>
<b>Deadline for Submission of Bids:</b>	25.09.2020 1430 Hrs (IST) (Friday)

1. India has received financing from the KFW towards the cost of **Scaling Up Demand Side Energy Efficiency (Sector) Project**. Part of this financing will be applied to eligible payment under the contract for which this Invitation for Bids is issued.
2. The **Energy Efficiency Services Ltd.(EESL)** (Employer) now invites online Bids from eligible Bidders for the following:  
  

**“Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and O&M of 279 MW (cumulatively) Solar Power Generating System (SPGS) ranging from 2 MW to 10 MW at various locations in Maharashtra.”**
3. The detailed scope of works for above packages is described in the Bidding Documents.
4. **International competitive bidding** will be conducted in accordance with KFW's [Single Stage: Two-Envelope](#) Bidding Procedure and is open to all Bidders from eligible source countries.
5. The complete Bidding Documents including tender drawings shall be available for inspection and downloading at EESL's website <https://eesl.eproc.in> (hereinafter referred to as the 'portal') from 11.08.2020 to 1400 Hrs. (IST) on 25.09.2020 . A Pre-Bid conference will be held on 11.09.2020 as mentioned at ITB Clause 7.4 of Section-2 of tender document. The detailed Qualifying Requirements (QR) are given in the Bidding Document.
6. Interested bidders have to necessarily register themselves on the portal <https://eesl.eproc.in> as explained in Para 6.1 below to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s C1 India Pvt Ltd Gurgaon at following address to complete the registration formalities:

M/s C 1 India Pvt Ltd.,  
Gulf Petro-Chem Building,  
Building No 301, 1<sup>st</sup> Floor,  
Udyog Vihar Phase II,  
Gurgaon – 110 048  
Contact No.: 0124 430 2000; 88268 14007.  
Email-ID: sandeep.bhandari@c1india.com

**A onetime fee of INR 5000 is to be paid for this registration.**



Signature :-  
Subject : CN=PRASHANT KUMAR, ST=DELHI, OID.2.5.4.17=110003, OU=SUPPLY CHAIN  
MANAGEMENT, O=ENERGY EFFICIENCY SERVICES LIMITED, C=IN  
User ID : p.kumar  
Serial No : 11D14A5

Digital Signature Certificates (DSCs): To carry out e-Procurement using e-Procurement portals, all bidders will be required to obtain valid DSC of Class 3 (Signing + Encryption) issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. Bidders are solely responsible for purchase of valid Digital Signature Certificate from authorized Certification Authorities and safe keeping of the certificates. The e- mail address specified in the Digital Signature Certificate shall match with the e-mail address specified in the user profile created during supplier registration. Bidders shall take due care to safe keep the e-Procurement system and DSC token passwords. The Employer shall not be responsible for inability of bidder to participate in a tender due to loss of password by bidder or inability of the bidder to retrieve password. The Employer shall not be responsible for failures or breakdowns of systems, other than those, strictly within the control of Employer and its e- Procurement service provider. Bidders shall take due care to ensure purchase of Digital Signature Certificate requisite for tender submission in the e-Procurement portal, availability of internet connectivity and requisite client software.

- 6.1 Registration on e-Procurement portal: As stated above, Bidders have to be registered in the e-Procurement portal to be able to participate in tenders published on the site. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In portal terminology, this person will be referred to as the 'Super User' (SU) of that organization. For further details, please visit the website [www.eeslindia.org](http://www.eeslindia.org), and click on the 'E-Tendering' link (on the Home Page), and follow further instructions.

Please note that even after acceptance of your registration by the Service Provider, Bidders need time to complete the mandatory activities related to their organization and prospective bidders are advised to plan accordingly.

- 6.2 They may obtain further information regarding this IFB from the office of CGM (SCM) EESL at the address given at para 12.0 below from 1500 hours to 1700 hours on all working days till the deadline as per para 5.0 above.

For proper uploading of the bids on the portal namely <https://eesl.erpoc.in> it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting M/s C 1 India Pvt Ltd, Gurgaon directly, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section II – ITB of the Bidding Documents.

7. Tender Document fee of US \$ 330 (Three Hundred Thirty Only) or in Indian Rupees Rs 25000 (Twenty-Five Thousand Only) as demand draft in favour of Energy Efficiency Services Ltd., payable at New Delhi / Noida shall be paid with the submission of the documents in line with Clause 11 of Section 2, Bid Data Sheet.
8. Soft Copy parts of bids shall be uploaded up to 1430 Hrs. (IST) on 25.09.2020. The original documents as per clause 11 of the Bid Data Sheet shall be received up to 1430 Hrs.(IST) on 25<sup>th</sup> Sept, 2020. The Techno-Commercial part (First Envelope) shall be opened online on 25<sup>th</sup> Sept, 2020 at 1500 Hrs. (IST).

The schedule for opening of Price part (Second Envelope) shall be intimated separately, as per the bidding documents.



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- 8.1 The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.
9. Bids must be accompanied by a Bid Security in the amount as stated in the Bidding Document (Bid Data Sheet).
10. Alternative Bids shall not be permitted.
11. EESL will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or submission of Bids.
12. All correspondence with regard to the above shall be made to the following address:

**(By Post/In Person)**  
**Chief General Manager, SCM**  
**Energy Efficiency Services Ltd.,**  
**Core 3, Sixth Floor,**  
**Scope Complex, Lodhi Road**  
**New Delhi, 110003**  
**E-mail address: [scm@eesl.co.in](mailto:scm@eesl.co.in)**

For more information on EESL, please visit the site at <http://www.eeslindia.org>



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# Section 1 - Instructions to Bidders

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Single-Stage Two-Envelope

Procurement of Plant

Bidding Document for:

"Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and O&M of 279 MW (cumulatively) Solar Power Generating System (SPGS) ranging from 2 MW to 10 MW at various locations in Maharashtra"



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# Section 1 - Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of plant and services as specified in Section 6 (Employer's Requirements). The name, identification, and number of lot/s (contract/s) of the open competitive bidding (OCB) are provided in the BDS.
  - 1.2 Throughout this Bidding Document,
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) "day" means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the KfW (hereinafter called "KfW") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by KfW will be made only at the request of the Borrower and upon approval by KfW in accordance with the terms and conditions of the Financing Agreement between the Borrower and KfW (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
  - 3.1 KfW requires Borrowers (including beneficiaries of KfW-financed activity), as well as Bidders, Suppliers, and Contractors under KfW-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, KfW
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
      - (ii) "fraudulent practice" means 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;
      - (iii) "coercive practice" means 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;

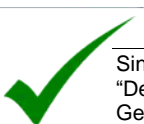
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- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "abuse" means theft, waste or improper use of assets related to KfW-related activity, either committed intentionally or through reckless disregard;
  - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
  - (vii) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an KfW investigation, or deliberately making false statements to investigators, with the intent to impede an KfW investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of KfW's contractual rights of audit or inspection or access to information; and
  - (viii) "integrity violation" is any act which violates KfW's anticorruption principles, including (i) to (vii) above and the following: retaliation against whistleblowers or witnesses, and other violations of KfW's anticorruption principles, including failure to adhere to the highest ethical standard.
- (b) 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 or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of KfW-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to KfW to remedy the situation;
  - (d) will have the right to require that a provision be included in the Bidding Documents and in contracts financed by KfW, requiring Bidders, suppliers and contractors to permit KfW or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by KfW.

3.2 All Bidders, consultants, contractors, suppliers, and other third parties engaged or involved in KfW-related activities have a duty to cooperate fully in any screening or investigation when requested by KfW to do so. Such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing KfW with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by KfW, authorizing other related entities to release directly to KfW such information that is specifically and

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materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;

- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on KFW activities;
  - (e) cooperating in any testing requested by KFW, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
  - (f) preserving and protecting confidentiality of all information discussed with, and as required by, KFW.
- 3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, sub-contractors and other third parties engaged or involved in KFW-related activities, such sub-consultants, sub-contractors and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by KFW to do so.
- 3.4 The Employer hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provision stated in GCC 9.6 and GCC 42.2.1 (c).

#### 4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5 - or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,
- (a) all partners shall be jointly and severally liable, and
  - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all partners constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
  - (b) they receive or have received any direct or indirect subsidy from any of them; or

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Single-Stage Two-Envelope

Procurement of Plant

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- (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a subcontractor in another Bid or of a firm as a subcontractor in more than one Bid; or
  - (f) a Bidder, joint venture partner, associates, parent company or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the plant and services that are the subject of the Bid; or
  - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract; or
  - (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.
- 4.4 Government-owned enterprises in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer.
- 4.5 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.6 The borrower is entitled to exclude bidders if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country or if the bidder has been included in the list of sanctions of the United Nations, of the EU, of the German Government or in any other list of sanctions.
- 4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

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- 5. Eligible Plant and Services**
- 5.1 The plant and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 and all expenditures under the Contract will be limited to such plant and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the plant, or component parts thereof are mined, grown, produced, or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

## B. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**  
 Section 1 - Instructions to Bidders (ITB)  
 Section 2 - Bid Data Sheet (BDS)  
 Section 3 - Evaluation and Qualification Criteria (EQC)  
 Section 4 - Bidding Forms (BDF)  
 Section 5 - Eligible Countries (ELC)
- PART II Requirements**  
 Section 6 - Employer's Requirements (ERQ)
- PART III Conditions of Contract and Contract Forms**  
 Section 7 - General Conditions of Contract (GCC)  
 Section 8 - Special Conditions of Contract (SCC)  
 Section 9 - Contract Forms (COF)
- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS, or raise inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

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