

**EOI Document
for
Selection of partner for setting up of Grid Connected
Solar PV Power Project in India under Central Public
Sector Undertaking (CPSU) Scheme**

EOI No: TCIL/DT/16/HQ/332/02/2021/N/1413

Date of Issue: 18th March 2021

Issued By:
Wireless Infrastructure Division



Telecommunications Consultants India Ltd.
(A Govt. of India Enterprise)
TCIL Bhawan, Greater Kailash-I New Delhi – 110048 (India)
Telephone.:011-26202020
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CIN No.:U74999DL1978GOI008911

EOI No.: TCIL/DT/16/HQ/332/02/2021/N/1413

SECTION-1

Expression of Interest(EOI)

INTRODUCTION:

EOIs are invited from all eligible bidders for Tie-up with TCIL for Selection of partner for setting up of Grid Connected Solar PV Power Project in India under Central Public Sector Undertaking (CPSU) Scheme

Telecommunications Consultants India Ltd. (TCIL) is a Govt. of India Enterprise, under Department of Telecommunications, Ministry of Communications. Matching technical expertise with customer requirements TCIL has been offering flexible specialized solutions from Consultancy, Planning to Turnkey Commissioning of Projects in Telecom, Solar Power, Civil and Information Technology Sectors.

This EOI is issued for selection of partner/SPV who is willing to execute the project for setting up of Grid Connected Solar PV Power Project in India under Central Public Sector Undertaking (CPSU) Scheme.

Bidder who has a prior experience of similar work & willing to work with TCIL exclusively may submit their sealed bid along with documents as mentioned in the below paras.

Submission of Online Bids is mandatory for this EOI. Prospective bidders need to submit their bids with most competitive Techno-commercial offer for the aforesaid work. EOI document/Corrigendum/Amendments and Clients Tender/Amendments/Corrigendum are available on TCIL website (<https://www.tcil.net.in/nit.php>) & GePNIC portal (www.etenders.gov.in). The important dates are as given below:-

IMPORTANT DATES

Date of Posting of EOI:	18-03-2021
Start Date of downloading/viewing EOI:	18-03-2021
Last date & time for seeking clarification, if any:	24-03-2021, 11:00 Hrs
Start Date & time for Online submission of Bids:	22-03-2021, 10.00 Hrs
Last Date & time for Online submission of Bids:	24-03-2021, 15.00 Hrs
Opening of Technical Bid (Part-I):	25-03-2021, 15:30 Hrs
Online Opening of Financial Bid (Part-II):	To be notified later

SUBMISSION OF BID

Bids shall be submitted on GePNIC Portal (<http://etenders.gov.in>). Bidders are advised to visit GePNIC portal (<http://etenders.gov.in>) and/or TCIL website regularly for updates/amendments, if any. Bidders can contact NIC for Telephonic Help Support on Toll Free Help Desk Number for requisite queries regarding registration, training, demonstration, minimum system requirements etc. of Government e-Procurement System of NIC (GePNIC).

The bidder is requested to submit the following documents offline (i.e. physically) in the Room No. 406, 4th Floor, TCIL Bhawan, Greater Kailash-I, New Delhi-110 048 or by post before the due date & time of submission in a Sealed Envelope. The envelope shall bear the EOI No. & Description and the words 'DO NOT OPEN BEFORE' (mention due date & time). If the

envelope is not marked as specified above, TCIL will not assume any responsibility for its misplacement, pre-mature opening etc.

- Bid Security declaration in the prescribed format.
- Power of Attorney in physical mode on stamp paper duly notarized as per law in India or extract of Board resolution (in Original) authorizing the signatory to act on behalf of the bidder. **The bidder should ensure that the Digital Signature used for uploading the tender document in GePNIC portal should be of the authorized person mentioned in Power of Attorney/ Board Resolution only.**
- Duly signed Integrity Pact document
- Indemnity Bond as per Sr No. 8 and 1(xxiii)
- POA

1. ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documentary Proof
i.	The bidder should be an Indian Registered Company under Companies Act 1956 or 2013/ Proprietorship /Partnership Firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof of bidder.	i. Certificate of Incorporation/ Memorandum & Articles of Association ii. PAN and GST Copy of the party. iii. Partnership Deed in case of partnership firm. iv. Registration Certificate v. Address Proof
ii.	The bidder should have a valid PAN and GST Registration	Copy of PAN card and GST Registration certificate should be submitted in the bid.
iii.	The Bidder should not be debarred/banned/restricted /blacklisted by any Union Govt./State Govt. /PSU in India or abroad as on date of submission of the Bid.	Bidder shall submit No Conviction Certificate (as per enclosed TCIL format) on its company letterhead
iv	The Bidder shall declare the Estimated Capital Cost Bidding for, in the Technical Bid. Estimated Cost Bidding for will be equal to (A x B) Crores where A= the total number of Megawatt the bidder is quoting for (minimum being 50 MW) and B= 6.0585 Crores	Bidder shall submit this declaration on its company letterhead

v.	<p>The bidder shall fulfill the following financial criteria:</p> <p>i. Average Annual Financial Turnover during the last 3 years, ending 31st March 2020 should be at least 50% of amount declared in Clause (iv)</p> <p>Note: Turnover refers to standalone of the company and not the group turnover of its subsidiaries / group companies etc.</p> <p>ii. Net Worth of the Company/firm during last audited financial year 2019-2020 should be positive.</p> <p>iii. Profit of last 2 financial years should be positive</p>	<p>Please submit Annual Report containing duly audited Balance Sheet and Profit & Loss Account for the last three financial years.</p> <p>In case audited Balance sheet and Profit & Loss Account for FY 2019 - 20 is not available, the bidder can submit provisional Balance sheet and Profit & Loss Account for the FY 2019-20, duly certified by CA.</p>
vi.	<p>The Bidder should have Experience of having successfully completed/running similar works, as on 28 February 2021, in not more than the time period stipulated by IREDA in its tender, should be either of the following:-</p> <p>Three similar works each value not less than 40% of amount declared in Clause (iv)</p> <p>Or</p> <p>Two similar works each value not less than 50% of amount declared in Clause (iv)</p> <p>Or</p> <p>One similar work value not less than 80% of amount declared in Clause (iv)</p>	<p>The bidder should submit supporting document i.e. work order / Agreement /PO /Contract and completion certificate/Proof of running works from Client from providing Grid Connected Solar Power Project</p>
vii.	<p>The bidder must be ready to invest for complete project. The bidder should have sufficient solvency to complete the project</p>	<p>(a) Bankers Certificate as documentary evidence to be submitted.</p> <p>(b) Undertaking from Bidder on Letter Head.</p>
viii.	<p>Consortiums are allowed</p>	<p>In case of a consortium the same shall be formed under a duly stamped consortium agreement and signed by the authorized signatories of the companies. One of the partners shall be designated as a "Prime Bidder" with whom TCIL will sign Consortium Agreement /Consortium MOU and with whom all correspondence related to this project shall be done. In Consortium all the members shall be equally responsible to complete the project; however prime bidder shall give an undertaking for successful completion of the project. In case of any issues, prime bidder would be responsible for all the penalties</p>

ix.	The bidder should not be from the restricted country sharing a land border with India as per Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019 -PPD, dated 23-07-2020.	An undertaking on the bidder's letterhead to be submitted.
x.	The bidder shall have to submit Integrity Pact formats with the Technical Bid.	Integrity Pact formats may be downloaded from the TCIL website www.tcil.net.in
xi.	The technically qualified bidder selected by this EOI shall have to sign a Consortium MOU/Consortium Agreement to exclusively bid with TCIL in a Silent Consortium for the client's tender	An undertaking to this effect on letterhead must be submitted
xii.	The successful bidder shall submit the application fees, document processing fees, success fees etc on behalf of TCIL as required in the client's tender at the time of signing of Consortium MoU/Consortium Agreement with TCIL	An undertaking to this effect on bidder's letterhead must be submitted
xiii.	The bidders need to sign Bid Security Declaration accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the EOI document	A Bid Security Declaration format is enclosed
xiv.	If TCIL wins the contract and the same is awarded to bidder by TCIL on back to back basis then the successful bidder shall submit PBG of 3% or as per requirements of the client whichever is higher	An undertaking to this effect on bidder's letterhead must be submitted
xv.	Signatory for signing the Bid, Consortium MoU/ Consortium Agreement/Contract etc should be duly authorized by Competent Authority	Power of Attorney for the Signatory authorized by the MD / Board of Prime Bidder if in consortium. The format of Power of Attorney is enclosed
xvi.	All inclusive Prices, Taxes & Duties and all other charges applicable to complete the work as per Clients Tender shall be factored by the bidder in the Price Bid. The bidder should be entirely responsible for all Taxes, Duties, Fees, Insurance etc	Undertaking by bidder on letterhead from the Authorized Signatory to this effect
xvii.	VGF payment due to prospective Partner shall be after receipt of VGF payment from IREDA by TCIL However no advance payment shall be applicable. The	An undertaking to this effect on bidder's letterhead must be submitted
xviii.	Full Liquidated Damages shall be on bidder account	An undertaking to this effect on bidder's letterhead must be submitted
xix.	All cost and responsibilities shall be as per client's tender and shall be on Prospective Partner account on back to back basis.	An undertaking to this effect on bidder's letterhead must be submitted
xx.	With respect to Client's Tender and this TCIL EOI Bidder should give a clause by clause compliance with explanations as necessary to all clauses, terms & conditions and requirements of this EOI and Client's Tender document.	Compliance statement duly signed and stamped by POA to be enclosed with the Technical Bid

xxi.	The responsibility of selling the Power generated from the Project to Government/Government entities/ DISCOMs and collecting the dues shall be of the Prospective Partner in coordination with TCIL as front partner.	An undertaking to this effect on bidder's letterhead must be submitted
xxii.	All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this EOI shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, TCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996, as amended from time to time, and the venue of the arbitration shall be in New Delhi	Undertaking on bidders Letter head accepting this clause
xxiii	If TCIL is awarded the work by the client, Risk and Cost clause will be applicable to the successful bidder of this EOI	Undertaking accepting this clause on Rs 100/- non-judicial stamp paper
xxiv	The Proposals must remain valid for any period as requested for by the Client from Bid due date specified by client in the tender	Undertaking on bidders Letter head accepting this clause

xxv.	Mandatory Undertaking to be submitted	<p>Original by the Bidder on the Letter Head duly Signed and stamped by the Authorized Signatory stating that :</p> <p>“Our Bid Document for TCIL EOI No. _____ , Dated _____ In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit:</p> <p><i>“ We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that (in case of Consortium all the Consortium Partners) this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.].Further, the bidder will not source those products & services whose beneficial owner is from such countries (which share Land Border with India), unless beneficial owner is registered with Competent Authority”.</i></p>
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Note:

- a) The bidder has to mandatorily provide necessary supporting documents as a proof of eligibility as mentioned above.
- b) All necessary documents mentioned elsewhere in the tender document must be submitted to prove their eligibility. If the required documents are not submitted along with the bid, the bid is liable to be rejected.

2. The proposal should comprise of the following:-

- **Technical Proposal :**

- Qualification documents.
- Presentation/proposal for turnkey scope of work as asked for by client
- Project Management Methodology
- Technical Compliance with document reference.
- Tender and EOI Compliance.
- ISO Certificates
- Other documents as required

- **Financial Proposal :**

- Price Bid in format

3. Cost of bidding: The bidder shall bear all costs associated with the preparation and submission of its response to this EOI. TCIL will in no case be responsible for these costs, regardless of the conduct or outcome of the EOI process.
4. All other terms & conditions not defined above shall be as per clients Tender no RFS No : 23016/1/2020-IREDA/RfS/5000 MW/ 012021 dated 29/01/2021
5. The bidder having H1 % of Revenue share to TCIL out of collected Usage Charges from Govt Entities/DISCOM will be selected as successful bidder. All other bidders who are willing and agree on H1 revenue share shall also be allowed.
6. The bidders can opt for any amount of capacity from 50 MW to 5 GW depending upon his qualification as per eligibility criteria in point 1 above.
7. The bidder should be ready to invest for the entire project duration as backend partner of TCIL and will give full support for SITC and O&M on BOO model.
8. The successful bidder shall indemnify TCIL against all claims which may arise in supply/services of inferior and low quality and not conforming to specification prescribed. Indemnity bond on Rs 100/- Non Judicial stamp paper is to be submitted along with the bid.
9. Right to accept or reject any or all Bids: TCIL reserves the right to accept or reject any bid and to annul/cancel the process and reject all bids at any time without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder. The decision of TCIL is final and binding on all the participants.
10. TCIL reserves right to award the contract in the manner best suited to its requirement.
11. For any clarification regarding this EOI contact:

Mathew Mathai,
Joint General Manager (WI)
Telecommunications Consultants India Ltd.,
(A Govt. of India Enterprise)
Room 406, TCIL Bhawan,
Greater Kailash – 1,
New Delhi – 110020
Tel: +91-9868393792

E-mail: mathai.mathew@tcil.net.in

12. The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by them against this EOI are genuine.

In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit Performance Security submitted by the bidder and debar them from participation in future EOIs/tenders of TCIL for two years.

13. The bidder shall submit an undertaking stating that the bidder shall obtain GeM Seller ID by registering on GeM (if they are not already registered) and provide the same to TCIL, if prompted

by TCIL, failing which necessary action as deemed fit shall be initiated by TCIL and the same shall be binding on the bidder.

14. Purchase Preference to MAKE In INDIA as per Govt. of India guidelines shall be applicable.

15. Evaluation / Selection Criterion

Financial bid of only those bidders will be opened who are technically qualified as per eligibility criteria given above in this EOI. H1 rate (Highest share of agreed usage charges of not more than Rs. 2.20/kWh (without taxes or any other third party charges like wheeling and transmission charges and losses, point of connection charges and losses, cross-subsidy surcharges, State Load Dispatch Centre (SLDC)/ regional Load Dispatch Centre (RLDC) Charges, etc. as may be applicable)) derived from Price Bid Schedule will be selected as successful bidder.

16. The Bidders who are interested in forming SPV with TCIL can also submit their response in this EOI. For them the Financial Bid will bear "Not Applicable", although preference will be given by TCIL for bidders in EPC mode. Further in case of SPV route, TCIL may opt to exercise Right of Exit as per tender provisions, but selected partner has to ensure minimum 15% P.A. return on the amount invested. The bidder will submit a Proposal with complete details covering all points.

END OF SECTION-1

SECTION -2

PRICE BID SCHEDULE

To:

Telecommunications Consultants India Limited (TCIL),
TCIL Bhawan, Greater Kailash-I,
New Delhi – 110048

Dear Sir,

We, the undersigned, offer to provide the [Insert title of assignment] against your EOI No. [Insert EOI No.] dated [Insert Date]. Our Financial Proposal is as below : -

S.No.	Name of Bidder	% of Revenue share to TCIL out of collected Usage Charges from Govt Entities/DISCOMs
		To be filled in words and figures

Taxes, duties and all other applicable charges shall be paid extra by the bidder as per Govt. guidelines.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____
Address: _____
Date: _____

END OF SECTION-2

SECTION-3

No-Conviction Certificate

[To be submitted on the Letterhead of the Bidder]

Offer No.: _____
To _____

Date: _____

Telecommunications Consultants India Limited,
TCIL Bhawan, Greater Kailash-I,
New Delhi-110 048 (INDIA)

Sub: Self Declaration of not been blacklisted for [EOI No.] dated [EOI date]
Dear Sir,

This is to notify you that our Firm /Company/ Organization <**provide Name of the Firm/ Company/ Organization**> intends to submit a proposal in response to [EOI No.] dated [EOI date] for [EOI Name].

In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of goods / services as required under this [EOI No] dated [EOI date].
- b. We are neither banned/ debarred/ blacklisted/ put on holiday list nor action for banning / debarment / blacklisting / holiday listing has been initiated by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date of submission of the Bid.

Yours sincerely,

(Signature of the Authorized signatory of the Bidding Organisation)

Name:

Designation:

Contact details (including E-mail):

Business Address:

Date:

Seal:

END OF SECTION-3

SECTION - 4

FORMAT OF BID SECURITY DECLARATION

[On the letterhead of the Organization]

We, the undersigned, declare that:

We, M/s (herein referred as bidder) understand that, according to bid clause No. 1.6 bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Earnest Money Deposit, bidder render the declaration that:

Bidder will automatically be suspended from being eligible for bidding in any contract with TCIL (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:

(a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.

(b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this tender or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this tender.

c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understand that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

END OF SECTION-4

SECTION-5

Format for Power of Attorney to be submitted by Bidder:-

SPECIAL POWER OF ATTORNEY

Know all men by these presents that we (name of Company) _____, incorporated in India under the Companies Act, 1956 and having its Registered Office at _____. (India) ("Hereinafter called the Company") DOTH hereby nominate, constitute and appoint (Name, Designation) _____, S/o _____ to be true and lawful attorney in

fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To represent the Company to all intents and purposes in connection with the matters pertaining to signing & submission of (EOI No, EOI Date, EOI Description)_____, _____, _____and all affairs ancillary or incidental thereto.
2. AND the Company hereby agrees that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof (Name , Designation)_____,_____of the Company acting for and on behalf of the Company under the authority conferred by the Board of Directors of the Company in its _____ meeting held on (Date) _____ has signed this Power of Attorney at (place)_____on this (Date) _____.

The signatures of (Name, Designation)_____ given below are hereby certified.

Signature : _____

SIGNATURES OF (Name , Designation) _____

CERTIFIED

Signature : _____

WITNESS:-

Signature:_____

(Name , Designation):_____

END OF SECTION-5