

**Notice Inviting Tender**

(Invited through e-Tendering mode only)

**GeM Availability Report ID: GEM/GARPTS/08072021/GNCZDTW9VK5J**

For

**DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW<sub>AC</sub> SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH**

Sl.No.	PACKAGE NO.	DETAILS OF PACKAGES
1	PACKAGE 1	50 MW <sub>AC</sub> SOLAR PV POWER PLANT AT VILLAGE GUJRAI, TEHSIL AKBARPUR, DISTRICT KANPUR DEHAT.
2	PACKAGE 2	75 MW <sub>AC</sub> SOLAR PV POWER PLANT AT VILLAGE GURHAH, TEHSIL ORAI, DISTRICT JALAUN DISTRICT.

**No. RECPDCL/Solar/e-Tender/2020-21/836 Dated: 28.07.2021**

**REC Power Distribution Company Limited (RECPDCL)**

(A wholly owned subsidiary of REC Ltd., a 'Navaratna CPSE' Under Ministry of Power, Govt. of India)

CIN No. of RECPDCL: U40101DL2007GOI165779

**Corporate office**

REC Power Distribution Company Limited,  
Plot Number 1-4, REC World Headquarters, D-Block  
Sector-29, Gurugram – 122001, Haryana  
Website: www.recpdcl.in

Description of task, e-tender submission format and procedure is provided in the NIT document available on RECPDCL website ([www.recpdcl.in](http://www.recpdcl.in)), REC website ([www.recindia.nic.in](http://www.recindia.nic.in)), e-tendering website ([www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)), Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in)

Important Dates	
Date of Release of NIT / Tender	28.07.2021
Last date for queries/ seeking clarification	06.08.2021 at 18:00 Hours
Pre Bid Meeting	06.08.2021 at 11:00 Hours
Last date of submission of Bid	12.08.2021 at 15:00 Hours
Date of Opening of Bids	12.08.2021 at 17:00 Hours
Timeline for Site Visit	02.08.2021 to 04.08.2021

**Note:** Online registration has to be done at e-tendering website i.e. [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) in general; activation of registration may take about maximum 24 hours subject to the submission of all requisite documents required in the process.

-Sd-  
(Valli Natarajan)  
Addl. C.E.O.

[This document is meant for the purpose of engaging of Agencies against this tender and should not be transferred, reproduced or otherwise used for purposes other than specified/issued]

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## **SECTION-I**

### **NOTICE INVITING TENDER (NIT)**

# REC POWER DISTRIBUTION COMPANY LIMITED

(A Wholly owned subsidiary of REC Limited, a “Navratna CPSE”  
under Ministry of Power, Govt. of India)

## NOTICE INVITING TENDER

**BID DOCUMENT NO: RECPDCL/SOLAR/e-TENDER/2021-22/836, Dated: 28:07:2021**

**SUBJECT: NOTICE INVITING TENDER FOR DESIGN, ENGINEERING, SUPPLY, ERECTION, TESTING, COMMISSIONING AND OPERATION & MAINTENANCE FOR THREE YEARS UNDER TWO PACKAGES HAVING CUMULATIVE CAPACITY OF 125 MW<sub>AC</sub> SOLAR PV POWER PROJECT AT TWO LOCATIONS IN UTTAR PRADESH.**

Sl.No.	PACKAGE NO.	DETAILS OF PACKAGES
1	PACKAGE 1	50 MW <sub>AC</sub> SOLAR PV POWER PLANT AT VILLAGE GUJRAI, TEHSIL AKBARPUR, DISTRICT KANPUR DEHAT.
2	PACKAGE 2	75 MW <sub>AC</sub> SOLAR PV POWER PLANT AT VILLAGE GURHAH, TEHSIL ORAI, DISTRICT JALAUN DISTRICT.

**1.1** RECPDCL, invites online bids from eligible Bidders on Single Stage Two Envelope (i.e. Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) with reverse auction for “Design, Engineering, Supply, Erection, Testing, Commissioning and Operation & Maintenance for three years under two packages having cumulative capacity of 125 MW<sub>AC</sub> solar PV power project at two locations in Uttar Pradesh”.

**1.2** Accordingly, RECPDCL invites online e-tender from the EPC vendors in accordance of the terms & conditions stipulated in this Bid Document.

### **1.3 BRIEF DETAILS/KEY DATES**

Sl. No.	Description of Item	Particulars
1.	Brief Scope of Work	Design, engineering, supply, erection, testing, commissioning and operation & maintenance for three years under two packages having cumulative capacity of 125 MW <sub>AC</sub> solar PV power project at two locations in Uttar Pradesh
2.	Sale of Power & PPA	RECPDCL intends to enter into Power Purchase Agreement with DISCOMS (UPPCL) in response to “Request for Selection (RfS) Issued Vide RfS No. 01/UPNEDA/Solar Park/RfS/2021 dated 29.01.2021”

Sl. No.	Description of Item	Particulars
3.	(a) Duration of Engineering, Procurement and Construction (EPC).  (b) Duration of Operation & Maintenance.	(a) 10 months from the date on which letter issued to the contractor for handing over of land by RECPDCL which shall be based on handing over of the land by SPIA/LSPDCL (Lucknow Solar Power Development Corporation Limited) on as is where is basis.  (b) 03(three) years from the date of completion of operational acceptance.
4.	Cost of bid document (non-refundable)	Nil
5.	Bid Security/Earnest Money Deposit (EMD)	Declaration of bid security/Earnest Money Deposit requirement as per <b>Attachment-3</b>
6.	Bid Document available for downloading	From 28.07.2021 at 14:00 Hrs. to 12.08.2021 till 15.00 Hrs.
7.	Website for downloading of Bid Document / uploading of filled in Bid Response Sheets(BRS) only in e-mode	<a href="http://www.recpdcl.in">www.recpdcl.in</a> , <a href="http://www.tenderwizard.com/REC">www.tenderwizard.com/REC</a> or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
8.	Date & Time of Pre-Bid meeting	06.08.2021 at 11.00 Hrs.
9.	Venue of Pre-Bid Meeting	REC World Headquarters, D-Block, Plot No.1-4, Sector-29, Gurugram – 122001, Haryana
10.	Last date and time of submission of bid	12.08.2021 & Time: 15:00 Hrs
11.	Date & time of opening of Techno-commercial Bid	Date 12.08.2021 & Time :17:00 Hrs
12.	Date & time of opening of Price Bid	Will be notified to techno commercially qualified Bidders.
13.	Last date of submission of documents in hard copy.	Date 12.08.2021 & Time :17:00 Hrs

Sl. No.	Description of Item	Particulars
14.	Date and Time Start for E –Reverse Auction (if Conducted)	Will be informed by RECPDCL to qualified Bidders
15.	Address for submission of sealed hard copy of Techno-commercial bid & opening of Bids.	Additional CEO, REC World Headquarters, D-Block, Plot No.1-4, Sector-29, Gurugram-122001, Haryana
16.	Currency of bid	Indian Rupees (INR)
17.	Bidder's Eligibility Criteria	Bidders intending to participate in this bid shall fulfill the Eligibility Criteria as per Clause 1.4 of the NIT
18.	Period of bid Validity	180 days from the last date of submission of bids prescribed by RECPDCL and any extension thereof.
19.	Address for submission of queries regarding NIT, if any	Additional CEO, REC World Headquarters, D-Block, Plot No.1-4, Sector-29, Gurugram-122001, Haryana

#### 1.4 BIDDER'S ELIGIBILITY CRITERIA

The EPC vendors who qualifies eligibility criteria as per Clause No 1.4.1 & 1.4.2 are eligible to participate in this NIT (hereinafter called "Bidders")

##### 1.4.1 TECHNICAL CRITERIA:

Eligibility criteria	Supporting Documents
<p>The Bidder should have experience of providing EPC services of Grid Connected Solar PV Power Plant:</p> <p>1. Single work order having cumulative capacity of minimum <b>100 MW<sub>AC</sub> in which at least one plant should not be less than 60 MW<sub>AC</sub>.</b></p> <p style="text-align: center;">OR</p> <p>2. Two work orders each having cumulative capacity of at least <b>62.5 MW<sub>AC</sub> in which at least one plant should not be less than 37.5 MW<sub>AC</sub>.</b></p> <p style="text-align: center;">OR</p>	<p>1. Relevant Work Order duly sealed and signed by Bidder.</p> <p>2. Work commissioning Certificate duly sealed and signed by Bidder.</p> <p>3. CEI certificate/ any other relevant supporting document, which should clearly define commercial operational date of Solar Plant.</p>

<p>3. Three work orders each having cumulative capacity of at least <b>50 MW<sub>AC</sub></b> in which at least one plant should not be less than <b>30 MW<sub>AC</sub></b>.</p> <p>These plant(s) must have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening.</p>	
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#### 1.4.2 FINANCIAL CRITERIA:

- i) The Bidder should have an Annual Average Turnover for the last three (03) Financial Years, ending on [31st March of the last Financial Year] as below:-

ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS
Annual Average Turnover for the last three (03) Financial Years, ending on 31 <sup>st</sup> March of the last Financial Year should be at least 340 Crore.	1. Audited Balance Sheet for F.Y. 2019-20, F.Y. 2018-19, F.Y. 2017-18.

- ii) The Net Worth must be positive during last financial year ending 31<sup>st</sup> March. Further, out of the last three financial years, the Net Worth should be positive in minimum two years. Computation of Net Worth shall be based on unconsolidated audited annual accounts of the last financial years immediately preceding the application submission deadline.

- iii) Following evidence/proof is to be submitted by the applicant in support of fulfillment of **“Financial Criteria”**:

- Annual report, Audited financial statements.
- Net worth Certificate, in support to clause 1.4.2(i)/1.4.2 (ii) above.
- Besides Annual report/Audited financial statements, the Bidders are required to submit Statutory Auditor/CA Certificate in support of Net worth, turnover & working capital etc.

Such certificate(s) should contain Unique Document Identification Number (UDIN), duly generated by Statutory Auditor/ chartered accountant.

- iv) **Note for Clause No 1.4.2:**

- For Annual Turnover indicated in foreign currency, the exchange rate as on last date of the closing of the Financial Year, year wise will be considered. The rate of SBI Bill selling rate on closing basis will be considered for evaluation purpose of annual turn over, Net-Worth etc.
- The definition of Net-Worth shall be as below:  
“net worth” means the aggregate value of the paid-up share capital and all

reserves created out of the profits, **securities premium account and debit or credit balance of profit and loss account**, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

- c) For the purposes of meeting financial requirements, only 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.
- d) In case the Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish a Letter of Undertaking from the Holding Company along with its Bid as per the format enclosed at **Attachment-18**, supported by the Holding Company's Board Resolution, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

**1.4.3** Bidders who have been banned/ de-listed/ black listed/ debarred from business by any PSU/any Government Department/Ministry during last 03 (three) years shall be ineligible to bid. Self-declaration in this regard is to be submitted as per **Attachment-05** of Section-V: BRS & Annexures.

## **1.5 SCOPE OF WORK**

The Scope of works of the contractor under the contract shall involve end to end delivery of the commissioned plant to RECPDCL, which will include (but not limited to) the development of land, design, engineering, procurement of equipment and material, testing at manufacturer's works, packing and forwarding, transportation, supply, receipt and unloading at site, storage, insurance at all stages, associated civil works, electrical works, services, permits, licenses, installation, erection, testing, commissioning, performance demonstration and operational acceptance of 75MW<sub>AC</sub> & 50MW<sub>AC</sub> Grid Interactive Solar PV Power Plant on turnkey basis along with Operation & Maintenance of 3 (three ) years thereafter.

The scope of the contractor shall be deemed to include all equipment, materials and services which although are not specifically mentioned in the Bid Document and/or in contractor's proposal but are necessary for the satisfactory operation of the Solar PV system and its integration with evacuation system provided by State Electricity Authority(s)/ CTU.

Detailed scope of Supply and Services is mentioned in Part-B of Section-IV: Technical Specifications) of this Bid Document.

## **1.6 PROCEDURE/REQUIREMENTS FOR E-TENDERING**

### **1.6.1 PRE REQUISITE OF E-TENDERING:**

(i) **Bidder shall be a registered user of RECPDCL e-tendering portal i.e.**

(ii) <http://www.recpdcl.in>, <http://www.tenderwizard.com/REC>

(iii) **System Requirements:**

(a) An Internet connection with minimum 1 Mbps speed

(b) Operating System should be Windows XP Service Pack -3 / Vista / Windows 7 / Windows 8

(c) Supported Browsers : Internet explorer – 6.0 or Higher/ Mozilla Firefox 13.0 or Higher / Google Chrome

(d) System Access with Administrator Rights

(e) Digital Certificate: To participate in an e-Tender/NIT, you need to have a valid Digital Certificate (Signing + Encryption) from certifying authority of India as per the IT Act, 2000.

Detailed information for System Requirements along with screen-shots for procedure of system settings is also available at the portal. Bidder may download a document pertaining to “Minimum System Requirements” from the link given below:

(iv) <http://www.tenderwizard.com/REC>

#### **1.6.2 DIGITAL SIGNATURE CERTIFICATE:**

For participating in e tendering (i.e. for login, uploading & downloading the NIT document & submission of e-Bids), the Bidder must have a Digital Signature/Digital Security Certificate in the name of authorized representative of the Bidder. Digital signature can be obtained from any of the authorized agencies of CCA (Controller of Certifying Authorities). For this, a separate processing fee would be payable to the authorized agency of CCA.

#### **1.6.3 REGISTRATION ON RECPDCL E-TENDERING PORTAL**

(i) The Bidder intending to participate in the e-tendering has to register themselves in the portal <http://www.tenderwizard.com/REC> as mentioned above in clause.

(ii) If a Bidder is already registered and going to participate in the tender, the Bidder shall ensure that his registration in the system is valid till the completion of the entire tendering process.

(iii) **Relevant information to be required during the registration process are also available on the portal. Bidder may download the Bidder manual from the link given below:**

(iv) <http://www.tenderwizard.com/REC>

(v) All the Bidders are requested to get themselves registered well in advance and no extra time will be considered for the delay in on-line Bidder Registration, if any. In

case Bidders wait till the last moment for registration/uploading of Bids, and if any technical problem is encountered at that time and the closing time lapses, RECPDCL shall not be responsible in any manner for such delay/ or any other reason thereof.

(vi) **Registration Fee:** The fees for Vendor Registration is free

#### **1.6.4 DOWNLOADING BID DOCUMENT**

(i) The detailed Notice Inviting Tender (NIT) shall be available on RECPDCL website i.e. <https://www.recpdcl.in>. The Notice Inviting Tender (NIT) shall also be available on [www.recindia.com](http://www.recindia.com) and CPP portal i.e. <http://eprocure.gov.in>

(ii) In case of any amendment/addendum/corrigendum (s) to this NIT, the same shall be issued on <http://www.tenderwizard.com/REC>, [www.recpdcl.in](http://www.recpdcl.in) and <https://eprocure.gov.in>. No notice shall be issued in any other form.

(iii) Bidder needs to access e-Tender portal of RECPDCL (<https://www.tenderwizard.com/REC>) to access Bid document, after completing registration formality and successful login Bidder can download details tender document.

Download Document link is available at the end of every tender notice along with access to Corrigendum.

#### **1.6.5 BID SUBMISSION**

- Bidder needs to login first on the tendering portal [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) and follow the instruction as provided.

**1.6.6** Bidders shall be required to arrange all resources, including digital signature and internet connections at their own cost, for participating in online tenders/ bids at the portal.

**1.6.7** All the Bidders are requested to get themselves registered well in advance and no extra time will be considered for the delay in on-line Vendor/Bidder Registration, if any. In case Bidder waits till the last moment for uploading bids, and if any technical problem is encountered at that time and the bid closing time may elapses, RECPDCL shall not be responsible in any manner for such delay/ or any other reason thereof .

#### **1.6.8 E-REVERSE AUCTION:-**

RECPDCL may also opt for e-Reverse Auction subsequent to opening of Price Bids. The intimation of the same shall be given to eligible Bidders in advance. The procedure for e-Reverse Auction shall be as specified in **Annexure 9** of Section-V: Bid Response Sheets & Annexure (BRS) of this bid document.

#### **1.6.9 ASSISTANCE/CLARIFICATION REGARDING E-TENDERING PROCESS**

For any assistance/clarification for registration, downloading of document, submission of bids and any other information regarding e-Tendering, Bidders may contact to E – Tender wizard (Service Provider) having the following contact details:

E-Tender wizard

Help desk No - 011-49424365, [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com)

#### **1.7 EARNEST MONEY DEPOSIT (EMD)**

- 1.7.1** The Bidder shall furnish a Declaration of bid security/Earnest Money Deposit requirement as per **Attachment-3**.
- 1.7.2** Any bid not accompanied by requisite Declaration of bid security/Earnest Money Deposit as per **Attachment-3** shall be rejected by RECPDCL as being non-responsive.
- 1.7.3** Preference to MSME/SSI registered with MSME/National Small Industries Corporation (NSIC)/Designated Agency/Startups as recognized by DIPP will be governed by the regulation(s) of the Government of India issued from time to time. Bidders are required to submit a copy of MSME/NSIC Certificate/Certificate of recognition as start up from DIPP/relevant certificate along with their bids in accordance with the procedure stipulated in the Bid Documents in a separate envelope at the time of submission of bid as per provision of NIT. Non-submission of NSIC Certificate along with the bid may lead to denial of exemption/ preference sought / allowed.
- 1.8** All the Bidders shall enter into an Integrity Pact (to be executed on plain paper) with the Employer at the time of submission of bids. Successful Bidder shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to signing of contract agreement.
- 1.9** Bidders are required to submit their bids as per the date and time indicated under Clause No. 1.3.
- 1.10** **SELECTION OF EPC CONTRACTOR FOR PROJECT**
- EPC Contractor who intends to participate in this e-tender and meets the eligibility criteria as mentioned at Clause No 1.4 of this Bid Document will have to submit their Techno-commercial Bid and Price Bid (“Offer”) in accordance with the procedures, terms and conditions as mentioned in this Bid Document. RECPDCL will declare the Bidder as the Successful Bidder, who meets the specified qualifying requirements, whose Bid has been determined to be substantially responsive to the Bid Document, and who has offered the **lowest Cost** in pursuance to the bidding conditions.
- 1.11** RECPDCL reserves the right to reject any or all bids or cancel/withdraw the Notice Inviting Tender (NIT) and annul the process at any time prior to the issuance of letter of Award to the Successful Bidder without assigning any reason whatsoever and shall bear no liability whatsoever consequent upon such a decision.
- 1.12** Bidders are requested to keep themselves updated with the websites [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC), [www.recpdcl.in](http://www.recpdcl.in) and [eprocure.gov.in](http://eprocure.gov.in) on regular basis for any addition / deletion / modification / clarification or notification in respect of this NIT. No separate notification or information will be issued in any other media.
- 1.13** The “Request for Selection (RfS) issued vide RfS No. **01/UPNEDA/Solar Park/RfS/2021 dated 29.01.2021** is attached as Section-VI.
- 1.14** For any enquiry/ clarification regarding detailed NIT for this assignment, the Bidder may contact at the following address for communication:

1. Shri Alok Singh  
General Manager (Tech.)  
Email: [aloksingh@recpdcl.in](mailto:aloksingh@recpdcl.in)

2. Sh. Swapn Piyoosh  
Dy. Manager (Tech.)  
Ph: 8527730111  
Email: [swapn.piyoosh@recpdcl.in](mailto:swapn.piyoosh@recpdcl.in)

3. Sh. Deepanshu Singh Jadon  
Executive (Tech)  
Ph: 9649856574  
Email: [deepanshu.jadon@recpdcl.in](mailto:deepanshu.jadon@recpdcl.in)

**\*\*\*\*\*END OF SECTION\*\*\*\*\***

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

## Section –II: Instructions To Bidders

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## Section –II: Instructions To Bidders

### 2.1 PROFILE OF RECPDCL

**2.1.1** REC Power Distribution Company Limited (RECPDCL) an ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 certified company, a wholly owned subsidiary of REC Ltd, was incorporated on 12th July, 2007. It received certificate of commencement of business on 31st July, 2007. The company focus is on facilitating the power utilities in the areas of their operation specifically related to the Power Distribution sector, by providing expertise to capitalize on the emerging needs and demands of Power Sector.

**2.1.2** RECPDCL is providing Consultancy and Fee based services to the Power Utilities in the areas of rural & urban electrification under the following heads:

- AT & C Loss reduction.
- Smart Grid Projects implementation covering Smart Metering & SCADA.
- Real Time Data Acquisition System (RT-DAS) for feeders.
- GIS Implementation
- IT implementation under IPDS including setting up of Data Centre, Customer Care Centre, etc.
- Development of Utility Scale Solar PV Plants
- DPR preparation & Project Management Consultancy for Power Distribution projects
- Power Distribution Strengthening works
- Energy Efficiency projects and Quality & Quantitative Surveillance/ Inspections of the works executed.

### 2.1.3 OBJECTIVE

RECPDCL intends to develop Solar PV Projects with a cumulative capacity of 125 MW<sub>AC</sub> in the state of Uttar Pradesh. Location of Projects is as under:

Sl.No.	Name	Capacity (MW <sub>AC</sub> )	Coordinates of Solar Park	Distance from Solar Park to 132 kV Relevant S/S
1	Gujrai, Dist: Kanpur Dehat of Uttar Pradesh	50	26°17'54.36"N 79°56'45.92"E	12 KM
2	Gurhah, Dist: Jalaun of Uttar Pradesh	75	25°51'0.94"N 79°32'45.11"E	20 KM

### 2.2 ELIGIBLE BIDDERS

The Bidding process is open to all EPC Vendors who meet the Eligibility Criteria as per clause 1.4 of Section-I: Notice Inviting Tender.

### 2.3 GENERAL INSTRUCTIONS

**2.3.1** The Bidder shall be deemed to have carefully examined the terms and conditions, procedures, Specifications, Forms and Formats, Annexure/ schedules, Attachments etc. in

## Section –II: Instructions To Bidders

this Bid Document and also to have satisfied himself as to the nature and character of the plant and equipment to be supplied and installed under the Contract, the proposed Solar Power System(s), site conditions and all relevant matters & details. The Bidders shall also be deemed to have carefully examined the terms & conditions, specification etc of the RfS Document issued vide **RfS No. 01/UPNEDA/Solar Park/RfS/2021 dated 29.01.2021** (including its subsequent amendments/clarifications) by UPNEDA (hereinafter as “RfS Document”) for this opportunity. All relevant terms and conditions of the RfS Document relating to the execution and operation of the project/plant shall be binding on the contractor whether or not explicitly mentioned in this Bid Document.

- 2.3.2** Though adequate care has been taken while preparing the Bid Document, the Bidder shall satisfy himself that the document is complete in all respects. It is Bidder’s responsibility to satisfy itself that the information/documents are adequate and that there is no conflict between various documents/stipulations. No dispute or claims will be entertained on this account. Bid preparation is the responsibility of the Bidder and no relief or consideration will be given for errors and omissions.
- 2.3.3** Bids shall be evaluated based on the information/ documents submitted in the Bid. Hence, Bidder should ensure that all information listed under this Bid Document to be submitted with the bid has been attached /enclosed in appropriate envelopes. Failure to furnish relevant information and documentary evidences as stipulated in the Bid Document or submission of a Bid that is not substantially responsive to the Bid Document in all respects shall be liable to be rejected.
- 2.3.4** Bidders may note that the successful Bidder selected by RECPDCL based on this NIT, shall set up Solar Power Project in compliance with the provisions of the RfS Document and Standard Power Purchase Agreement (PPA).
- 2.3.5** The specification provided with this Bid Document outlines the functional requirement. The Bidder must submit the Bid based upon their own design, meeting the functional requirements as specified in the specifications.
- 2.3.6** RECPDCL has issued this Bid Document to all the enlisted parties to submit their bids against this NIT.
- 2.3.7** Prospective Bidder acknowledges and agrees that response to the NIT is purely voluntary action on their part and for any expenditure on this account by them; RECPDCL will have no obligation or liability to the Bidders in the event of cancellation of NIT.
- 2.3.8** While the Employer has invited this NIT and has requested Bidders to submit their Bids, the Employer shall always be at the liberty to withdraw this NIT at any time before issue of LOA to the successful Bidder by RECPDCL.

### **2.4 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the bids. In no case, RECPDCL shall be responsible for these costs regardless of the conduct or outcome of the bidding process.

## Section –II: Instructions To Bidders

### 2.5 THE BID DOCUMENT

**2.5.1** Notice Inviting Tender (NIT)/Bid Document comprises of the documents listed below and addendum issued in accordance with Clause No 2.7:-

- **Section-I** : Notice Inviting Tender(NIT)
- **Section-II** : Instructions to Bidders (ITB)
- **Section-III** Conditions of Contract (CC)
- **Section-IV** : Technical Specifications (TS)
- **Section-V** : Bid Response Sheets (BRS) & Annexures (BRS & Annexure)
- **Section-VI** : RfS Document

**2.5.2** The Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the Bid Document. Failure to furnish requisite information as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of its bid.

### 2.6 BIDDERS' QUERIES/CLARIFICATIONS

**2.6.1** Bidders may submit their queries/clarifications regarding the Bid Document, if any, in writing either by email or post and it must be received to RECPDCL one (01) days before the scheduled pre-bid meeting date.

**2.6.2** RECPDCL shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer's response (including an explanation of the query but not identification of its source) will be uploaded on portal, where the Bidder can see clarification/reply to query/ amendment to the Bid Document, if any.

### 2.7 AMENDMENTS OF BID DOCUMENT

**2.7.1** At any time prior to the deadline for submission of Bids, RECPDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bid Document by issuing addendum/corrigendum and shall be available only on following websites:

- a) [www.recpdcl.in](http://www.recpdcl.in)
- b) [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC)

No press note will be released in this regard

**2.7.2** All such addendum/ corrigendum shall be integral part of Bid Document. The amendments to the Bid Document will be binding on the prospective Bidders and the notification of the amendment communicated through portal, shall be deemed to be construed that such amendment(s) to the Bid Document have been taken into account by the Bidder in its bid/proposal.

**2.7.3** In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, RECPDCL, at its discretion, may extend the deadline for the submission and opening of Bid.

### 2.8 BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

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The Bidder shall furnish a Declaration of bid security/Earnest Money Deposit (EMD) requirement as per **Attachment-3**.

**2.8.1** The Bidders are required to submit the declaration regarding Bid security/EMD requirement as per format specified at **Attachment-3** of Section-V : BRS & Annexures of the Bid Document .

**2.8.2** Any bid not accompanied by declaration of Bid Security/Earnest Money Deposit requirement shall be rejected by RECPDCL as being non-responsive.

**2.8.3** The employer will declare Bidder ineligible as per clause 2.32 in any of the following cases:

- a) If the Bidder withdraws or modify its bid during the period of bid validity specified by the Bidder in the bid document;
- b) If the Bidder is found involved in Fraudulent and Corrupt Practices.
- c) To recover compensation for damages stipulated in Integrity Pact between RECPDCL and Bidder.
- d) In the case of a successful Bidder, if the Bidder fails:
  - (i) To accept the Letter of Award within stipulated time as mentioned in Clause No 2.26.2.
  - OR
  - (ii) To sign the Contract Agreement
  - OR
  - (iii) To furnish the required CPSG within period stipulated under Clause No 3.48.1.

### **2.9 LANGUAGE OF BID**

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be written in English language. Supporting documents and printed literature furnished by the Bidders with their bids may be in another language, provided they are accompanied with a certificate of the authorized translator certifying therein an accurate translation of the relevant passages in the above stated language, in which case, for the purposes of interpretation of the Bid, the translation shall prevail. Failure to comply with this may disqualify a bid.

### **2.10 BID CURRENCY**

The Bidder shall quote all prices in Indian Rupees only. No other currency shall be acceptable.

### **2.11 PERIOD OF BID VALIDITY**

**2.11.1** Bids shall remain valid for a period of 180 days after the closing date prescribed by

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RECPDCL for the submission of bids. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

- 2.11.2** In exceptional circumstances, prior to expiry of the original bid validity period, RECPDCL may request the Bidders to extend the period of bid validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail/fax. A Bidder agreeing to the request will not be required or permitted to modify its bid. If Bidder refuse to extend the period of bid validity, the bid of such Bidder shall not be considered for further evaluation.

### **2.12 FORMAT AND SIGNING OF BID**

- 2.12.1** The Bid submitted by the Bidder must be digitally signed by the person duly authorized to sign on behalf of the Bidder. Each page of the Bid should be numbered and properly signed. Contents and pages should be indicated in the index page. The name of the person signing the bid should also be typed or printed below the signature.
- 2.12.2** Bid must be signed with the legal name of the Corporation /Company by the person authorized to sign the bid on behalf of such Corporation / Company in the matter.
- 2.12.3** Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished on non-judicial stamp paper of an appropriate value with the hard copy of bid in the form of a Power of Attorney, duly notarized by a Notary Public along with copy of Board Resolution (in original or notary attested copy), indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.
- 2.12.4** Each Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initiated by the person or persons signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initiating and dating it by the person or persons signing the Bid.
- 2.12.5** The Bidder shall provide all the information sought under this NIT. RECPDCL will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.12.6** The Bid must be typed or written in indelible ink and signed and sealed at each page by the Bidder with his usual signature before submission.
- 2.12.7** The Bidder's name stated on the proposal shall be the legal exact name of the firm.
- 2.12.8** Bids not conforming to the above requirement of signing even after the clarifications sought in this regard by the Employer, shall be disqualified.

### **2.13 DEVIATIONS**

The Bidders are required to submit a “**No Deviation Certificate**” as per the **Attachment No-6 of Section V: Bid Response Sheets (BRS)** and Annexures to this bid document. The Bidder also undertakes that in the event the Project is awarded to it, during execution of the Project, it shall not seek to alter any agreed contractual terms, conditions and specifications.

### **2.14 DOCUMENTS COMPRISING THE BID**

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**2.14.1** The Bid submitted by the Bidder shall comprise the following documents:

- (i) Bid Form duly completed and signed by the Bidder, together with all Attachments identified in Clause No 2.14.2 below.
- (ii) Price Bid to be submitted online in the given format by the Bidder.

**2.14.2** Bidder shall submit with its bid the following attachments:

**i) Attachment-1: Power of Attorney**

A power of attorney, as per Clause No 2.12.3, indicating that the person(s) signing the Bid has the authority to sign the Bid and that the Bid is binding upon the Bidder during the full period of its validity in accordance with Clause No 2.11.

**ii) Attachment-2: Submission of GST Details**

Bidders have to submit the GST details of their company at Attachment- 2 of Section-V :BRS & Annexure of this Bid Document.

**iii) Attachment-3: Declaration regarding Bid Security/Earnest Money Deposit requirement**

Bidder shall submit the declaration regarding Bid security/EMD requirement as per format specified at **Attachment-3** of Section-V :BRS & Annexure of this Bid Document.

**iv) Attachment-4:Pre- Contract Integrity Pact**

Integrity Pact duly signed between Employer and the Bidder in accordance with Clause No 2.30.

**v) Attachment-5: Declaration regarding Blacklisting**

**vi) Attachment-6 :No Deviation Certificate**

The Bidders shall submit a “*No Deviation Certificate*” to the updated bidding document in accordance with Clause No 2.13 of this Bid Document.

**vii) Attachment-7: Electronic Fund Transfer (EFT) details of the Bidder, If any**

**viii) Attachment-8: Financial data of the Bidder**

Bidder shall submit the financial data as Attachment-8 of this Bid Document along with scanned copy of all the supporting documents (Annual reports, Annual Financial statements, Net worth certificate etc.) to demonstrate fulfillment of the financial criteria as per Clause No. 1.4.3 of this Bid Document.

**ix) Attachment-9: Estimated Bill of Quantities**

**x) Attachment-10: Net Annual Guaranteed Generation for the proposed Solar PV Power Plant**

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Bidder shall quote the Net Annual Guaranteed Generation for three years to be determined as per Appendix-A to Attachment-10 along with the documentary proof for arriving at the Declared Net Annual Guaranteed Generation (NAGG) such as Energy Estimation Report using the latest software such as PV Syst, Meteonorm.

**xi) Attachment -11: Time Schedule**

Bidder shall submit the detailed activity wise Time schedule (L1 Schedule) in the form of PERT Chart covering all aspects like ordering, site preparation, Supply, erection, installation, testing & commissioning, etc. along with the bid.

**xii) Attachment-12: List of Vendors/sub-contractors proposed to be engaged.**

**xiii) Attachment-13: Mandatory Information to be submitted by the Bidder.**

**xiv) Attachment-14 : Undertaking regarding offline submission.**

**xv) Attachment 15: Format for Month Wise Target Generation for the proposed Solar PV Power Plant**

**xvi) Attachment -16 : Undertaking regarding restrictions imposed by the Government of India.**

**xvii) Attachment -18 : Declaration by Holding Company pursuant to clause 1.4.2 (i)**

**xviii) Attachment-19: Schedule of Tools & Tackles for Erection, Testing, Commissioning and O&M.**

**2.14.3** The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the Bidder for which RECPDCL shall not be responsible.

### **2.14.4 BID PRICES**

- i)** This is a Turnkey EPC and O&M Contract. Unless otherwise specified in the Bid document, Bidders shall quote for the entire scope of work on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bid Document. The Bidder shall quote the price on FIRM price basis as per **Price Bid Response Sheet No I to V** of Section-V: Bid Response Sheets and Annexures. No price variation shall be applicable except in cases of variations in statutory taxes, duties, levies etc.
- ii)** It is for the Contractor to assess and ascertain applicability of taxes, duties, levies etc., applicable under the Contract. It is clearly understood that except for the specific

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provision covered in these conditions, RECPDCL will also not have any liability, whatsoever, on account of taxes, duties, levies etc

iii) The contractor while bidding (if any) must consider cost for Scheduling and Forecasting & Deviation Charges for the solar plant. Contractor shall be liable to pay any penalty (including Deviation Charges payable to State DSM Pool) levied on RECPDCL on account of any deficiency in obligation w.r.t. Scheduling & Forecasting schedule by the designated Agency (if any).

iv) Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Bid Response Sheet (PBRs) in Section-V: BRS & Annexures of this Bid Document as below:

a) **PBRs No-I: Summary of Prices**

b) **PBRs No II: Schedule of Price for Supply of Plant and Equipment at site complete in all respect.**

The price of Plant and Equipment complete in all respect, Type Tests and Specified Spares (PBRs No-II) shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the facilities.

However, the applicable GST in respect of direct transactions between the Employer and the Bidder shall not be included in the Price.

c) **PBRs No III: Schedule of Price for Erection, Testing, Commissioning of Plant & Equipment, Performance Demonstration and Operational Acceptance including, Unloading, Handling at Site, Insurance Covers, Storage of the Plant & Equipment supplied under First Contract and all Civil, Architectural & Structural Works complete in all respect.**

The Basic price of erection, testing, Commissioning of Plant & Equipment, Performance Demonstration and Operational Acceptance including, Unloading, Handling at Site, Insurance Covers, Storage of the Plant & Equipment including prices for all labour, contractor's equipment, temporary works, consumables and all matters and things of whatsoever nature etc. identified in the Bid Document, as necessary for the proper execution of the Installation Services shall be quoted separately in PBRs No-III, inclusive of duties, levies and charges payable. However, the applicable GST in respect of direct transactions between the Employer and the Bidder shall not be included in the Price.

d) **PBRs No IV: Schedule of Price for Operation & Maintenance of the Solar PV Power Project for 3 years from the date of Operational Acceptance including O&M spares and consumables.**

Operation & Maintenance charges including all taxes and duties shall be quoted by the Bidder in PBRs No. IV. The Prices in this schedule shall be quoted inclusive of all applicable duties, fees, Octroi, royalty, levies etc. However, the applicable GST in respect of direct transactions between the Employer and the Bidder shall not be included in the Price.

e) **PBRs No V: Schedule of applicable existing GST Rate on the equipment supplied under the First Contract, Second and third contract (as on the date seven (7) days**

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prior to deadline for date of submission of Bids).

### 2.15 SUBMISSION OF BID

**2.15.1** The Bid shall be submitted online in two parts as stated hereunder in this Clause. Submission of the online bid by any other means shall not be accepted by the Employer in any circumstances.

**2.15.2** Authorized signatory holding Power of Attorney with his digital signature on behalf the Bidder shall upload Bid Response Sheets and requisite documents along with copies of certificates/supporting documents on the website [www.tenderwizard.com/REC](http://www.tenderwizard.com/REC) before the last date & time set for submission of bids in the following two envelopes.

Envelope - I: Techno-commercial Bid

Envelope- II: Price Bid

#### 2.15.3 ENVELOPE – I: TECHNO-COMMERCIAL BID

Techno- commercial Bid shall contain the following:

- (a) Bid Form duly completed and signed by the Bidder
- (b) Attachments No. 1 to 19 as mentioned in Clause No 2.14.2 together with all supporting documents, which the Bidder wishes to submit as part of his Techno-commercial Bid.
- (c) Scanned copies of Technical Particulars in accordance with the **Section-IV**: Technical specifications (TS).

**Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be out rightly rejected.**

#### 2.15.4 ENVELOPE-II: PRICE BID

Price Bid shall contain the **Price Bid Response Sheet (PBRs) No-I to V** as mentioned in Clause No 2.14.3. The Price Bid shall be duly filled in electronic form in conformity with the Bid Document on the RECPDCL e-tender portal only. No material relating to any technical matters shall be included in the Price Bid.

#### 2.15.5 SUBMISSION OF DOCUMENTS IN PHYSICAL FORM:

The following documents shall also be submitted in physical form on or before the Last date and time for submission of Bids through post/courier or by hand on the address mentioned in Bid Document. The sealed envelope shall be super-scribed “Documents to be submitted in Physical form against **NIT Ref No. RECPDCL/SOLAR/e-TENDER/2021-22/836**”

- i. DD towards cost of bidding document / NEFT/RTGS – transaction slip
- ii. Declaration regarding Bid Security/Earnest Money Deposit requirement as per **Attachment -3**.
- iii. Original Duly signed and stamped Integrity Pact (As per **Attachment -4** of Section V:BRS & Annexures)

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- iv. Power of attorney duly notarized by a Notary Public along with copy of Board Resolution (in original or Notary attested copy) for the authorized signatory.

**OR**

alternatively, considering the lockdown/other statutory limitations in postal/courier services, Bidders can submit the scanned copies as per clause 2.15.3 and hard copies of the following documents will be requisitioned at a later stage when situation improves. In this case, Bidders have to submit an undertaking as per **Attachment no. 14** as mentioned in clause 2.14.2 above.

### **2.16 SUBMISSION OF COPIES OF CERTIFICATES/ DOCUMENTARY PROOF**

Bidders are required to submit/upload copies of all supporting certificates/ documentary evidences as well as the other requisite documents required as per bid document. Non-submission of copies of requisite certificates/documents may render the bid non-responsive, and shall be liable for rejection.

### **2.17 DEADLINE FOR SUBMISSION OF BIDS**

- 2.17.1** The complete Bids must be uploaded on the RECPDCL e-tendering portal and the complete set of documents to be submitted in physical form must be received by RECPDCL at the address specified in the bid document not later than the time and date stated in the NIT. In the event of the specified date for submission of bids being declared a holiday for RECPDCL, the bids will be received up to the appointed time on the next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amendment notified in this regard.

- 2.17.2** RECPDCL may, at its discretion, extend this deadline for submission of bids by amending the Bid Document, in which case, all rights and obligations of RECPDCL and Bidders will thereafter be subject to the deadline as extended.

### **2.18 LATE BIDS**

Online submission of the Bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode. Similarly, hard copies of the Off-line documents, if received by the Employer after the deadline for submission of Bids prescribed in NIT, then it will be considered as 'Late Bid' notwithstanding the fact that the Bidder has uploaded the Bid online within the stipulated deadline. In such a case, the uploaded online Bid on the portal shall be considered as non-responsive and shall not be processed further. Employer shall not bear the responsibility of delay in submission of Bid due to Courier/postal delays.

### **2.19 MODIFICATION AND WITHDRAWAL OF BIDS**

- 2.19.1** In case any clarifications are sought by the Employer after opening of Techno-commercial Bids, then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Price Bid) after opening of Bid without specific reference by the Employer, shall render the Bid liable to be rejected and Bidder shall be treated as ineligible as provisions specified in clause 2.32.

- 2.19.2** No Bid may be withdrawn in the interval between the bid due date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this

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interval shall result in the Bidder's ineligibility to participate in RECPDCL NIT as per provisions specified in clause 2.32.

### **2.20 BID OPENING**

- 2.20.1** The Employer shall open, examine and evaluate the Bids in accordance with the provisions set out in this bid document. In case of the unscheduled holiday being declared on the prescribed opening day of the Bid, the next working day shall be treated as the scheduled day of opening of the Bid.
- 2.20.2** The Techno-commercial and price bids will be opened at the time and date set for opening for bids in the presence of representatives who may wish to be present.
- 2.20.3** The price bid of techno-commercially qualified Bidders shall be opened in the presence of representative of such Bidders who wish to be present at a subsequent date and time for which the separate intimation will be sent to the techno commercially qualified Bidder.
- 2.20.4** Bidder's representatives shall sign a register only as proof of their attendance.
- 2.20.5** Bidder's names, bid prices, the presence or absence of bid security/EMD declaration and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening of Bids.
- 2.20.6** Bids not covering the entire scope shall be treated as incomplete and hence may be rejected.
- 2.20.7** The Employer further, reserves the right to reject any bid, which is not submitted according to the instructions stipulated above.

### **2.21 CLARIFICATION ON BIDS**

- 2.21.1** During the evaluation of the Bids, RECPDCL may at its discretion seek clarification(s)/ confirmation(s) from the Bidders on their bids. The request for such clarification(s)/ confirmation(s) shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. The Bidder will be required to submit their clarification within the time as specified by the Employer in the request for clarification letter. If the clarification(s)/ confirmation(s) sought from the Bidder are not received in stipulated period, then evaluation will be done based on available data in their bids and non-submission of requisite supporting document/data by the Bidder may lead to non-responsive/rejection/disqualification of bids. No clarification at the initiative of the Bidder after submission of bids shall be entertained.
- 2.21.2** Submission of such clarification(s)/confirmation(s)/historical information shall not be considered as material deviations. However, these information can only be submitted by the Bidder, if RECPDCL requests for such information.

### **2.22 EVALUATION OF BIDS**

#### **2.22.1 EVALUATION OF TECHNO-COMMERCIAL BIDS**

- i) Evaluation of the Techno-Commercial Bids shall be carried out first. This will be done on the basis of documents furnished by the Bidder, completeness & conformity of the bids with respect to requirements of the Bid Document.

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- ii) Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each Bid to the Bid Document.

A bid shall be considered substantially responsive only if:

- a. It is received by the bid due date and time having bid validity as specified in the bid document including any extension thereof;
- b. It is accompanied by declaration regarding Bid security/EMD as specified in Bid Document
- c. It is accompanied by the power of attorney in the name of authorized signatory.
- d. It has “No Deviation Certificate” required as per the Format provided at Attachment-6 of Section V: Bid Response Sheets & Annexures.
- e. It is accompanied by Integrity Pact.
- f. It is accompanied by Undertaking for Black listing.

- iii) The Employer reserves the right to reject any bid, which is not substantially responsive and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer will evaluate and compare Bids, which have been determined to be substantially responsive.

- iv) RECPDCL will carry out evaluation of the Techno-Commercial bids previously determined to be substantially responsive in order to determine whether the bids are in accordance with the requirements set forth in the Bid Document. In order to reach such a determination, RECPDCL will examine the bids on the basis of the information supplied by the Bidders, taking into account the overall completeness and compliance with the Technical Specifications and other terms and conditions of the Bid Document in the formats as specified in Section V: Bid Response Sheets (BRS) and Annexures. The bid that does not meet minimum acceptable standards of completeness will be rejected.

- v) The bids of those Bidders who have declared Net Annual Guaranteed Generation (NAGG) less than that provided at **Appendix-A to Attachment -10** of this Bid Document “*Minimum Net Annual Guaranteed Generation*” to be achieved every year by the contractor” will be summarily rejected.

### 2.22.2 EVALUATION OF PRICE BIDS:

- i. Price bids of only techno-commercially responsive Bidders shall be opened.

**ii. Evaluation Criteria for 125 MW<sub>AC</sub> (50 MW<sub>AC</sub> & 75 MW<sub>AC</sub>) capacity Solar PV Power Project shall be based on Cost as per the following formula:**

Price evaluation of the bids shall be carried out by calculating overall **Cost** with following considerations:

**Evaluated Bid Value (EBV) = X**

**Where,**

**X=X1 +X2**

**X1= Quoted EPC Price by Bidder (as per Price Bid Response Sheet No. P-I.) in INR**

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**X2= NPV of Quoted O&M charges for 03 years (as per Price Bid Response Sheet No. P-IV ) considering discount factor @ 10 % in. INR.**

- iii. The prices quoted by the Bidder in the **Price Bid Response Sheet I to V**: Format for Price Bid of Section V: Bid Response Sheets and Annexures shall be considered for evaluation.
- iv. To determine the successful Bidder, e-RA will be carried out as per terms and conditions mentioned at Annexure-9.
- v. Sample sheet for calculating EBV is enclosed at **Annexure -8** of this Bid Document.

### 2.23 CORRECTION OF ERRORS

**2.23.1** The errors /discrepancies in respect of the specified amount in Bid Response Sheets for an individual item and/or sub-item and/or in the sub-total of a Bid Response Sheet and/or in the Grand total of a Bid Response Sheet and/or in the lump sum price of the package either due to discrepancy between figures and words and/or simple arithmetical error while adding and/or multiplying and /or due to wrong extension of unit rates etc. the error will be rectified and computed by RECPDCL as per the following method:

- i) In case of discrepancy between figures and words, the value specified in the words will be considered for computation.
- ii) Firstly the unit rates / percentage rate in words will be considered for computation.
- iii) In case unit rates / percentage rates are not indicated in words then unit rates indicated in figure will be considered and will be used for deriving the amount from the quantities specified in the Bid Document.
- iv) In case error is due to variation of quantities, the quantities as specified in the Bid Document will be considered and multiplied by the quoted unit rates to obtain the amount.
- v) The items for which Bidder does not quote his price i.e. indicated as 'NIL', leaves the rate / amount columns blank, puts a (-) mark or indicates 'NA' etc. in the rate / amount column; cost shall be considered as “Inclusive” for bid evaluation for such items.

**2.23.2** After computation of the amounts as above, the values as computed shall be considered for evaluation. If the Bidder does not accept the above consideration, his bid will be rejected and further action shall be initiated as per clause 2.32.

### 2.24 INFLUENCING THE EMPLOYER/ CONSULTANT

**2.24.1** No Bidder shall contact the Employer/Consultant (if appointed by the Employer) on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

**2.24.2** Any effort by a Bidder to influence the Employer/Consultant in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

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### 2.25 EMPLOYER'S RIGHT TO ACCEPT / REJECT ANY BID

The Employer reserves the right to accept or reject any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### 2.26 AWARD OF CONTRACT

**2.26.1** The Successful Bidder shall not be entitled to seek any deviation from the Bid Document, and its Clarifications/ Amendments by the Employer (if any).

#### 2.26.2 LETTER OF AWARD (LOA)

RECPDCL will issue Letter of Award (LOA) to the Bidder whose bid has been determined to be substantially responsive and having the lowest cost after evaluation of the bid as per the methodology mentioned at Clause No 2.22. The successful Bidder shall be required to confirm its unequivocal acceptance within seven (07) days from the date of issue of Letter of Award. The Letter of Award (LOA) will constitute the formation of the contract and will be considered for all purposes of execution of contract provisions till such time the signing of the Contract Agreement.

**2.26.3** RECPDCL may place three (03) separate Letter of Awards on the successful Bidder for implementation of the Solar power project as mentioned below:

1. **“FIRST CONTRACT”** i.e. “Supply of all Plant and Equipment at site complete in all respects” for 125 MW<sub>AC</sub> (Cumulative Capacity) Solar PV Power Project.
2. **“SECOND CONTRACT”** i.e. “Erection, Testing, Commissioning of Plant & Equipment, Performance Demonstration and Operational Acceptance including, Unloading, Handling at Site, Insurance Covers, Storage of the Plant & Equipment supplied under First Contract and all Civil, Architectural & Structural Works complete in all respect”. This Contract shall also cover all activities other than those in the scope of the “First Contract”, including but not limited to Design, Engineering and Procurement Services.
3. **“THIRD CONTRACT”** i.e. “ Operation & Maintenance of the Solar PV Power Project for 03 years from the date of Operational Acceptance including O&M Spares and Consumables”. The O&M contract shall be effective from the date of Operational Acceptance as per scope provided in the Technical Specifications under Bid Document.

**2.26.4** Notwithstanding anything stated above, RECPDCL reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily, should the circumstances warrant such assessment in the overall interest of RECPDCL.

### 2.27 SIGNING OF THE CONTRACT AGREEMENT

**2.27.1** The Contract Agreement(s) will be signed in two (2) originals on non-judicial stamp paper of

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appropriate value within 21 (twenty-one) days of issue of Letter of Awards and the Contractor shall be provided with one signed copy of original Agreement and the other will be retained by the Employer. Two separate contract signed against projects i.e Project A & Project B Contracts.

**2.27.2** Subsequent to signing of the Contract(s), the Contractor at his own cost shall provide the Employer with at least ten (10) copies of Agreements (Hard Bound) within thirty (30) days after signing of the Contracts along with its soft copy.

### **2.28 CORRUPT OR FRAUDULENT PRACTICES**

**2.28.1** The Employer requires the Bidders to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

- (i) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner of the benefits of free and open competition;
- (iii) **"Collusive practice"** means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, designed to establish bid prices at artificial, non-competitive levels.
- (iv) **"Coercive Practice"** means harming or threatening to harm, directly or indirectly, persons or thereto influence their participation in the procurement process or affect the execution of a contract.

**2.28.2** The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in Corrupt or Fraudulent or Collusive or Coercive practices in competing for the contract in question.

**2.28.3** The Employer will declare a Bidder 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 engaged in Corrupt or Fraudulent or Collusive or Coercive practices in competing for, or in executing, a contract of the Employer.

### **2.29 IMMUNITY TO GOVERNMENT OF INDIA .**

**2.29.1** It is expressly understood and agreed to by and between the Bidder and RECPDCL that RECPDCL is entering into this contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this contract and has no liabilities, obligations or rights hereunder.

**2.29.2** It is expressly understood and agreed that RECPDCL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws

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of India and general principles of contract law. The Bidder expressly agrees, acknowledges and understands that RECPDCL is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrong arising out of the contract. Accordingly, the Bidder hereby expressly waives, release and forgoes any and all actions or claims including cross, impleader, claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim cause of action or thing what so ever arising of or under this Agreement.

### **2.30 ADOPTION OF INTEGRITY PACT**

- 2.30.1** In order to ensure transparency, equality and competitiveness in its procurement, RECPDCL has decided to adopt Integrity Pact. The Integrity Pact (IP) envisages an agreement (As per Proforma annexed at **Attachment-4**) between the prospective Bidders/ contractors and the Employer committing the person(s)/ official(s) of both the parties, not to exercise any corrupt influence on any aspect of the contract. Towards implementation on Integrity Pact, an MoU along with Integrity Pact Programme has already been signed between ‘RECPDCL’ And ‘Transparency International India’.
- 2.30.2** All Applicants shall enter into an Integrity Pact (to be executed on plain paper) with the Employer at the time of submission of their Bids. Only those Bidders who have entered into Integrity Pact with the Employer shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Performa provided in the Section Forms & Procedure is a basic qualifying requirement.
- 2.30.3** The Integrity Pact digitally signed on behalf of the Employer is provided as Attachment-4 in Section-V: BRS & Annexures. The Integrity Pact shall be downloaded, printed and signed by the Applicant and the hard copy shall be submitted.
- 2.30.4** Successful Bidder shall submit duly executed Integrity pact on Non-Judicial Stamp paper of appropriate value prior to signing of Contract Agreement.
- 2.30.5** For this package, RECPDCL may appoint Owners Engineer for monitoring and quality control of the project.
- 2.30.6** The Owners Engineer will monitor the NIT process and the execution of the contract for compliance with the principles mentioned in the Integrity Pact enclosed with this bid document.
- 2.30.7** In order to deal with any grievance (s)/ dispute (s) and to oversee implementation and effectiveness of the Integrity Pact programme pertaining to this Notice Inviting Tender, Bidder(s) may refer the same to Owners Engineer.
- 2.30.8** All pages of the Integrity Pact duly signed by authorized representatives of the Bidder and duly witnessed shall be submitted along with their Bid in accordance with NIT. Failure to submit the original signed copy of the Integrity Pact by the Bidder shall lead to outright rejection of the Bid.

### **2.31 RESTRICTIONS IMPOSED BY GOVT OF INDIA**