

INVITATION FOR BIDS (IFB)

IRCON RENEWABLE POWER LIMITED (IRPL)

INVITATION FOR BIDS (IFB)

FOR

DESIGN, MANUFACTURING, SUPPLY, PACKING & FORWARDING OF DOMESTIC CONTENT REQUIREMENT (DCR) COMPLIANT MONO PERC BIFACIAL SOLAR PHOTO VOLTAIC (SPV) CELL, 10BB+, 182MM FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA (500 MW / 600 MWp)

(Domestic Competitive Bidding)

IFB No.: IRPL/SOLAR/SOLAR PV CELLS /8

Date: 21.03.2023

Tender Search Code: IRPL/SOLAR/SOLAR PV CELLS /8

Bidding Document No: IRPL/SOLAR/SOLAR PV CELLS /8

- 1. IRCON RENEWABLE POWER LIMITED (IRPL) (Hereinafter referred as “ Owner”)** invites online bids from eligible bidders on Two Stage (i.e. Stage-I: Techno-Commercial Bid with NIL deviation and Stage-II: Price Bid) without Reverse Auction for MONO PERC BIFACIAL SOLAR CELLS, 182MM 10BB+ (“Solar PV Cells”) to cater the requirements of Solar PV Modules of **600 MWp SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA** under the purview of Domestic Content Requirements (DCR) through domestic competitive bidding.

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Sr.no	Name of Work	Estimated Cost of Work (Inclusive of GST & all applicable taxes & Transportation (in Rs.))	Earnest Money Deposit (EMD)/Bid Security (in Rs.)	Completion Date/Period
01	Supply of Mono Perc Bifacial Solar Cells ,182 mm, 10BB+ for 600 MWp Solar PV Project at Pavagada Karnataka	897,48,00,000/-	4,54,74,000/-	164 Days

Owner informs all eligible Bidder(s) that two separate tender(s) viz, Solar PV Cells (i.e., this tender) and Solar PV Modules tender of **600 MWp SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA** shall be invited simultaneously by the Owner vide a tender reference as mentioned below:

Tender -1 MONO PERC BIFACIAL SOLAR CELLS, 182MM 10BB+ (“Solar PV Cells”)

IFB No.: IRPL/SOLAR/SOLAR PV CELLS /8 Date: 21.03.2023

Tender Search Code: IRPL/SOLAR/SOLAR PV CELLS /8

Bidding Document No: IRPL/SOLAR/SOLAR PV CELLS /8

Tender -2 MONO PERC BIFACIAL SOLAR MODULES, 182MM 10BB+ (“Solar PV Modules”)

IFB No.: IRPL/SOLAR/SOLAR PV MODULES/9 Date: 21.03.2023

Tender Search Code: IRPL/SOLAR/SOLAR PV MODULES/9

Bidding Document No: IRPL/SOLAR/SOLAR PV MODULES/9

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Owner intends to invite Solar PV Cells Tender-1 vide IFB NO: IRPL/SOLAR/SOLAR PV CELLS /8 for the purpose of discovery of L1 Bidder(s) with the lowest Evaluated bid price as per the terms and conditions of Tender-1.

Whereas, Owner intends to invite Solar PV Modules Tender-2 vide IFB NO: IRPL/SOLAR/SOLAR PV MODULES/9 for the purpose of awarding the work of supplying Solar PV Modules by considering the discovered L1 Bidder(s) price of Solar PV Cells of Tender-1.

All eligible bidders shall also note that successful Solar PV Modules Bidder(s) of Tender-2 shall issue Notification of Award (NOA) to successful bidder(s) of Tender-1 i.e., Solar PV Cells as per the terms and conditions of the Tender-1. Accordingly, Contract Agreement shall be executed between L1 Bidder(s) of Tender-1 and L1 Bidder(s) of Tender-2 within 28 days from the date of Notification of Award to L1 Bidder(s) of Tender-2 as per the terms and conditions of Tender-1 & Tender-2. Thereafter, Solar PV Cell contract execution shall be the joint responsibility of L1 Bidder(s) of Tender-1 and L1 Bidder(s) of Tender -2.

A Tripartite Agreement (as per the Annexure -21 enclosed in Volume-I, Section-III, Standard Formats & Check Lists) shall be executed between the Owner, successful Bidder(s) of Tender-1 and successful Bidder(s) of Tender-2 wherein the Owner shall enable successful Bidder(s) of Tender-2 to enter into a contract agreement with successful Bidder(s) of Tender-1 for the supply of Solar PV Cell as per the terms and conditions of Tender-1.

All eligible bidder(s) of the Tender-1 and Tender-2 shall require to sign and submit a declaration along with their respective Bids in the prescribed Format as per Annexure-22 enclosed in Volume-I, Section-III, Standard Formats & Check Lists documents towards the modality of respective Tender and shall remain valid and binding upon successful Bidder(s) and no deviations shall be accepted.

2. BRIEF SCOPE OF WORK

The scope of work under the subject package inter alia includes Manufacturing Solar PV Cell in the manufacturing plant located anywhere in India, Supply, Packing & Forwarding, Transportation upto Module Manufacturing Plant of L1 Bidder(s) of Tender-2 anywhere in India including inland transit insurance of Domestic Content Requirement (DCR) Solar PV Cells. Detailed specification, Scope of work and Terms & Conditions are given in the bidding documents, which are available for examination and downloading at e-tender portal (as specified in this notice).

INVITATION FOR BID

The detailed scope of work shall be read in conjunction of technical specification vide a Bidding document: Volume -III

3. Detailed specification, Scope of work and Terms & Conditions are given in the bidding documents, which are available for examination and downloading at e-tender portal (as specified in this notice):

CPP Portal Tender Search Code (TSC)	IRPL/SOLAR/SOLAR PV CELLS /8
IFB Date	21.03.2023
Document Sale Commencement Date	21.03.2023
Period of Downloading of Bidding Documents	From 21.03.2023 at 1600 Hrs. upto 11.04.2023 upto 1700 Hrs. (IST)
Pre-Bid Conference and Last Date for receipt of queries from prospective Bidders	31.03.2023 at 1100 Hrs. (IST)
Last Date and Time for receipt of Stage-I (Techno-Commercial) bids & Price Bid	11.04.2023 upto 1700 Hrs. (IST)
Date & Time of opening of Stage-I (Techno-Commercial) Bids	12.04.2023 at 1700 Hrs. (IST)
Cost of Bidding Documents in INR (Non-Refundable)	To participate in the online bidding process the bidders are required to pay mandatorily INR 50,000 /- (Indian Rupees Fifty Thousand only) through NEFT/ RTGS only in IRPL's Bank Account No. 922020009578697, Branch-Square One, Saket, New Delhi-110017, IFSC-UTIB0000160, failing which the bid shall be summarily rejected.

The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e., <https://etenders.gov.in/eprocure/app> free of cost.

3.1 No Queries from Bidders, whatsoever, shall be entertained by Owner beyond the last date of receipt of Queries as specified above.

4.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE OWNER. AS BEING NON-RESPONSIVE AND RETURNED TO THE BIDDER WITHOUT BEING OPENED.

Earnest Money Deposit (EMD) / Bid Security:

The tenderer must furnish the Earnest Money for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

Pay Order/Demand Draft of any Scheduled Bank in India in favour of Ircon Renewable Power Limited payable at New Delhi. It is mandatory for bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details).

Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of IRCON RENEWABLE POWER LIMITED.

EMD value up to Rs 10.00 Lacs must be in the form of Pay Order/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IRPL's bank account no.: Beneficiary Name: Ircon Renewable Power Ltd. Axis Bank Current Account No. 922020009578697, Branch-Square One, Saket, New Delhi-110017, IFSC-UTIB0000160" payable at New Delhi and email ID: emdbg@ircon.org In case of EMD amount being more than 10 Lacs it can also be deposited in the form of irrevocable bank guarantee valid for minimum 180 days beyond the last date of submission of bid , **issued by schedule bank as per the format enclosed in Annexure-7, Volume-I, Section-III, Standard Formats & Check Lists – EMD / BID SECURITY FORM under the BIDDING DOCUMENT. BG not valid for 180 days beyond the last date of submission of bid, will not be considered a valid EMD instrument. The BG must be made invocable at any branch in Delhi/NCR of the issuing bank.**

The schedule bank issuing the bank guarantee must be on the Structure Financial Messaging System (SFMS) platform. A separate advice of the BG shall invariably be sent by the issuing bank to the Employer's bank through SFMS and only after this, the BG shall become operative and acceptable to the employer.

Earnest Money in the form of Pay Order/DD/FDR/BG shall be scanned & uploaded through online e- Procurement process. Further EMD in original form along with a copy of 'SFMS – Messaging Report' sent by the BG issuing Bank sealed in an envelope must be received by Employer at the address specified in the NIT not later than the prescribed date and time for e-bid submission. Proof of transaction towards payment of Earnest Money through NEFT or RTGS shall be scanned either in PDF or JPEG format such that file size is not more than 5 MB and uploaded during the online submission of the e-bid not later than the prescribed date and time for e-bid submission. No interest shall be allowed on Earnest Money Deposit.

Forfeiture of Earnest Money:

The Earnest Money of the tenderer shall be forfeited if he withdraws his tender after opening of the tender during the period of tender validity specified or extended validity period as agreed to in writing by the tenderer.

The Earnest Money of the successful tenderer is liable to be forfeited if he fails to; sign the Contract Agreement in accordance with the terms of the tender or furnish the Performance Guarantee in accordance with the terms of the tender or commence the work within the time period stipulated in the tender.

In case any of successful Bidder(s) of Tender -1 and/or Tender -2 fail to execute the Tripartite Agreement within 28 days of issue of Notification of Award to the successful Bidder(s) of Tender-2 then the EMD/Bid Security of the defaulter bidder shall be forfeited.

In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

Return of Earnest Money:

The Earnest Money of the unsuccessful tenderers in the form of FDR/BG shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/Pay Order/ NEFT or RTGS shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.

The Earnest Money Deposit of the successful tenderer shall be dealt as under:

The Earnest Money Deposit of the successful tenderer shall be returned after submission of the Performance Bank Guarantee / Performance Security in the acceptable form as per relevant contract conditions and verification of the same from the issuing bank.

In case, there is no provision in the contract for submission of Performance Bank Guarantee: If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee (BG), the FDR/BG shall be returned after deduction of an equivalent amount from the first on account bill and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

If the Earnest Money Deposit (EMD) is in the form of Demand Draft/Pay Order/ NEFT or RTGS, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

4.1 Benefits to Micro and Small Enterprises (MSE) bidder: **Applicable** (relevant provisions of bidding documents may be referred).

4.2 Solar photovoltaic (SPV) cells and modules should also be DCR (Domestic Content Requirement) compliant as specified by MNRE/

5. Qualifying Requirements for Bidders:

In addition to the requirements stipulated under section Instruction to Bidder (ITB), the Bidder should also meet the qualifying requirements stipulated hereunder in Clause 1.0 and Clause 2.0:

1.0 TECHNICAL CRITERIA

1.1 **Route :1** The Bidder should have manufactured and supplied Solar PV Cells of cumulative capacity of 40 (Forty) MWp or above, out of which at least one such supply order should be of 10 (Ten) MWp or above capacity, prior to the date of Techno-commercial Bid opening.

OR

1.2 **Route :2** The Bidder should be Group company/Holding Company or Subsidiary company of the SPV Cells manufacturer meeting the requirements of Clause 1.1 above. In such a case, Bidder shall furnish a letter of Undertaking jointly executed by the SPV Cells Manufacturer and the Bidder along with its Techno-commercial Bid for complete performance of the contract jointly or severally as per format enclosed in the bidding document :Annexure 4 & Annexure-12A (Enclosed in Volume -I Section-III) ,failing which the Bidder's Techno-commercial bid shall be liable to be rejected.

Notes:

1. The reference supply order of minimum capacity of 10 MWp or above only shall be considered for cumulative capacity determination in Clause 1.1 and Clause 1.2.
2. Solar PV Cells based supply order for Roof-top/Floating solar power projects, which are grid connected, shall also be considered eligible for QR (Qualification Requirement) purposes.
3. Bidder shall submit certificate of successful completion of supply order.

MONO PERC BIFACIAL SOLAR CELL,182MM 10BB+ FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA BIDDING DOCUMENT NO.: IRPL/SOLAR/SOLAR PV CELLS /8	INVITATION FOR BID	Page 7 of 12
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4. The bidder shall also be considered qualified in case the award for executing the reference work has been received by the Bidder either directly from owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the Bidder along with its Techno-commercial Bid in support of Bidder's claim of meeting qualification requirement as per clause 1.1 above.

2.0 FINANCIAL CRITERIA

- 2.1 The average annual turnover of the Bidder should not be less than INR 128 Crore (Indian Rupees One Hundred Twenty Eight Crore only) during the preceding three (3) completed financial years as on date of Techno-commercial Bid opening.

In case a 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 along with its Techno-commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the Bidding documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

- 2.2 Net Worth of the Bidder as on the last day of the preceding financial year should not be less than 100% (hundred percent) of Bidder's paid-up share capital. In case the Bidder does not satisfy the Net Worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid-up share capitals.

Net worth in combined manner shall be calculated as follows:

Net worth (combined) = $(X1+X2+X3) / (Y1+Y2+Y3) \times 100$ where X1, X2,X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1,Y2,Y3 are individual paid up share capitals.

2.3 In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents on substantiation of its qualification:

- a) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
- b) Certificate from the CEO/ CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company.

In case where audited results for the last financial year as on date of Techno- commercial Bid opening is not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of three consecutive financial years preceding the last financial year shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on date of Techno- commercial Bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

Notes for Clause 2.0:

- (i) Net worth means the sum total of the paid-up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.

(iv) For Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-commercial Bid opening shall be used.

6. Owner reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.
7. Interested parties are required to get registered with Central Public Procurement (CPP) Portal website <https://etenders.gov.in/eprocure/app> may be referred for detailed terms and conditions of the bidding documents, which is available online. Amendments / Corrigendum / Addendum if any would be hosted on the website only.

The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. <https://etenders.gov.in/eprocure/app> free of cost.

It is mandatory for all the bidders to have a valid Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement process. It is mandatory for the bidders to get their firm /company registered with e-procurement portal <https://etenders.gov.in/eprocure/app> to have user ID & password.

Instructions to Bidders for Online Bid Submission on the e-Procurement portal <https://etenders.gov.in/eprocure/app>

Bidders may download and refer the "Instructions for Online Bid Submission" from (<https://etenders.gov.in/eprocure/app;jsessionid=F90A7689A0BF87EF35B88D2CA57C6FD4.cppsug> ep2?page=StandardBiddingDocuments&service=page)

The cost of the bidding documents as mentioned above is required to be submitted in the form of a crossed account Payee Demand Draft in favour of "**Ircon Renewable Power Ltd**", Payable at **New Delhi** at the below mentioned address for communication along with GSTIN and Organization ID registered with CPP. Interested Bidders can also pay for the cost of documents as mentioned above in the form of Electronic transfer/ NEFT Payments in the following account details of IRPL.

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- 7.1 Interested Bidders can pay for the cost of bidding documents as mentioned above in the form of electronic transfer/NEFT Payments in the following account details of IRPL:

Beneficiary Name	Ircon Renewable Power Limited
Account No.	922020009578697
IFSC Code	UTIB0000160
Name of the Bank	Axis Bank
Branch Code	NIL
Address	Branch-Square One, Saket, New Delhi- 110017

While carrying out online transfer, Bidders shall ensure to enter “Tender Fee - Tender No-Bidder Name” in the Text / Remarks / Reason field. Bidder shall intimate the details of same through email to Employer as mentioned below at para 12.0 requesting for access for download of the bidding documents in working hours between Monday to Friday:

Note: No hard copy of Bidding Documents shall be issued.

- 7.2 Issuance of Bid Documents to any Bidder shall not construe that such Bidder is considered to be qualified. Bids shall be submitted online. Bidder shall furnish Bid Security, Integrity Pact, Pass Phrase and Power of Attorney separately offline as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below.
8. Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

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9. Address for communication:

Chairman, IRPL

IRCON RENEWABLE POWER LIMITED

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