

RFP No.: KREDL/07/SOG/F-108/KUSUM-C/2022-23/Call-2 dtd: 16.03.2023

Request For Proposal (RFP) Document

for

Selection of Solar Power Generators (SPGs) on the basis of Build Own & Operate (BOO), for Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in HESCOM & CESC jurisdiction totally covering 75,000 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme



KARNATAKA RENEWABLE ENERGY DEVELOPMENT LTD.

(A Govt. of Karnataka Undertaking)

Head Office, #6/13/1, 10th Block, 2nd Phase,
Nagarbhavi, Bengaluru-560072
kredlmd@gmail.com & agm.sogkredl@gmail.com
Ph. No.: 080-22202100

Contents

Volume I	Request For Proposal (RFP)
Volume II	Power Purchase Agreement (PPA)

DISCLAIMER

The information contained in this Request for Proposal (“**RFP**”) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of KREDL or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by KREDL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by KREDL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for KREDL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KREDL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

KREDL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

KREDL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. KREDL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that KREDL is bound to select a Bidder or to appoint the SPG, as the case may be, for the Project and KREDL reserves the right to reject all or any of the Bidders or Bids without assigning any reasons. KREDL can cancel the tender at any instance without assigning any reasons. The decision of MD, KREDL will be final in such matter.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KREDL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and KREDL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

LIST OF ABBREVIATIONS

AC	Alternating Current
Ag.	Agriculture
BOS	Balance-Of-System
CEA	Central Electricity Authority
CEIG	Chief Electrical Inspector of Government
CERC	Central Electricity Regulatory Commission
CFA	Central Financial Assistance
COD	Commercial Operation Date
CPV	Concentrator Photo Voltaics
CT	Current Transformer
DC	Direct Current
DCR	Domestic Content Requirement certificate
HP	Horse Power
IEC	International Electro technical Commission
IEEE	Institute of Electrical and Electronics Engineers
IoT	Internet of Things
INDC	Intended Nationally Determined Contribution
IS	Indian Standard
IST	Indian Standard Time
KERC	Karnataka Electricity Regulatory Commission
kV	Kilo Volt
kW	Kilo Watts
kWp	Kilo Watt peak
LOA	Letter Of Award
LT	Low Tension
MCB	Miniature Circuit Breaker
MDAS	Meter Data Acquisition System
MIS	Management Information System
MNRE	Ministry of New & Renewable Energy, Government of India
MW	Mega Watt
ITB	Invitation to Bidders
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PCU	Power Conditioning Unit
PID	Potential-Induced Degradation
PPA	Power Purchase Agreement
PT	Potential Transformer
PV	Photo Voltaic
PVC	Poly Vinyl Chloride
RCCB	Residual Current Circuit Breaker
RESCO	Renewable Energy Service Company
RMS	Remote Monitoring System

RTC	Real Time Clock
SCADA	Supervisory Control And Data Acquisition
SEDM	Solar Energy Data Management
SMB	Sub Miniature version Board
SNA	State Nodal Agency for Renewable Energy
SPG	Solar Power Generator
SPV	Special Purpose Vehicle
SS	Sub Station
STC	Standard Testing Condition (“STC” shall mean Standard Testing Condition for solar cells and PV modules with airmass AM1.5, irradiance 1000W/m2, and cell temperature of 25°C)
TPI	Third-Party Inspection
TPIA	Third-Party Inspection Agency’ appointed by KREDL/ESCOM and/ Or MNRE as may be applicable
UAT	User Acceptance Test
W	Watt
Wp	Watt peak

VOLUME – I

Request For Proposal

Table of Contents

1	Invitation to bidders	10
1.1	PREAMBLE	10
1.2	ABOUT PM-KUSUM SCHEME.....	10
1.3	SANCTIONED CAPACITY.....	11
1.4	OBJECTIVE	11
1.5	LOCATION OF SOLAR POWER PLANT INSTALLATION.....	11
1.6	SCOPE OF BIDDING	11
1.7	ROLE OF THE SPG / SUCCESSFUL BIDDER.....	12
1.8	CAPACITY OF THE PROJECT.....	12
1.9	SELECTION OF BIDDERS	13
1.10	CONNECTIVITY WITH THE GRID.....	14
1.11	APPLICABILITY OF CENTRAL FINANCIAL ASSISTANCE (CFA).....	14
2	KEY DEFINITIONS	16
3	Instructions to bidders	21
3.1	INSTRUCTIONS	21
3.2	KEY BID DATA	24
3.3	KEY TIMELINES	25
3.4	KEY VALUE AND INFORMATION ON CERTAIN SUBMISSION	27
4	Scope Of Work.....	29
4.2	GRID CONNECTIVITY COMPLIANCE	30
4.3	METERING	31
4.4	REMOTE MONITORING SYSTEM (RMS)	32
4.5	TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP	33
4.6	INSURANCE	34
4.7	APPLICATION OF INSURANCE PROCEEDS	34
4.8	CONDITIONS PRECEDENT	34
4.9	TECHNICAL CAPACITY & FINANCIAL CLOSURE	35
4.10	COMPLETION PERIOD.....	35
4.11	COMMISSIONING AND COMMERCIAL OPERATION DATE	35
4.12	DELAY IN COMMISSIONING AND PENALTY	36
4.13	CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES.....	36
4.14	CAPACITY UTILISATION FACTOR (CUF).....	37
4.15	OPEN ACCESS RESTRICTION:	37
4.16	RELEASE OF CFA:.....	37
4.17	FORECASTING AND SCHEDULING	38
4.18	SHARING OF CLEAN DEVELOPMENT MECHANISM (CDM) BENEFITS:	38
4.19	NOTICE BOARD FOR DISPLAY AT SITE:	38
5	ELIGIBILITY & QUALIFICATION:	40
5.1	ELIGIBILITY REQUIREMENT:	40
5.2	QUALIFICATION REQUIREMENT	41
5.3	GENERAL TERMS OF BIDDING FOR ELIGIBILITY CRITERIA:	41
5.4	OTHER TERMS OF BIDDING FOR ELIGIBILITY CRITERIA:	45
6	BID DOCUMENTS	49
6.1	CONTENTS OF THE BID DOCUMENTS	49
6.2	CLARIFICATIONS.....	50
6.3	ADDENDA/CORRIGENDUM/AMENDMENT OF RFP	50
7	PREPARATION AND SUBMISSION OF BIDS.....	52
7.1	PURCHASE OF RFP:.....	52

7.2	FORMAT AND SIGNING OF BID	52
7.3	SUBMISSION OF BID	52
7.4	BID DUE DATE.....	54
7.5	LATE BIDS	54
7.6	SUBMISSION OF BID SECURITY	55
7.7	LANGUAGE OF BIDS	55
7.8	COST OF BIDDING	55
7.9	VERIFICATION OF INFORMATION.....	55
7.10	VALIDITY OF BIDS	56
7.11	SUBMISSION OF TECHNO-COMMERCIALBID (PART-1)	56
7.12	SUBMISSION OF FINANCIAL BID (PART-II):.....	56
7.13	WITHDRAWAL OF BIDS	57
7.14	REJECTION OF BIDS.....	57
8	BID OPENING & EVALUATION	59
8.1	BID OPENING	59
8.2	EXAMINATION OF BIDS	59
8.3	CONFIDENTIALITY	59
8.4	CORRESPONDENCE WITH THE BIDDER	60
8.5	CONTACTS DURING BID EVALUATION	60
8.6	BID EVALUATION.....	60
8.7	TECHNO-COMMERCIAL BID EVALUATION	61
8.8	FINANCIAL BID EVALUATION	61
8.9	NEGOTIATION	61
8.10	SELECTION OF BIDDERS	62
8.11	RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS	62
8.12	RESERVATION OF RIGHTS	63
9	Execution of the Project.....	65
9.1	LETTER OF AWARD	65
9.2	PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE-PBG)	65
9.3	SIGNING OF POWER PURCHASE AGREEMENT (PPA):	65
9.4	CANCELLATION OF LOA:.....	66
9.5	RETURN OF BID SECURITY (EMD).....	66
9.6	FORFEITURE OF BID SECURITY (EMD)	66
9.7	RELEASE OF PERFORMANCE BANK GUARANTEE (PBG)	66
9.8	FORFEITURE OF PERFORMANCE BANK GUARANTEE (PBG).....	67
9.9	TERMINATION OF PPA:	67
9.10	PAYMENT SECURITY MECHANISM	67
9.11	FORCE MAJEURE.....	67
10	OTHER TERMS AND CONDITIONS	69
10.1	FRAUD AND CORRUPT PRACTICES	69
10.2	JURISDICTION OF CONTRACT	70
10.3	OTHERS.....	70
11	BID SUBMISSION FORMATS	72

SECTION-1

INVITATION TO BIDDERS

1 INVITATION TO BIDDERS

1.1 Preamble

Karnataka Renewable Energy Development Limited (“KREDL”) incorporated under the Companies Act, 1956 is a nodal agency of the Government of Karnataka (“GoK”) to facilitate the development of renewable energy in Karnataka. KREDL processes all applications received for setting up of renewable energy generating plants and based on their recommendation, GoK approvals and grants rights to such independent power producers to set up their generation plants in Karnataka. Subsequently, KREDL also monitors progress of various renewable energy projects in Karnataka.

1.2 About PM-KUSUM Scheme

1.2.1 Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyan (“**PM-KUSUM**”) scheme is aimed at ensuring energy security for farmers in India, along with honouring India’s commitment to increase the share of installed capacity of electric power from non-fossil-fuel sources to 40% by 2030 as part of Intended Nationally Determined Contributions (INDCs).

1.2.2 In March 2019, Government of India launched **PM-KUSUM** scheme with the objective of financial and water security to farmers. The Ministry of New & Renewable Energy (MNRE), Government of India (GoI) vide OM no.:32/645/2017-SPV Division dated 22.07.2019 issued operational guidelines for implementation of PM-KUSUM scheme for the following three components:

- i) **Component-A:** Setting up of decentralized ground mounted grid connected renewable power plants of individual plant size up to 2 MW;
- ii) **Component-B:** Installation of stand-alone solar powered agriculture consumers of individual pump capacity up to 7.5 HP; and
- iii) **Component-C:** Solarization of grid connected agriculture pumps of individual pump capacity up to 7.5 HP. This component also included feeder level solarization.

1.2.3 Feeder Level Solarization under Component–C:

The MNRE, GoI vide OM no.: 32/645/2017-SPV Division, dated 04.12.2020 have issued separate operational guidelines for Feeder Level Solarization under Component-C. The scheme shall be implemented where agriculture feeders have already been separated.

Feeder level solar power plant may be installed to cater to the requirement of power for a single feeder or for multiple agriculture feeders emanating from a Sub-station (**hereinafter referred to as “SS” in this RFP**) to feed power at 11 kV side of the SS depending upon factors like availability of land, technical feasibility, etc.,

1.2.4 The Government of Karnataka (GoK) has nominated KREDL as Implementing agency for Feeder Level Solarization in HESCOM & CESC jurisdiction and to implement the scheme through RESCO mode.

1.3 Sanctioned Capacity

MNRE has sanctioned 10000 IP sets to CESC & 65000 to HESCOM under the scheme.

1.4 Objective

KREDL intends to select competent and eligible bidder, hereinafter to be referred as **“Solar Power Generator(“SPG”)** for the work of Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in CESC & HESCOM jurisdiction covering 75,000 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme.

The selected SS(s) herein after referred to be as **“Project(s)”**. List of Projects with Project capacity is detailed in **Annexure-XX**.

1.5 Location Of Solar Power Plant Installation

- 1.5.1 The RESCO Developer (Successful bidders hereinafter referred as **“SPGs”**) shall identify the land nearer to the Sub-station for setting up the Project on the locations within the geographical boundary of respective ESCOM and make arrangements for associated infrastructure for development of the Project. The solar plant shall be installed by the successful bidder for the capacity allotted and power shall be injected at 11 kV bus of the SS through single/multiple evacuation line(s).

1.6 Scope Of Bidding

- 1.6.1 The bidder shall bid for the total capacity of the **Project** . Each bidder can bid for any number of projects subject to Techno-Commercial criteria. The bidder is not allowed to bid for partial capacity of the project, when a project is having more than one agriculture feeder.
- 1.6.2 The basis of evaluation of the price bids shall be the levelized quoted tariff for 25 years in Rs. X.XX per kWh in the price schedule. To further clarify, all the costs including applicable taxes (incl. GST), duties, etc. pertaining to “Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in HESCOM & CESC jurisdiction covering total of 75000 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme”, shall be inclusive in the Price Bid, quoted by the Bidders for the purpose of comparison and evaluation. Bidders are required to quote the tariff upto Two (2) decimal and no price variation on any account shall be considered.
- 1.6.3 This RFP document is common for all the Project(s). However, it may be noted that, for all intents and purposes, the Project(s) are independent of each other and the Bidder shall, as part

of its Financial Bid, shall quote tariff separately for each Project for which the bidder submitting the Bids in accordance with this RFP document.

- 1.6.4 It is important to note that, the Bidder including its Parent, Ultimate Parent, Affiliate, Group Business Entity ('ies) or any other Group Entity ('ies) either bidding as Single Bidder or as a Consortium can submit only One (1) Bid per Project.
- 1.6.5 An Individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Consortium cannot be a member of any other Bidder Consortium or an Individual Bidder applying for qualification.
- 1.6.6 The Bidder shall furnish details including its Parent, Ultimate Parent, Affiliate, Group Business Entity ('ies) or any other Group Entity ('ies) either bidding as Single Bidder or as a Consortium participating in the Bidding Process as per the format provided in '**Details of the Bidder**' in **Annexure-III**.

1.7 Role Of The SPG / Successful Bidder

- 1.7.1 The SPGs shall be responsible for "Design, Survey, Supply, Installation, Testing, Commissioning, Operation & Maintenance of grid connected distributed solar power plants for solarization of selected Agri feeders at Sub-Station (SS) level in HESCOM & CESC jurisdiction covering total of 75,000 IP sets, its associated 11kV line to connect the plant with concerned SS and Remote Monitoring System (RMS) of solar power plants through RESCO mode, for 25 years under Component C-Feeder Level Solarization of PM-KUSUM scheme", in accordance with the provisions of the PPA to be entered into between the SPG and respective ESCOM. The tariff discovered through bidding process will be sent to KERC for approval. After approval of KERC, the SPG shall execute the PPA as per this RFP and the SPG shall pay necessary charges to KERC.
- 1.7.2 SPGs shall identify the land nearer to SS, get ownership of land or its lease rights or combination of the above required for the Project at their own discretion. The responsibility of the successful Bidders shall include but not limited to identification of such land, conducting a due diligence upto the Bidder's satisfaction, negotiation of the land/lease price with the land owners as per the direction of Deputy Commissioner of the concerned district.

1.8 Capacity Of The Project

- 1.8.1 As per MNRE guidelines, the capacity for a Project is limited to the annual consumption of the selected Agri feeders of respective SS & the solar energy to be injected to SS is detailed in **Annexure-XX**.
- 1.8.2 The Bidder is eligible to quote the price for number of projects based on the Financial Criteria as stipulated under Clause 5.2.2 of this RFP.

Illustration: For avoidance of doubt, in case a Bidder is eligible to quote for 10 MW (AC) capacity in aggregate based on its Technical and Financial Criteria, then the Bidder can quote the respective Tariff for one or more projects with the total capacity of the project quoted shall not

exceed 10 MW (AC). In case the Bidder quotes cumulatively for more than 10 MW (AC) across project(s), all the Bids submitted by the Bidder shall be summarily rejected.

Examples are as detailed in below table:

S.No	Name	Capacity (in MW)	Remarks
1	Project-1	10 MW (AC)	Eligible to bid for the whole capacity of Project with 10 MW(AC)
2	Project-2	4 MW (AC)	Eligible to bid for the total capacity of project and Bidder can still quote for the balance 6MW under any another project(s) with 6 MW (AC) capacity
3	Project-3	3 MW (AC)	Eligible to bid for the total capacity of the project and Bidder can still quote for the balance 7MW under any another project(s) with 7 MW(AC) capacity
4	Project-4	5 MW (AC)	Eligible to bid for the total capacity and Bidder can still quote for the balance 5MW under any another project(s) with 5 MW(AC) capacity

- 1.8.3 On opening of the Price Bid, KREDL reserves the right for allocation of the final Project capacity for all the successful bidders corresponding to their quoted/negotiated Tariff.

1.9 Selection Of Bidders

- 1.9.1 The techno-commercial bids of the bidders will be evaluated as per the Section-5 of this RFP.
- 1.9.2 Price bids of the techno-commercially (Technical criteria & Financial capacity) qualified bidders will be opened.
- 1.9.3 It is pertinent to the bidders shall specify the list of projects while submitting the technical bids, without disclosing the price quoted as per the format provided in **Annexure-XVII**. The bids received with price list during techno-commercial evaluation will be considered as non-responsive.
- 1.9.4 The Ranking list of the techno commercially qualified bidders will be prepared for each Project in ascending order (L1, L2, L3,....Ln) by listing each of the Tariff quoted in the Price schedule.
- 1.9.5 -Void.
- 1.9.6 KREDL will negotiate with L1 bidder(s) of each Project in the bidding portal in an effort to get it reduced further, and after such negotiations, the tariff discovered/negotiated will be sent to KERC for approval. After obtaining approval from KERC for the negotiated L1 tariff, LOA will be issued to the successful bidders and such bidders shall execute the Power Purchase Agreement (hereinafter referred as the **“PPA”**) as per the conditions stipulated in Clause 9.1 and 9.3 of this RFP.