- ii. The net worth to be considered for the above purpose will be the cumulative networth of the Bidding Company or the Consortium bidding in tender, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG in case the Bidder(s) is not able to do so in accordance with the NIT.
- iii. The Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

AND

4.3.2 Minimum Average Turnover:

The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) of **INR 40 Lakhs/MW** of the quoted capacity (Indian Rupees 40,00,000/- per MW), during the last three financial years, i.e., 2021-22, 2020-21 and 2019-20. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the required annual turnover.

AND

4.3.3 Liquidity:

The Bidder shall demonstrate Working Capital or Line of Credit for the last Financial Year, 2021-22, for a minimum amount of **Rs. 22.5 Lakhs. /MW** of the quoted capacity (Indian Rupees **22,50,000/- per MW**).

- **4.3.4** The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 4.3.1, 4.3.2 and 4.3.3 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate. In this case, a Bidder can use the credential of only a single affiliate to meet all the financial eligibility criteria. In such cases, the Bidder, at the time of submission of the bid, shall be required to submit Board Resolutions from the respective Affiliate, undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the NIT. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate, at the time of submission of the bid, undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate shall be required to be submitted prior to signing of PPA.
- **4.3.5** For the purposes of meeting financial requirements, only latest 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 account.
- **4.3.6** A Company/Consortium would be required to submit annual audited accounts for the last FY, 2021-22, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover, working capital certificate (if applicable) from a practicing

Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria.

Note: In case of bidder seeking eligibility using credential of foreign Parent/Ultimate Parent/Affiliate entity, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this NIT falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- **4.3.7** For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, the Bidder shall follow the procedure/ submit document as elaborated in Clause 4.3.6 above.
- **4.3.8** In case the response to NIT is submitted by a Consortium, then the financial eligibility requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 10 MW, then, total Net-Worth to be met by the Consortium is Rs. 20 Lakhs x 10 MW = Rs. 2 Crores. Minimum requirement of Net-Worth to be met by Member A would be Rs. 1.4 Crores and the one to be met by Member B would be Rs.0.6 Crores. Similar methodology shall be followed for computation of other requirements.

- **4.3.9** <u>Note:</u> Wherever applicable, audited accounts for the last FY, 2021-22 will be required to be submitted for meeting the qualification requirements. In case the audited annual accounts of FY 2021-22 are not available, then, audited annual accounts of FY 2020-21 can be considered. In such case, computation of MAAT shall include FY 2018-19 too.
- 5 **Bid Security/EMD:** The bidder shall furnish the bid Earnest Money Deposit (EMD) of **INR 500 per kWp** of quoted Capacity (Indian Rupees Five Hundred per kWp of quoted Capacity) in any one of the following ways:
 - 5.1 Demand Draft/Banker's Cheque drawn in favour of "AO (Cash), o/o CGM BSNL, NTR, New Delhi" and payable at New Delhi separately for each zone participated.
 - 5.2 Bank Guarantee (BG) against EMD:

- i. Bank Guarantee(s) from a Scheduled Bank in India (except Co-operative Banks), drawn in favor of "AO (Cash), o/o CGM BSNL, NTR, New Delhi", according to Format under Section-7(A) and valid for 150 days from the date of bid opening, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/LLP/Firm (through its partners)/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.
- **ii.** The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
- **iii.** BSNL will accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by BSNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with BSNL.
- **iv.** The Bank Guarantee (BG) or amendment to be submitted against EMD shall be effective only when the BG is duly verified with the issuing bank. **BG issuing Bank shall also generate an SFMS to the above Bank.**
- v. MSE (Micro & Small Enterprise) bidders are exempted from payment of EMD/Bid Security provided they submit **current and valid** Udyam Registration Certificate (URC) issued from the Ministry of MSME for the manufacturing of Solar PV system. Udyam Registration Certificate (URC), submitted by MSE bidder in their online bid for claiming exemption from Bid Security, should be current & valid on the date of opening of technical bid part. The scope of area of the above MSE registered bidders may be for designing/ manufacturing/ installation and commissioning of Solar PV plants.
- 6 Date & Time of Submission of Tender bids: on or before 11:30Hrs of 28/06/2023 (tender closing date).
 - 6.1 In case the date of submission of bid is declared to be a holiday, the date of submission of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
 - 7 **Date & time of Opening of Tender Bids:** The date and time of opening of the tender bids shall be at **14.00Hrs** of 30/06/2023(tender opening date).
 - 7.1 In case the date of opening of bid is declared to be a holiday, the date of opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

8 Place of opening of Tender bids:

The tenders shall be opened through **'Online Tender Opening Event'**. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer to Section-4 Part C of Tender document for further instructions.

9 Tender bids received after the due time & date will not be accepted.

- 10 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
- 11 CMD, BSNL reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest bid.
- 12 The bidder shall furnish a declaration, as per Section 6 (A), in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.
 - 12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
 - 12.2 All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
 - 12.3 All computer-generated documents should be duly signed/ attested by the bidder/ bidder organization.

BSNL Contact-1	
Contact Person	Sh. I.P. Garg SDE (EP)(E-Tender)
Telephone	011-23319560[between 10:00 hrs. to 17:30 hrs. on working days]
E-mail ID	eeebsnled3@gmail.com
BSNL Contact-2	
Contact Person	Sh. Yogesh Kumar Sharma EE(E)
Telephone	011-23329552[between 10:00 hrs. to 17:30 hrs. on working days]
E-mail ID	eeebsnled3@gmail.com

13 The queries in respect of this bid document, if any, can be submitted through Email latest upto 23/06/2023. Any query received after this date will not be entertained

SECTION- 2 Tender Information

1. Background & Introduction

- 1.1 Bharat Sanchar Nigam Limited (hereinafter called "BSNL") is a Government of India Enterprise under the administrative control of the Ministry of Communications to provide telecom and other related services Pan India except in Delhi and Mumbai Metros which are catered by MTNL.
- 1.2 BSNL has huge building rooftop space across India which can be utilized for the installation of rooftop Solar to generate renewable energy. The solar potential of BSNL rooftop space is estimated to be about 50MWp at present.
- 1.3 One of the targets enshrined by the Government of India under the "Panchamrit" announced by the Hon'ble Prime Minister at the COP 26 summit at Glasgow, is meeting 50% of total energy requirements from renewable energy by 2030 and net zero by 2070.
- 1.4 BSNL to be the active participant of Govt of India's green energy target and to reduce its carbon footprint has decided to explore and exploit its resources to harness green energy through solar and wind renewable energy technology.
- 1.5 BSNL, in line with the Renewable Energy target of the Government, has proposed to install Grid-Connected Rooftop Solar PV Projects in its premises/buildings, to increase electricity consumption through renewable energy. As a part of Govt initiatives, BSNL hereby invites proposals for setting up of around 10 MW Grid-Connected Rooftop Solar PV (RTSPV) Projects on a Build Own Operate and Transfer (BOOT) basis, on the buildings owned by itself in RESCO Model.
- 1.6 The Bidders will be free to avail of fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays, carbon credit etc. as available for such Projects. The same will not have any bearing on the comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail of various tax and other benefits. No claim shall arise on BSNL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. BSNL does not, however, give a representation on the availability of fiscal incentives, and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of, the fiscal incentives.
- 1.7 No separate Central Financial assistance is envisaged for the implementation of the projects selected under this NIT.

2. Invitation for Bids

2.1 Type of tender:-

- i. No. of Bid Submission Stages for e-tender: Single Stage
- ii. No. of e-Envelopes for submission of Bids: Two Nos (Opening Stages) (Please see Note-2)
 - **Note 1**:-The bidder shall submit Techno-commercial bid and financial bid simultaneously by the bid submission end date & time as per e-tender portal.
 - **Note 2:-**In 1st stage technical bid part shall be opened. Financial bids of only those bidders shall be opened in the 2nd stage, who are found to be techno-commercially responsive.

2.2 It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid (CPP) portal for which they are required to contact NIC.

For proper uploading of the bids on the CPP portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal. BSNL in no case shall be responsible for any issues related to timely or proper uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 2.3 Bidders should submit their bid proposal complete in all aspects on or before the last date and time of Bid Submission as mentioned on CPP portal https://etenders.gov.in/eprocure/app and BSNL website http://www.bsnl.co.in.
- 2.4 BSNL reserves the right to cancel/withdraw/defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.5 INTERPRETATIONS

- a) Words comprising the singular shall include the plural & vice versa.
- b) An applicable law shall be construed as a reference to such applicable law including its amendments or re-enactments from time to time.
- c) A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- d) Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- e) The table of contents and any headings or sub headings in the contract have been inserted for case of reference only & shall not affect the interpretation of this agreement.

Digitally signed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.

Note: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.

3. **Bid Validity Period:**

The Bidder shall submit the response to NIT which shall remain valid up to the date as on **120 days** from the date of bid opening ("Bid Validity"). BSNL reserves the right to reject any response to NIT which does not meet the aforementioned validity requirement.

4. The tender offer shall contain two electronic envelopes viz. techno-commercial and financial envelope. The techno-commercial part/envelope will be opened first and then second electronic envelope consisting of financial bids will be opened for those bidders whose techno commercial bids are found to be responsive.

4.1 Techno-Commercial (First e-Envelope)

Techno-commercial e-Envelope [Termed as technical envelope on E-tender portal] shall contain **scanned copies** of the following document, but not limited to documents:

- (a) EMD or valid Udyam Registration certificate, if claiming exemption under MSE (Micro or Small Enterprise) Category or Proof of successful e-Payment of EMD, as the case may be.
- (b) DD towards Tender fee or valid Udyam Registration certificate if claiming exemption under MSE (Micro or Small Enterprise) Category or Proof of successful e-Payment of Tender Fee ,as the case may be.
- (c) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
- (d) Power of Attorney (PoA) & authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A. (not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favour of authorized signatory.
- (e) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- (f) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- (g) Attestation of the signature of the authorized signatory, issuing PoA, by Bank.
- (h) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- (i) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-1.
- (j) Letter of authorization for attending bid opening event as per Section -7 Part (C).
- (k) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- (1) Undertaking & declaration duly filled & signed as per Section-6 Part A.
- (m) Tender / Bid Form-Section 9 Part A.
- (n) Checklist of the documents submitted as per Annexure-2.
- (o) The concessionaire Agreement for bidder participating through consortium.

4.2 Financial Bid (Second e-Envelope) envelope shall contain:

(a) Bidder shall submit financial bid containing the followings:

- (i) Price Bid as per Section-9 Part B
- (ii) Bid Form duly filled and signed by authorized signatory as per Section-9 Part B.

(b) **Bidding Parameter:**

(i) <u>A single levelized tariff as a bidding parameter</u>: Under this NIT, the bidding parameter shall be the tariff quoted by the Bidder i.e., a fixed tariff in Rs. /kWh for the term of the PPA.

- (ii) <u>A single tariff to be quoted for each State</u>: A single tariff shall be quoted by the bidder in a particular state. The single tariff for an individual state will be applicable on all the buildings falling geographically under the respective state. Decision of a particular building falling under a specific state will be taken by BSNL and shall be binding on all parties concerned.
- (iii) The above tariff fixed for the term of the PPA-shall include all costs related to the Scope of Work as per the NIT and Obligations of the SPD under the PPA. The Bidder shall quote for the entire facilities on a "single responsibility" basis such that the tariff covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (25 years), inclusive of all taxes. The fixed tariff should be quoted while accounting for the cost of grid-connectivity and net metering application/ security deposit etc. All costs associated with net-metering will have to be borne by the successful Bidder/SPD where applicable.
- (iv) The tariff shall remain firm and fixed and shall be binding on the Successful Bidder/SPD for the Term of the PPA irrespective of actual cost of execution of the Project. No escalation on the tariff will be granted for any reason whatsoever. The SPD shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- (v) The fixed tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respects and no price variation/adjustment shall be payable by BSNL. However, statutory variation of taxes and duties may be paid by the BSNL.
- vi. Only a single tariff bid for each State, for the cumulative Project capacity quoted by the bidders, shall have to be filled online in the Electronic Form provided at the CPP portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

vii. Important Note:

- (a) The Bidding envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.
- (b) In case the Bidder submits the online documents on CPP within the bid submission deadline but fails to submit the documents offline as per NIT within 5 working days after bid submission deadline, the online bid of the Bidder shall not be opened and shall be 'archived' on the CPP portal. Similarly, bids submitted offline but without any online submission on CPP portal shall not be opened.

For e.g., if the bid submission deadline is 18:00 hrs on 05.10.2022, the above deadline will expire at 18:00 hrs on 10.10.2022. In case of the above deadline being a holiday, the next working day in BSNL will be the deadline for offline submission.

4.3 Offline Documents:

The following documents are required to be submitted offline (i.e. **offline submissions**) to The **Executive Engineer (E), BSNL ED-II, Eastern Court, Janpath New Delhi** in a sealed envelope <u>within 5 days after opening of bids (technical part)</u>. However, scanned copies of all these

documents <u>shall be mandatorily uploaded</u> in **Technical Envelope**. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- 4.3.1 EMD Bid security (in original) or certificate claiming exemption (by MSE bidders).
- 4.3.2 DD/ Banker's cheque of Tender fee (in original) or certificate claiming exemption (by MSE bidders).
- 4.3.3 Power of Attorney in accordance with **Clause 14.3 of Section 4 Part A** and authorization for executing the power of Attorney.
- **4.3.4** Integrity Pact (on plain paper), applicable only if tender's estimated value exceeds the threshold of **Rs. 10.0 Crores (in Circle level) and Rs.25 Crore (in corporate level) and above.**

Note: Please Note that the online bid shall be archived unopened/rejected at the bid opening stage, if the **scanned copies** of proof of payment of Tender Fee/EMD or proof of valid MSE Certificate for claiming exemption of payment of Tender Fee/EMD are not found in the technical bid part in CPP Portal. Moreover, if the Original DD/EMBG towards Tender Fee/Bid security (if not paid through electronic payment mode) are not received within 5 days after opening of technical bid parts, then the online submitted bids shall be rejected.

5 Payment Terms:

- 5.1 The bidder should submit the invoice of bills monthly to the officer in-charge of the zone as per the rate, terms, and conditions of the Power Purchase Agreement (PPA). The Tax Invoices are to be submitted by bidder in triplicate.
- 5.2 The monthly bills submitted should be a system generated as per the actual solar power generated in a month.
- 5.3 Tax Invoices shall be paid through Electronic Clearance Scheme (ECS) only. The firm should submit the mandate form for this purpose along with the Agreement while entering into the Contract.
- 5.4 Online generated GST payment details of previous month shall be submitted with the invoice(s) for payments.

Note: - All statutory taxes and levies as applicable shall be deducted at source before payment.

6 Timeline for start of services:

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7 **Duration of Contract (Validity of tender):**

The duration of the contract shall be normally 25 years. However, the exact duration of the contract shall be governed by the terms and conditions of the Power Purchase Agreement (PPA).

SECTION- 3 (Part A) SPECIAL CONDITIONS OF THE CONTRACT

1 SCOPE OF WORK

- 1.1 Under this NIT, the successful bidder [hereinafter Solar Power Developer OR (SPD)] shall be required to set up Grid-Connected Rooftop Solar PV (RTSPV) Projects, with the primary objective of supplying solar power to BSNL-owned buildings, as per the provisions of the NIT and draft standard Power Purchase Agreement (PPA). However, in certain buildings, BSNL may go for off-grid SPV systems.
- 1.2 The Projects shall be set up under the RESCO Mode, as defined by MNRE. The scope of work of the SPD, inter alia, includes obtaining a No Objection Certificate (NOC) from the Distribution Company (DISCOM) for grid connectivity, complete design, engineering, supply, storage, civil work, erection, testing & commissioning of the RTSPV Project including Operation and Maintenance (O&M) of the project for the term of the PPA. The O&M of the Project may include wear, and tear, overhauling, machine breakdown, insurance, and replacement of defective modules, inverters/ Power Conditioning Units (PCU), spares, consumables & other parts for the PPA term.
- 1.3 Obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the bidder in accordance with the prevailing guidelines of the respective State Electricity Regulatory Commissions (SERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area. The respective BSNL Circle team shall facilitate connectivity and necessary approvals; however, the entire responsibility lies with the SPD only.
- 1.4 The SPD shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 1.5 The Projects to be selected under this scheme provide for the deployment of Solar Photovoltaic Technology. However, the selection of Projects would be technology agnostic.

2 TOTAL CAPACITY OFFERED

The estimated cumulative Project capacity envisaged for BSNL buildings is around **10 MWp**. The tentative list of Buildings (**State-wise**) has been annexed at **Annexure-C**. The final capacity to be installed will be determined at the time of the signing of PPA between the SPD and BSNL. Capacity allocation under empanelment is detailed in **Section 8** of the NIT.

3 MAXIMUM ELIGIBILITY FOR CONTRACTED CAPACITY ALLOCATION FOR A BIDDER

The following conditions shall be applicable to the Bidders for submission of bids against this NIT:

- 3.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contract Capacity of **500KW** and a maximum quantum of **5MW** with each project size being between **20KW to 100KW only**.
- 3.2 The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **5 MW**.
- 3.3 The evaluation of bids shall be carried out as described in **Section-5** of the NIT. The methodology