

NOTICE INVITING TENDER (NIT)

Name of Work:

Delhi Metro Rail Corporation Ltd.(DMRC) invites open e-tenders (including eReverse Auction) from those eligible applicants, who fulfill the Eligibility Criteria mentioned in RFS Document, for the work“**Contract DE/SPV-05: Design, Engineering, Supply, Storage, Civil Works, Erection of Suitable Structure, Installation, Testing and Commissioning of 3500 kWp Rooftop Solar PV Project including Operation and Comprehensive Maintenance (O&M) of the Project in RESCO Model for a Period of 25 Years over DMRC’s Phase-IV Network (Part-I) comprising of Line-07 Ext (Majlis Park to Maujpur), Line-08 Ext (Majlis Park to Deepali Chowk), Mukundpur Depot and Madhuban Chowk Receiving Substation (RSS).**”

Key details:

Approximate cost of work	Rs. 13.68 Crore
Tender Security	<p>Amount of Tender Security:- INR 13.68 lakhs Validity of Tender Security in case of BG/FDR/TDR: 06.12.2024 Tender Security in case of BG, FDR, Demand Draft, Banker’s Cheque (in original) as per clause 3.15 of ITT shall be accepted only up to 25.04.2024 (latest by 11:00 hrs) in the office of Sr. General Manager / Contracts at the address mentioned hereinafter. (GST Registration No. shall also be provided along with the tender security) In case of RTGS/NEFT/IMPS transactions, bidders shall upload the scanned copies of transaction of payment of tender security / EMD including e-receipt (clearly indicating UTR No. and tender reference i.e. DE/SPV-05 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. The detail of bank account of DMRC is mentioned below this table. Note: Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/ Consortium, the tender security can either be paid from JV/Consortium account or one of the constituent members of JV/Consortium. If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected. For further details, clause 3.15 of ITT may be referred.</p>

Completion period of the Work	18 months from Date of issue of Letter of Acceptance
Tender documents on sale	From 15.03.2024 to 25.04.2024 (upto 11:00 hrs) on e-tendering website https://eprocure.gov.in/eprocure/app Tender document can only be obtained online after registration of bidder on the website http://eprocure.gov.in/eprocure/app
Cost of Tender documents	Rs. 23,600/- (including of 18% GST) (Non-Refundable) (Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of DMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. and tender reference i.e. DE/SPV-05 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected) (Copy of GST registration no. to be provided along with Tender document cost/ tender fee)
Last Date of Submission of Tender Security and Cost of Tender Documents along with GST Registration No.	25.04.2024

Last date of Seeking Clarification	26.03.2024 Bidders to note that seeking clarification on the tender shall be done by sending it either on registered official email ID of DMRC i.e. gmcontracts@dmrc.org or on e-tendering portal only. Seeking clarification by fax or post will not be considered. (Queries from bidders after due date shall not be acknowledged)
Pre-bid Meeting	02.04.2024 at 11:00 Hrs A Pre-bid meeting shall be conducted. All prospective bidders shall have to provide the details of the person(s) (maximum up to two) who will be participating in pre-bid meeting at least one day before the meeting to the registered official email of DMRC i.e. gmcontracts@dmrc.org
Last date of issuing addendum	10.04.2024
Tender submission Start Date and Time	18.04.2024 from 09:00 hrs.
Tender submission End Date & Time	25.04.2024 upto 15:00 Hrs.
Date & time of opening of Tender	26.04.2024 at 15:00 Hrs.
Authority and place for submission of Tender Document cost, Pre-bid Meeting and seeking clarifications	Sr. General Manager / Contracts, Delhi Metro Rail Corporation Limited (DMRC), 5 th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 Email ID: gmcontracts@dmrc.org

Important Note: -All correspondence from DMRC pertaining to this tender till the award of the work with bidder shall be done by **Sr. General Manager / Contracts, DMRC**. The bidders are advised to regularly check their email ID registered with their user account at e-tendering portal <https://eprocure.gov.in/eprocure/app> for any update / addendum / corrigendum / pre-bid and post-bid queries / any other correspondence by the Employer (i.e. DMRC).

The date and time of online eReverse Auction will be informed to the techno-commercially qualified bidders separately.

To facilitate payment of Tender Fee and Tender Security through RTGS, NEFT & IMPS, the details of bank account of DMRC is mentioned below:

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC code
ICICI Bank	9A, Phelps Building, Connaught Place, New Delhi -110001	DMRC Ltd. Tender Cell A/C, 000705045337	Current	ICIC0000007

1.0. DEFINITIONS & ABBREVIATIONS

In this “Bid / RFS Document” the following words and expression will have the meaning as herein defined where the context so admits:

- 1.1. “Affiliate”** shall mean a company that either directly or indirectly
- a. controls or
 - b. is controlled by or
 - c. is under common control with,
- a) Bidding Company and **“control”** means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 1.2. “ACT” or “ELECTRICITY ACT 2003”** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitutions from time to time.
- 1.3. “B.I.S.”** shall mean specifications of Bureau of Indian Standards (BIS).
- 1.4. “Bid” or “Proposal”** shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachments/annexure etc., in response to this RFS, in accordance with the terms and conditions hereof.
- 1.5. “Bidder/Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require”.
- 1.6. “Bid Bond”** shall mean the Tender Security Undertaking to be submitted along with the Bid by the Bidder under Clause 3.15 of this RFS, in the prescribed Format- 3.
- 1.7. “Bid Deadline”** shall mean the ‘Tender Submission End Date & Time’, as specified in the ‘Notice Inviting Tender (NIT)’ of the RFS Document.
- 1.8. “Bid Capacity”** shall means capacity offered by the bidder in his Bid under invitation.
- 1.9. “CEA”** shall mean Central Electricity Authority.
- 1.10. “Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s)

within the meaning of the Chartered Accountants Act, 1949.

For Bidders incorporated in countries other than India, “**Chartered Accountant**” shall mean a person or a firm practicing in the respective country and designated / registered under the corresponding Statutes / Laws of the respective country.

1.11. “**Competent Authority**” shall mean Managing Director (MD) of DMRC Limited, himself and/or a person or group of persons nominated by MD for the mentioned purpose herein.

1.12. “**Date of Commissioning**”:

The Solar Plant installed at a particular location shall be handed over by the Solar Power Developer (SPD) to DMRC’s E&M/O&M Wing through a joint note to be signed by the Authorized Representatives of the SPD, DMRC’s E&M/O&M Wing and DMRC’s Solar/Project Wing, after being successfully Commissioned (duly meeting the various Contractual requirements and Statutory requirements of the Electricity Act).

Date of Commissioning shall be considered as the 1st Date of the successive month w.r.t. the month in which ‘Date of handover of the Solar Plant by the SPD to DMRC’s E&M/O&M Wing’ lies. The Period from ‘Date of handover of the Solar Plant by the SPD to DMRC’s E&M/O&M Wing’ to the 1st Date of the successive month shall be considered as ‘Interim Period’.

However, if the ‘Date of handover of the Solar Plant by the SPD to DMRC’s E&M/O&M Wing’ is the 1st Date itself, then, the same shall be considered as the ‘Date of Commissioning’. In this case, the ‘Interim Period’ shall be ‘NIL’.

Illustration: If a particular Solar Plant is handed over by the SPD to DMRC’s E&M/O&M Wing on any date from 02.03.2023 to 31.03.2023, then the ‘Date of Commissioning’ shall be considered as 01.04.2023.

If a particular Solar Plant is handed over by the SPD to DMRC’s E&M/O&M Wing on 01.03.2023, then the ‘Date of Commissioning’ shall be considered as 01.03.2023.

The Energy injected at the Delivery point during the ‘Interim Period’ shall not be considered for making payments towards energy delivered by the Solar Plant and cost for above such delivered energy is deemed to have been included in the Project Cost.

Thus, if Total Project Capacity is installed in various sub-parts at different locations, then, for the Solar Plant Capacity at each of the location will have its own individual Date of Commissioning with respective 25 years period, which would be the 1st Date of the concerned month. This 1st Date of every successive month shall also be recognized as the 'Joint Meter Reading Date i.e. JMR Date' on which the Joint Meter Reading at the Delivery point shall be undertaken jointly by the Authorized Representative of the SPD and DMRC's E&M/O&M Wing.

- 1.13. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.14. **“Capacity Utilization Factor” (CUF)** means the ratio of the 'Total Annual Output of the Solar Plant in kWh' versus 'Installed Solar plant capacity in kWp for number of hours in a period of 365 or 366 days'.

$$\text{CUF} = \frac{\text{Total Annual Output of the Solar Plant in kWh}}{\{\text{Installed Solar plant capacity in kWp} * (365 \text{ or } 366) * 24\}}$$

Solar Plant commissioned at a particular location shall have its own CUF calculated as per above.

The Period (365 or 366 Days, depending upon the concerned year) shall be assessed from the Date of Commissioning of the concerned Solar Plant.

Total Annual Output of the Solar Plant at a particular location means the Total Annual Energy injected and metered at the Delivery point (jointly certified by the Authorized Representative of the SPD and the DMRC's E&M/O&M Wing) in kWh over a period of 365 or 366 Days (depending upon the concerned year) from the Date of Commissioning of the respective Solar Plant.

- 1.15. **“City Limits”** means Municipal Corporation limits / Master Plan / Industrial area includes SEZ and IT park etc.
- 1.16. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in Clause 3.4 of this RFS Document.
- 1.17. **“Financially Evaluated Entity”** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 3.4.3 of this RFS Document.
- 1.18. **"IEC"** shall mean specifications of International Electro-Technical Commission.

- 1.19. "**kWp**" shall mean Kilo-Watt Peak. "**MWp**" shall mean Mega-Watt Peak.
- 1.20. "**kWh**" shall mean Kilo-Watt-hour. "**MWh**" shall mean Mega-Watt-hour.
- 1.21. "**MNRE**" shall mean Ministry of New and Renewable Energy, Government of India.
- 1.22. "**Model(s)**" shall mean RESCO.
- 1.23. "**O&M**" shall mean Operation & Maintenance.
- 1.24. "**Owner of the project**" shall mean anyone who has invested 100% of project cost in the rooftop Project or the Project Developer who has taken the roof on mutually agreed terms and conditions from the roof top owner(s) and enters into a PPA for supply of Rooftop Solar Power for at least 25 years from the date of Commissioning of project
- 1.25. "**Project**" or "**Solar PV Power Project**" shall mean all the Solar plants involved in the Project Capacity which are likely to be Installed and Commissioned by the Bidder over Single / Multiple Rooftops / Ground, over various locations (like Metro Stations / Depots / RSSs / Staff Quarters / Parking / Office Buildings or any other Establishment), which shall be connected to the grid through a single or multiple meters at single/multiple locations. The Project shall include all the Solar PV Modules, Inverters, ACDB Panels, Various Types of AC/DC/Control Cables, Earthing, Cable Trays, and associated mounting structures, accessories, plant equipment & machinery etc., which are required for the efficient, reliable and safe operation for meeting the various contractual requirements, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power.
- 1.26. "**Project Cost / Project Price**" shall mean the price offered by the Bidder for the Scope of work as per RFS document.
- 1.27. "**Project Capacity**" means the Total Capacity (in kWp) of Solar Plants which are to be Installed and Commissioned by the Bidder over Single / Multiple Rooftops / Ground, over various locations (like Metro Stations / Depots / RSSs / Staff Quarters / Parking / Office Buildings or any other Establishment). The Project Capacity is the capacity of the Solar PV Modules installed on DC Side.
- 1.28. "**Performance Ratio**" (PR) means

“Performance Ratio” (PR) means the ratio of ‘Solar Plant Output in kW’ w.r.t. ‘Installed Solar Plant capacity in kWp * (1000 W/m²/Measured radiation intensity in W/m²’.

PR= ‘Measured Solar Plant Output in kW’ / ‘Installed Solar Plant capacity in kWp * (1000 W/m²/Measured radiation intensity in W/m²)’.

- 1.29. **“Parent Company”** shall mean a company that holds at least fifty one percent (51%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.30. **“Project Company”** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 3.5.
- 1.31. **“Project Sanction / Execution Documents”** shall mean the documents as specified in Annexure – A.
- 1.32. **“Price Bid”** shall mean the document as specified in **‘Format - B’**, containing the Bidder’s quoted Price as per the Section-IV of the RFS Document.
- 1.33. **“Qualified Bidder”** shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 3.1, 3.2, 3.3 and 3.4 of Section-I, stand qualified for opening and evaluation of their Price Bid.
- 1.34. **“RFS”** shall mean ‘Request for Selection (RFS)’ /Bid document/Tender document.
- 1.35. **“RESCO”** shall mean **Renewable Energy Service Company**.
- 1.36. **“RESCO Model”** shall mean the model, wherein, the Bidder / Solar Power Developer (SPD) Installs, Commissions, Operates and Maintains the ‘Solar PV Power Project’ as per Term & Conditions of the RFS Document, over Single / Multiple Rooftops / Ground at various locations at its own Cost and DMRC only pays for the Solar Energy generated from the Solar Plants as per terms & conditions stipulated in the Power Purchase Agreement (PPA) executed between DMRC and the SPD.
- 1.37. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law.
- 1.38. **“Successful Bidder(s) / Contractor / Solar Power Developer (i.e. SPD)”** shall mean the Bidder(s) selected by DMRC pursuant to this RFS Document, for Implementation of Grid Connected Solar PV Power Project, as per the

terms and conditions of the RFS Document, and to whom an Allocation Letter / Letter of Acceptance (LOA) has been issued.

- 1.39. “**SECI**” shall mean Solar Energy Corporation of India, New Delhi (A Govt.of India Enterprise) under MNRE.
- 1.40. “**SNA**” shall mean State Nodal Agency.
- 1.41. “**Tendered Capacity**” shall mean the ‘Total aggregate capacity’of ‘3500 kWp’ as indicated in table of Clause 2.2, which is proposed to be allocated by DMRC to the Successful Bidder through this bidding process as per terms and conditions specified therein.
- 1.42. “**Ultimate Parent Company**” shall mean a company which directly or indirectly owns at least fifty one percent (51%) paid up equity capital in the Bidding Company) and/or in the Financially Evaluated Entity and such Bidding Company and /or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company.
- 1.43. “**Wp**” shall mean ‘Watt Peak’.
- 1.44. **INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. 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.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION-I

A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS / TENDERERS (ITT)

1.0. INTRODUCTION

- 1.1 DMRC invites eligible applicants to participate in the bidding process for **“Contract DE/SPV-05:Design, Engineering, Supply, Storage, Civil Works, Erection of Suitable Structure, Installation, Testing and Commissioning of 3500 kWp Rooftop Solar PV Project including Operation and Comprehensive Maintenance (O&M) of the Project in RESCO Model for a Period of 25 Years over DMRC’s Phase-IV Network (Part-I) comprising of Line-07 Ext (Majlis Park to Maujpur), Line-08 Ext (Majlis Park to Deepali Chowk), Mukundpur Depot and Madhuban Chowk Receiving Substation (RSS).”**The generated solar power will be fed to the grid, on net metering or other applicable metering basis. The scheme aims to reduce the fossil fuel based electricity load on main grid and make building self-sustainable from the point of electricity, to the extent possible.
- 1.2 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. The Bidder is also advised to visit the sites of the Solar PV Power Project envisaged in this tender to familiarize and fully acquaint oneself. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.
- 1.3 The bidder shall be deemed to have examined the bid document and undertaken the visit to the various sites of the Solar PV Power Project envisaged in this tender, and thus the Bidder(s) have obtained their own information in all matters whatsoever that might affect the carrying out of the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

2.0 BID DETAILS

- 2.1 The bidding process is for Solar PV Power System to be installed over Single /

Multiple Rooftops / Ground, over various locations like Metro Stations / Depots / RSSs / Staff Quarters / Parking / Office Buildings or any other Establishment of DMRC in RESCO model.

- 2.2 **RESCO Model:-**Bids are invited from the prospective bidders for the Tendered Capacity as indicated below against selected sites of DMRC. Successful bidder will be selected based on the lowest evaluated price subject to Clause 6.3 of RFS.

Maximum allowable Levellised tariff is Rs.4.50 per kWh and the bids with Levellised tariff in excess of **Rs.4.50** per kWh will be rejected.

The Bidder is required to quote the 'Fixed tariff (in Rs./kWh)' as mentioned in Format-B of Section-IV of the 'Financial Package' of the RfS Document for the entire duration of 25 Years.

Note: Bids not in conformity with above provisions will be rejected.

Description of Solar PV Power Project

S. No	Corridor	No. of Elevated Station	Approx. Capacity at each station (kWp)	Approx. Total Capacity (kWp)
1	Maujpur to Majlis Park (Line-07 Extn.)	08	200	1600
2	Majlis Park to Deepali Chowk (Line-08 Extn.)	07	180	1260
3	Augmented portion of Mukundpur Depot	Workshop & IBL for L-7		240
		Workshop & IBL for L-8		360
4	Madhuban Chowk RSS			40
TOTAL AGGREGATE CAPACITY OF SOLAR PLANTS (Station + Depot + RSS)				3500

Above is indicative capacity, Bidders have to maximize as per site available. 25% variation can be operated in these sites and any other sites. The tentative list of sites is attached as Section-VII.

- 2.3 For each site, where the Solar PV Power Projects are required to be installed along with the respective capacities is indicated in the tables above in Clause no. 2.2. However, DMRC reserves the right to allow the installation of projects in any other site at its own discretion depending on the merit of the case, as per the provisions provided hereinafter.

- 2.3.1 The preliminary survey details are attached as Section-VII, however bidder should conduct the site visit at their own cost prior to bidding for the

installation of proposed project as indicated above and DMRC holds no responsibilities for the correctness of the information given in Section-VII.

2.3.2 After the issuance of 'Letter of Allocation / Letter of Acceptance (LOA)', the Bidder has to carry out the detailed survey of the sites and submit the calculation, and complete engineering document for the approval of DMRC.

2.3.3 The Tentative Revenue Operation Date (ROD) of DMRC Phase-IV Corridors and Depots are as under and may vary as per actual pace of work at site:

S.No.	Corridor / Depot / RSS	Tentative Revenue Operation Date (ROD)
1	Maujpur – Majlis Park (Line-07 Extn.)	March 2025
2	Majlis Park to Deepali Chowk section (Line-08 Extn.)	July 2025
3	Mukundpur Depot	July 2025

The Bidder shall make all possible efforts to synchronize the commissioning of the Solar Plants with the actual Revenue Operation Date (ROD) of Stations / Depots / Lines.

2.4 **SIZE OF THE PROJECTS**

2.4.1 The Capacity of the Solar Plant at different location may vary in the range of 10 kW to 400 kW or more and they may be separately connected to the grid and may have separate energy meters.

2.4.2 Further, Successful bidders to whom 'Letter of Allocation / Letter Of Acceptance' has been issued shall submit proposal for capacity of Solar plants to be installed and commissioned at different locations under this project work, for DMRC's approval.

2.5 **BID CAPACITY**

2.5.1 The Bidder shall apply for 100% of Tendered capacity for selected sites indicated in table in Clause 2.2.

3.0 **INSTRUCTIONS TO THE BIDDERS**

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR “e-TENDERING” FORMING PART OF BID DOCUMENTS TO BE POSTED ON WEBSITE

- i) The intending bidders must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- ii) Information and instructions for bidders posted on website shall form part of tender documents.
- iii) The complete Tender Document can only be obtained online after registration of bidder on the website <https://eprocure.gov.in/eprocure/app> and thereafter on providing details of RTGS / NEFT / IMPS towards cost of Bid Documents (as prescribed in NIT). For further information in this regard bidders are advised to contact at

Tel: 0120-4001002, 0120-4001005, 0120-6277787.

e-Mail Support:

Technical - support-eproc(at)nic(dot)in

Policy Related - cppp-nic(at)nic(dot)in

- iv) Tender can only be submitted after uploading the mandatory scanned copy of documents such as RTGS / NEFT / IMPS towards cost of Bid Documents (as prescribed in NIT) and scanned copy of Tender Security (as prescribed in NIT and Tender document).
- v) Those bidders who are not registered on the website mentioned above shall be required to get registered beforehand. If needed, they can be imparted training on 'Online Tendering Process' as per details available on the website.
- vi) The intending bidder must have valid Class-III/II digital signature to submit the tender.
- vii) On opening date, the bidder can login and see the tender opening process. After opening of tenders, bidder will receive the competitor bid sheets.
- viii) Bidder can upload documents in the form of PDF format.
- ix) Bidder must ensure to quote rates only in excel sheet provided in bid document.

- 3.1. Bidder must meet the eligibility criteria independently as Bidding Company. Bidding consortium is allowed to participate in this bidding.

Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.

i. **IN CASE OF JV/JVA/CONSORTIUM**

- a. In case of JV or Consortium, all member of the Group shall be jointly and severally liable for the performance of whole contract. Also, each member shall be individually responsible for its duties as specified in the MOU/JV agreement submitted by the Bidder in terms of S.No. (d) of the footnote of Format-A of the RFS Document.

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract. In case of part termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the scope of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV, may be completed by other member(s) of JV in the following manner:

- (i) At their own, if they have adequate technical competence to the satisfaction of Employer.
- (ii) By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.
- (iii) By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the defaulting member(s) &

without any financial implication to the Employer. The new member(s) shall be jointly & severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance security of defaulting member.

In case of (i) & (ii) above, forfeited amount of Performance Security(ies) of the defaulting member(s) shall be submitted by other member(s) of the JV/Consortium.

Further, the performance of each of JV/Consortium member may also be specifically stated in the Work experience Certificate / performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes.

In this regard, an undertaking by JV/Consortium members is required to be submitted as per the Format-13(A) of RFS Document.

- b. The key staff for execution of this work shall be from that member of the JV/Consortia who has the experience of similar work and on whose experience the JV/Consortia qualifies the criteria of work experience. If the JV qualifies on the credentials of work eligibility by the foreign partner, then the Project Manager deployed shall be an expatriate having minimum 15 years of total experience out of which 05 years should be in projects of similar nature as mentioned in Clause 3.4.2 of Section-I. The Project Manager must be involved actively in the project execution. He will be required to attend all meetings/inspections conducted by DMRC officials. He must take prior permission from DMRC for obtaining leave during his tenure as Project Manager. In case the JV do not follow these instructions, action shall be initiated under the conditions of contract to impose penalty or to terminate the contract.

In this regard, an undertaking by JV/Consortium members is required to be submitted as per the Format-13(A) of RFS Document.

- 3.2.** Bidder can however use the technical and financial strength of its Parent Company / Affiliate Company to fulfill the Technical and/or Financial Eligibility criteria mentioned below. In such case, Bidders shall submit an Undertaking from the Parent Company / Affiliate Company as per Format-9 and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format-8, Company Secretary certificate towards shareholding pattern of the Parent Company and the Bidding Company along

with a Board resolution from the Parent Company.

- 3.3** Qualified Bidders who have submitted their proposal for this RFS may be empaneled by DMRC for an initial period of one year which can be further extended if required by competent authority of DMRC. This empanelment may be used by DMRC for inviting bids under RESCO model in future for the sites indicated in table of Clause 2.2 or any other sites as per instruction given by DMRC on case to case basis, whose terms and conditions of the bidding shall be communicated during the bid stage.

3.4 MINIMUM ELIGIBILITY CRITERIA

3.4.1 GENERAL

- 3.4.1(A)**The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power.

A copy of certificate of incorporation may be furnished along with the bid in support of above.

- i) A Bidder may be from any country, either a single entity or any combination of entities. In the case of a JVA/Consortium, all members / partners of the Group shall be jointly and severally liable for the performance / execution of the whole Contract in accordance with the Contract terms. Also, each member shall be individually responsible for its duties as specified in the MOU / JV agreement submitted by the bidder.
 - (a) The JVA/Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA/Consortium during the tendering process and, in the event the JVA is awarded the Contract, during contract execution.
- ii) A Bidder and all partners constituting the Bidder, can be from any country and any areas. A non-Indian firm is permitted to tender only in a joint venture or consortium arrangement with any other Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-1956 or 2013 with minimum 26% participation.
- iii) A Bidder and all partners constituting the Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this tendering process, if:

- (a) Bidder and all partners constituting the Bidder has been engaged by the employer to provide consulting services for the preparation related to procurement or for implementation of the project;
 - (b) Bidder and all partners constituting the Bidder is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) A Bidder and all partners constituting the Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv) A Bidder and all partners constituting the Bidder shall submit only one tender in the same tendering process, either individually as a Bidder or as a partner of a JVA. A Bidder who submits or participates in, more than one tender will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a subcontractor while submitting a tender individually or as a partner of a JVA in the same tendering process. A Bidder, if acting in the capacity of subcontractor in any tender, may participate in more than one tender, but only in that capacity.
- v) Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- vi) A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in JV/JVA.

The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids. All such bids shall be considered ineligible and summarily rejected.

- vii) DMRC/ Any Other Metro Organisation (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the Tenderer / Bidder (including any members of JV/Consortium) as on the date of Tender / Bid submission. The tenderer should submit undertaking to this effect in Format-15 of the RFS Document.

Also, no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been

rescinded / terminated by DMRC / Any Other Metro Organization (100% owned by Govt.), after award during last 3 years (from the last day of the previous month of tender submission) due to non-performance of the Tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Format-15 of the RFS Document.

Tenderer (including any member in case of JV/Consortium) for the works awarded by DMRC/ any other Metro Organisation (100% owned by Govt.) must have been neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any "Similar work" of value more than 10% of NIT cost of work, during last three years (from the last day of the previous month of tender submission).TheBidder should submit undertaking to this effect in Format-15.

viii) Bidder(any member in case of JV/Consortium) must not have suffered bankruptcy/ insolvency during the last 5 years (from the last day of the previous month of tender submission). The Bidder should submit undertaking to this effect in Format-17.

ix) (a) Tenderer (including any member in case of JV/consortium) has not been put on defaulter's list of EPF/ESI/GST/Labour Deptt. etc during the last three years (from the last day of the previous month of tender submission).Thetenderer should submit undertaking to this effect in the Format-16Aof Form of Tender.

(b) Tenderer (including any member in case of JV/consortium) should not be involved in any illegal activity and/or has not been charge sheeted for any criminal act during last three years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in the Format-16of Form of Tender.

(c)Also, no contract of the tenderer of the value more than 10% of cost of work, executed either individually or in a JV/Consortium, should have been foreclosed or scope under that contract is reduced by DMRC after award during last three years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Format-16of Form of Tender.

The bidder should have valid GST / CST/State VAT/TIN registration certificate. Registration document(s) to be provided by the bidder where it is

presently Operational / Company is registered.(Copy to be furnished in support).

3.4.1(B) Restriction of Bidders from Countries sharing Land Borders with India:

- (i) A Non-Indian bidder, is permitted to tender only in a joint venture or a consortium arrangement with Indian Contractor or their wholly owned subsidiary registered or incorporated in India under Companies Act-2013. In such JV/Consortium, Indian contractor or Indian Subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation.
- (ii) Any bidder from a country which shares a land border with India will be eligible to bid as a member of a JV / Consortium only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

- (iii) Certificate of Compliance: An undertaking shall be taken from bidders as per Format-20 of RFS Document, certifying that the bidders fulfil all the requirements contained in the aforesaid clause.

Definitions:

"Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency,

branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

"Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons

3.4.1 (C) Public Procurement (Preference to Make in India):

(i) Definitions

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). Minimum local content for 'Class-I local supplier' shall be equal to or more than 50% for the subject tender.
- iii. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

- iv. 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by DPIIT.
 - v. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
 - vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose.
- (ii) The Bidder shall meet the criteria of 'Class-I Local Supplier' i.e. a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- (iii) Bidder shall give the details of the local content in a format attached as Format-21 and Format-22 of RFS Document duly filled to be uploaded along with the technical bid. In case, bidder do not upload Format-21 and Format-22 of RFS Document duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- (iv) A certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with Clause '9.b' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT),

Government of India dated 04.06.2020 shall be submitted by the successful Bidder, after completion of works to DMRC.

- (v) If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.

3.4.2 TECHNICAL ELIGIBILITY CRITERIA

The Bidder(s) will be qualified only if they have successfully commissioned Grid Connected Solar PV Plants during last 07years ending last day of the month previous to the month of tender submission (*For example, if the Tender Submission Date is 20.04.2024 then the 07 years period shall be calculated from 31.03.2024 i.e. 07 years period from 01.04.2017 to 31.03.2024*) as given below: -

- a)** At least one “Similar Work”, for a minimum of Total 2800 kWp Capacity of Grid connected Solar PV Plants

OR

- b)** Two “Similar Works” each, for a minimum of Total 1750 kWp Capacity of Grid connected Solar PV Plants

OR

- c)** Three “Similar Works” each, for a minimum of Total 1400 kWp Capacity of Grid connected Solar PV Plants

The Works which shall be considered as Similar Works for assessment of above experience have been defined in Note below.

If the tenderer is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of JV and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed Similar Works of total put together 1400 kWp Capacity of Grid Connected Solar PV Plants or more outside the country of the foreign partner.

- d) Work Experience of only the Substantial Partner(s) (i.e. the Partner with share of 26% or more in the JV / Consortium) shall be considered for Evaluation of the Technical Eligibility Criteria stipulated in Section-I Clause 3.4.2 which is required to be met by the JV / Consortium.**

- e) **The Tenderer shall submit the details of Work(s) executed by them in the proforma prescribed in Format-10 and Format-10A for the Works to be considered for qualification of Technical Eligibility Criteria for Evaluation of the Technical Eligibility Criteria stipulated in Section-I Clause 3.4.2 which is required to be met by the JV / Consortium.**
- f) Lead Partner must be Substantial Partner in the JV / Consortium i.e. it should have a minimum of 26% Participation in JV / consortium. Indian Contractor / Indian Subsidiary to be Lead Member of JV / Consortium.

In the Tender for this Work, for a Joint Venture/Consortium to Qualify, Each of its Substantial Partner must have experience of Successfully Commissioned at-least one "Similar Work" of Total 1400 kWp Capacity of Grid Connected Solar PV Plants in last 07 years ending last day of the month previous to the month of tender submission. The Works which shall be considered as Similar Works for assessment of above experience have been defined in Note below.

The Tenderer shall submit the details of Work(s) executed by each of its Substantial Partner in the proforma prescribed in Format-10 and Format-10A, which shall be considered for assessment of the above mentioned Technical Eligibility Criteria prescribed for Substantial Members of the JV / Consortium.

- g) Each Non-Substantial Partner should have a minimum 20% participation in the JV/Consortium.

Partner having less than 26% participation will be termed as non-substantial partner and their financial soundness shall not be considered for evaluation of JV/Consortium.

In the Tender for this Work, for a Joint Venture/Consortium to Qualify, each of its Non-Substantial Partner must have experience of successfully commissioned least one "Similar Work" of Total 700 kWp Capacity of Grid Connected Solar PV Plants in last 07 years ending last day of the month previous to the month of tender submission. The works which shall be considered as Similar Works for assessment of above experience have been defined in Note below.

The Tenderer shall submit the details of Work(s) executed by each of its Non-Substantial Partner in the proforma prescribed in Format-10 and Format-10A, which shall be considered for assessment of the abovementioned Technical Eligibility Criteria prescribed for Substantial Members of the JV / Consortium.

h) NOTE: -

(h-1)“Similar Works” shall comprise of ‘Any type of Solar PV plant (provided the concerned Solar PV Plant is Grid Connected)’ which has been successfully commissioned in any type of the following Building / Establishment / Premise:

- (h-1-1) Residential,*
- (h-1-2) Hotels / Restaurants*
- (h-1-3) Commercial / Malls,*
- (h-1-4) Office*
- (h-1-5) Hospitals,*
- (h-1-6) School / College / University / Institutions / Research Centres,*
- (h-1-7) Industrial,*
- (h-1-8) Metro Stations,*
- (h-1-9) Railway Stations,*
- (h-1-10) Maintenance Depots / Workshops / Sheds,*
- (h-1-11) Warehouses*
- (h-1-12) Airport,*
- (h-1-13) Highways / Roads,*
- (h-1-14) Seaports*
- (h-1-15) Waterways / Floating,*
- (h-1-16) Electrical Sub-stations,*
- (h-1-17) Parking,*
- (h-1-18) Ground Mounted*
- (h-1-19) Solar Parks,*
- (h-1-20) Metro Network,*
- (h-1-21) Railway Network*

Only the Capacity Commissioned by the Tenderer / Member in his own Name should be indicated. Where the Capacity Commissioned is undertaken by a Group, only that portion of the Capacity Commissioned (*i.e. the Capacity which have been successfully commissioned during last 07 years ending last day of the month previous to the month of tender submission and also meets the criteria of ‘Similar Works’*) by the

concerned Applicant / Member should be indicated as per % Participation of the JV / Consortium member in that Work and the remaining done by the other Members of the Group be excluded. This is to be substantiated with documentary evidence.

(h-2) Separate Sheet for each work along with Client Certificate to be submitted.

A copy of the requisite document specifying the Date of commissioning and Capacity of the Grid Connected Solar PV Plant which has been commissioned, from the Client shall be submitted for each of the Work Experience. Further, a copy of the Letter of Acceptance / Allocation / Award / Work order / Contract Agreement etc. shall also be submitted in support of the details mentioned in Format-10 of RFS Document. If any of Work Experience work has been executed as a Member of a JV/Consortium, then a copy of MoU/Agreement clearly depicting the roles & responsibilities of each member including the participation percentage share shall be submitted.

(h-3) If the above Work(s) comprises of works other than the “Similar Works” also, then Client Certificate clearly indicating the Capacity of “Similar Works” shall be furnished by the Tenderer.

(h-4) Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation. However, if any work experience certificate has been issued prior to 01.07.2019, same shall be considered for evaluation even if it is not stamped.

(h-5) The Technical Eligibility Criteria mentioned in Section-I clause 3.4.2 clearly stipulates successfully commissioned Grid Connected Solar PV Plants during last 07 years ending last day of the month previous to the month of tender submission, thus, even if a part capacity of the Grid Connected Solar PV Plant is successfully commissioned by the Bidder during the above mentioned period of last 07 years, then the same shall be considered for assessment / evaluation provided requisite Client Certification specifying the Date of commissioning and Capacity of the Grid Connected Solar PV Plant commissioned, is submitted.

(h-6) The Work Experience Credentials of L-1 bidder (discovered through eReverse Auction) shall be sent for verification and certification to the concerned Client(s). In case of any concealment or misrepresentation of fact, appropriate action(s) in accordance with Tender Conditions and “Suspension/Banning Policy, August 2019” of DMRC shall be taken. The copy of “Suspension/Banning Policy, Aug, 2019” of DMRC can be

downloaded from tender section of DMRC website i.e. www.delhimetrorail.com

(h-7) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of bids. In case of changes during tendering stage, the bid shall be treated as non-responsive.

(h-8) The Bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner particularly with reference to financial, technical and other obligations in the JV agreement/MOU submitted vide foot note (d) of Format A of RFS Document and acceptable to the Employer, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement/MOU at tender stage, will be treated, as 'Breach of Contract Condition' and/or 'Concealment of Facts' (as the case may be) vide Clause 12.3.1[(a)(ii) and (iii)] of RFS Document and acted accordingly.

Note for (h-8): - The Memorandum of Understanding (MOU) may stipulate mandatory information to be provided. However, bidder can include additional details/arrangements finalized between the members in this MOU provided these additional details/arrangements should not be in contravention of Employer's interest as per terms and conditions of Contract. Bidder may further note that no separate MOU/JV agreement should be executed for the sake of working arrangement amongst the partners other than the MOU/JV agreement accepted by the Employer.

In case, it comes to notice of DMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement w.r.t. to the MOU submitted at tendering stage or entered a separate MOU/agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a 'Corrupt or Fraudulent Practice' / 'Concealment of facts' under Clause 12.3.1(a)(i) and 12.3.1(a)(ii) of RFS Document for which every constituent of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law. The JV/Consortium members shall submit undertaking to this effect in Format-13(A) of RFS Document.

(h-9) The Employer in such cases, may in its sole discretion take action under Clause 12.3.1 (b) of RFS Document against any member(s) for failure in tenderers obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in DMRC or take action to terminate the contract in part or whole as the situation may demand and recover the cost/ damages as provided in contract.

3.4.3 FINANCIAL ELIGIBILITY CRITERIA

- a. The Bidder should have an Annual Turnover and Net worth as indicated below:-
 - i. **Annual Turnover:** The average annual turnover of the last 5 financial years should be \geq Rs.7.30 Crores.

In Case of JV/JVA – The Bidder must fulfill the following conditions:

- a. Lead Partner must be Substantial Partner in the JV / Consortium i.e. it should have a minimum of 26% Participation in JV / consortium. Indian Contractor / Indian Subsidiary to be Lead Member of JV / Consortium. Substantial Partners will be considered for evaluation of their financial soundness, for a Joint Venture/Consortium to Qualify.
- b. Each Non-Substantial Partner should have a minimum 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation of their financial soundness, for a Joint Venture/Consortium to Qualify.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

Example: Let Member-1 has percentage participation = M and Member - 2 has = N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

$$\frac{AM+BN}{100}$$

And

- ii. **Net Worth:** Net Worth of Bidder during last audited financial year should be \geq Rs.1.83Crores.

In Case of JV/JVA – The Bidder must fulfill the following conditions:

- a. Lead Partner must be Substantial Partner in the JV / Consortium i.e. it should have a minimum of 26% Participation in JV / consortium. Indian Contractor / Indian Subsidiary to be Lead Member of JV / Consortium. Substantial Partners will be considered for evaluation of their financial soundness, for a Joint Venture/Consortium to Qualify.
- b. Each Non-Substantial Partner should have a minimum 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation of their financial soundness, for a Joint Venture/Consortium to Qualify.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the Net worth of Member-1 is 'A' and that of Member-2 is 'B', then the Net worth of JV will be

$$\frac{AM+BN}{100}$$

- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- Financial data for latest last five audited financial years has to be submitted by the Bidder in Format-7 and Format-12 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certified by Chartered Accountant in Format-12A certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into

consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive. But in case the company is operative for less than 5 years, it still can be considered provided its financial standing meets the tender requirement based on available audited balance sheets.

3.5 INCORPORATION OF A PROJECT COMPANY

- 3.5.1 In case the Bidder wishes to incorporate a Project Company, in such a case Bidder if selected as a Successful Bidder shall incorporate a Project Company. Bidder shall be responsible to get all clearances required/obtained in the name of the Bidding Company transferred in the name of the Project Company.
- 3.5.2 The aggregate equity share holding of the Successful Bidder (Individual or in case of JV/JVA) minimum in proportion to their percentage participation in the issued and paidup equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of Five (5) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Parent Company or Ultimate Parent Company. If the Successful Bidder so invests, the Successful Bidder shall be liable to ensure that minimum equity holding/Lock in limits specified above are still maintained.
- 3.5.3 In case of JV, JVA or Consortium being successful bidder, they must incorporate a project company, who will carry out the work and sign the PPA with DMRC.

Note: Procedure and List of Documents to be submitted by the successful bidder in regard to the incorporation of the Project Company (Power Producer in the PPA) are defined in Section-VIII.

3.6 BID SUBMISSION BY THE BIDDER

- 3.6.1 The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-IV & Section-V of biddocument.
- 3.6.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and/or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the

authorized signatory of the Bidder.

- 3.6.3 The Bidder shall furnish all requisite documentary evidence in support of meeting criteria / requirements indicated in Clause no. 3.1, 3.2, 3.3 and 3.4 of Section-I as well as various other requirements specified in the RFS document, to the satisfaction of DMRC.

3.7 BID SUBMITTED BY A BIDDING COMPANY

- 3.7.1 The Bidder shall submit a duly notarized written Power of Attorney (POA) authorizing the signatory(ies) of the Tender to commit the Bidder of each member of the partnership, consortium or joint venture along with copy of Board Resolution/authorization in favor of signatory to POA. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit all these documents with "Apostille" stamp. Also, in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.

- 3.7.2 Each Bidder (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount. To fulfill this requirement, the Bidder (each member in case of JV/Consortium) has to sign the declaration given as Format-14 Section-V. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void.

- 3.7.3 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

3.8 CLARIFICATIONS AND PRE-BID MEETING

- 3.8.1 The Bidder shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any

discrepancy; the Bidder shall inform the DMRC forthwith.

- 3.8.2 The tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents, Technical Specifications and Tender Drawings, should seek clarification from Sr.General Manager / Contracts by uploading the same on e-tendering portal, not later than the last date of seeking clarification given in the key details. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderer without disclosing the identity of the Tenderer seeking clarification.
- 3.8.3 Except for any such written clarification by **Sr. General Manager / Contracts, DMRC** which is expressly stated to be by way of an addendum to the documents and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.
- 3.8.4 **Correspondence:** All correspondence from DMRC pertaining to this tender till the award of the work with Bidder shall be done by **Sr. General Manager / Contracts, DMRC**. The bidders are advised to regularly check their email ID registered with their user account at e-tendering portal <https://eprocure.gov.in/eprocure/app> for any update / addendum / corrigendum /pre-bid and post-bid queries/any other correspondence by the Employer.
- 3.8.5 The Bidder(s) or their authorized representative(s) is/are invited to attend pre-bid meeting (s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by DMRC.
- 3.8.6 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFS including in particular, issues raised in writing and submitted by the Bidders.
- 3.8.7 DMRC is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.9 AMENDMENTS TO RFS BY DMRC

- 3.9.1 At any time prior to the deadline for submission of Bids, the DMRC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFS document by issuing clarification(s) and/or amendment(s).

3.9.2 During the tender period, the Employer may issue further instructions to Bidders or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be made available at e-tendering website <https://eprocure.gov.in/eprocure/app> to all prospective Bidders who have purchased the tender document in the tender period.

Without prejudice to the order the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. **Bidders should acknowledge receipt of such addenda and include them in the tender submittal.**

3.9.3 DMRC will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.

3.9.4 The Bidder should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

(a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Bidder prior to and conditional upon acceptance of the Tender; or

(b) by the Bidder submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender and whether as supplements to, or amended versions of such documents.

3.9.5 Save as aforesaid, all such amendments or clarifications shall have contractual effect.

3.9.6 All the notices related to this Bid which are required to be publicized shall be uploaded on-line on e-tendering website <https://eprocure.gov.in/eprocure/app>.

3.10 BIDDING PROCESS

i. Uploading of Tender

The Bidder shall submit their tender on-line on e-tendering website <https://eprocure.gov.in/eprocure/app>

(a) TENDER DOCUMENT COST / TENDER FEE

Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of DMRC are mentioned along with the key details. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. and tender reference i.e. DE/SPV-05 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected)

(Copy of GST registration no. to be provided along with Tender document cost/ tender fee).

Note: The Payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.

(b) TENDER SECURITY

Only 'Tender Security' shall be submitted in originals (in physical form) as described below:

The Bidder shall seal the 'Tender Security' in an envelope, bearing the following identification for Tender Security:

"TENDER SECURITY", Tender Reference No. – Contract: -DE/SPV-05 and submit the same before date and time of submission of tender mentioned in Key Details at the address mentioned below. The Bidder shall also mention his Name and address on above envelope.

To,
The Sr. General Manager / Contracts
5th Floor, A-Wing, Metro Bhawan,
Fire Brigade Lane, Barakhamba Road, New Delhi. 110001;

The Bidder shall ensure that they had received receipt/acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online.

Please refer Clause 3.15 of Section-I for more details regarding Tender Security.

Bidder is required to submit request for refund of Tender Security in Format-19, if the same has been submitted in the form of Demand Draft/Banker's Cheque or by RTGS/NEFT/IMPS. The bidders will be required to upload scanned copy of Tender Security as per Format-3 of ITT at the time of online bid submission and Tender Security in Original to be sent to the office of Sr. General Manager / Contracts, DMRC on or before the tender opening date and time.

3.10.1 BID FORMATS

3.10.1.1 The Bid in response to this RFS shall be submitted by the Bidders in the manner provided in Clause 3.6 & Clause 3.10.1.1. The Bid shall comprise of the following:

(A) COVERING LETTER, COST OF TENDER DOCUMENT / BID PROCESSING FEE AND TENDER SECURITY / BID BOND

- i. Covering Letter as per prescribed Format-1.
- ii. Cost of Tender Document / Bid processing fee @ Rs. 23,600/- (Twenty Three Thousand Six Hundred Only) Non-Refundable.
- iii. Bid Bond / Original Tender Security (if Tender Security is to be submitted in the form of BG in Format-3 / FDR / DD / Banker's Cheque) shall be submitted for the specified capacity as per Clause 3.15.

An undertaking for encashment / forfeiture of Tender Security shall be submitted by JV/Consortium in Format-3A.

- iv. Checklist for Bank Guarantee submission requirements as prescribed in Format-5.

(B) TECHNICAL PACKAGE OF CONTRACT: DE/SPV-05

- i. Power of attorney issued by the Bidding Company in favor of the authorized person signing the Bid, in the form attached hereto as Format-6 or standard

power of attorney in favor of authorized person signing the Bid.

(Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013). However, Employer may accept general Power of Attorney executed in favor of Authorized signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.

In case of Indian firm, the power of Attorney shall be on Non-Judicial stamp paper of suitable value, duly notarized. In case of foreign applicant, the power of Attorney shall be notarized in their country, and attested by the Embassy/High Commission of their country in India.

- ii. General particulars of bidders as per Format-2.
- iii. Bidder's composition and ownership structure as per prescribed **Format-A**.
- iv. Following Document in support of meeting General Eligibility Criteria as per Clause no. 3.4.1: -
 - (a) A copy of Certificate of Incorporation, GST Registration No. and PAN Card
 - (b) Consortium Agreement (in Format-13) and Memorandum of Understanding (MOU) in case of JV/Consortium Bidder

Undertakings by JV / Consortium Members in Format-13A.
 - (c) Undertakings in prescribed Format-14, Format-15, Format-16, Format-16A, Format-17, Format-18, Format-19, Format-20 and Format-21.
 - (d) List of Goods, Works & Services Tentatively proposed to be offered with Local Value Addition in Format-22.
- v. Details for meeting Technical Eligibility Criteria as per Clause no. 3.4.2 in the prescribed Format-10 and Format-10A along with copy of the requisite document specifying the Date of commissioning and Capacity of the Grid Connected Solar PV Plant which has been commissioned.

Further, a copy of the Letter of Acceptance / Allocation / Award / Work order / Contract Agreement etc. shall also be submitted in support of the details mentioned in Format-10 of RFS Document. If any of Work Experience work has been executed as a Member of a JV/Consortium, then a copy of

MoU/Agreement clearly depicting the roles & responsibilities of each member including the participation percentage share shall be submitted.

Details for meeting Financial Eligibility Criteria as per Clause no. 3.4.3 in the prescribed Format-7 and Format-12 (Annexure-2) along with documentary evidence for the same. Bidder shall submit an Affidavit in Format-12A, if Balance Sheet for last year has not been audited / or under finalization.

- vi. Undertakings from the Technically and/or Financially Evaluated Entity or its Parent Company/Ultimate Parent Company as per clause 3.2 in Format-9. In this case, the Bidder shall submit Certificate of relationship of Parent Company or Affiliate with the Bidding Company in Format-8.
- vii. Board Resolution of the Parent Company /Ultimate Parent Company of the Bidding Company duly certified by the Company Secretary or Authorized signatory to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.
- viii. **Signed and stamped Copy of RFS Document including Amendments & Pre-bid clarifications by Authorized signatory on each page.**

(C) PRICE BID(S) AS PER SECTION-IV (FORMAT-B) (FINANCIAL PACKAGE OF CONTRACT:DE/SPV-05)

The Bidder shall inter-alia take into account the following while preparing and submitting the Price Bid duly signed by an authorized signatory. These are to be uploaded separately as financial package.

The Bidder shall submit Price Bid(s) in **Format-B**.

3.11 TENDER DUE DATE

The Bidder shall, on or before the date and time given in the Key Details (including Addendum from time to time)submit his Tender online on e-tendering website<https://eprocure.gov.in/eprocure/app>

3.12 VALIDITY OF TENDER

- 3.12.1 The Tender shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause 3.15 of ITT, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder

revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation / Letter of Acceptance (LOA), DMRC shall take action as per Clause 3.15 of ITT.

3.12.2 In exceptional circumstances when letter of allocation is not issued, the DMRC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Bond provided under Clause 3.15 shall also be suitably extended. A Bidder may refuse the request. Tenderer agreeing to the request will not be required or permitted to modify his tender, for the period of extension.

3.13 INSTRUCTION REGARDING ONLINE BIDSUBMISSION

3.13.1 The Bidder shall, on or before the date and time given in the Key Details submit his Tender online on e-tendering website <https://eprocure.gov.in/eprocure/app> comprising of following.

Technical Package of "**Contract: DE/SPV-05**"

Financial Package of "**Contract: DE/SPV-05**"

3.13.2 All pages of the Bid, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document, duly signed by the authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by DMRC.

3.13.3 The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information. Any term/ condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RFS document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

3.13.4 BIDDING METHODOLOGY

Single-stage Two-Package System (Technical Part and Financial Part to be submitted at the same time) followed by eReverse Auction.

A. Broad outline of activities from Bidders perspective

- i) Procure Digital Signature Certificates(DSC) for users of the organization (if not procured earlier)
- ii) Register your organization one-Tendering Portal of DMRC
(<https://eprocure.gov.in/eprocure/app>) if not already registered
- iii) Download Official Copy of Tender Documents and Addendum/ Clarification etc. uploaded on e-Tendering Portal.
- iv) Online Bid-Submission one-tendering Portal.
- v) Attend Online Public Tender Opening Event (TOE) for Techno-Commercial Bid.
- vi) Post-TOE Clarification one-Tendering Portal(Optional)
- vii) Attend Public Online Tender Opening Event (TOE) for Financial Bid one-Tendering Portal – Opening of Financial - Part (Only for Technically Responsive Bidders).
- viii) Attend Public Online eReverse Auction event amongst techno-commercially qualified / approved bidders after Opening of Financial/Price Bids’.

B. Digital Certificates

For integrity of data and its authenticity/non-repudiation of electronic records, and to become compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III/II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

C. Registration

To use the e-Tendering Portal (<https://eprocure.gov.in/eprocure/app>) the Bidder need to register on the portal. Registration of bidder’s organization is to be done by one of its authorised representatives.

D. Other Instructions

The following '**FOURKEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission dead line one-Tendering Portal.
- ii) Registry our organization one - Tendering Portal well in advance of tender submission deadline on e-Tendering Portal.
- iii) Get your organization's concerned executives trained one-Tendering Portal well in advance of tender submission deadline one-Tendering Portal.
- iv) Submit your bids well in advance of tender submission deadline one-Tendering Portal (There could be last minute problems due to internet time out, break down etc.) While the first three instructions mentioned above are especially relevant to first – time users of e-Tendering Portal, the fourth instruction is relevant at all times.

E. Minimum Requirements at Bidders end

- Computer System with good configuration (Min PIV,1GB RAM, Windows XP SP3)
- Broadband Internet Connectivity.
- MicrosoftInternetExplorer7.0/8.0/9.0or Google Chrome.
- Class-III Digital Certificate(s)

F. Submission of Tenders

Please refer Clause 3.10 of Section – I.

G. Late or Delayed Tenders

- i) Tenders have to be uploaded on e-tendering portal <https://eprocure.gov.in/eprocure/app> before the due date and time of tender submission. The tender security and cost of tender documents shall be submitted to Sr. General Manager / Contracts, DMRC 'A'- Wing, 5th Floor, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi 110001. It shall be the responsibility of the bidder to ensure that the envelope containing

- 'Tender Security' and 'Cost of Tender Document' is submitted to designated officer before the dead line for submission.
- ii) 'Tender Security' submitted after due date and time shall not be accepted and online tenders of such Bidders shall liable to be rejected summarily.
 - iii) DMRC will not be responsible for delay, loss or non-receipt of any document sent by post / courier.
 - iv) DMRC shall not be responsible for any document delivered to any other place / person in DMRC (like Reception/ DAK section etc.) other than the designated officer and does not reach the designated officer before the dead line for submission.
 - v) The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.14 COST OF BIDDING

- 3.14.1 The bidder shall bear all the costs associated with the preparation and submission of his offer, and DMRC will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid even though DMRC may elect to modify / withdraw the invitation of Bid.

3.15 TENDER SECURITY /BID BOND

In submission of the Tender (Tender Security, Technical Package and Financial Package), Tenderer(s) shall assign person(s) in writing to submit the tender.

The Bidder shall furnish the interest free Bid / Tender Security of Rs. 13.68 Lakhs(Rupees ThirteenLakhs Sixty Eight Thousand Only)in the form of Bank Guarantee as per Format-3 of Tender Documentor in the form of Demand Draft or Pay Order or Banker's Cheque from a Scheduled Commercial Bank based in India or scanned copies of transaction of payment i.e. RTGS, NEFT & IMPS as stated in the tender document. Instructions for on-line bid submission are furnished hereinafter.

The validity of Bid Bond / Tender Security shall be as specified in Key Details.

The Bid Bond / Tender Security shall be submitted in separate sealed envelope clearly marked on top "Bid Bond / Tender Security for DE/SPV-05" in the office of the Sr.General Manager / Contracts at the address given in the Tender Documents before date & time of submission of tender mentioned in the Key Details. In case of RTGS/NEFT/IMPS transactions, bidders shall upload the scanned copies of transaction of payment of tender security/EMD including e-receipt (clearly indicating UTR No. and tender reference i.e. DE/SPV-05 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission. The Bid Bond / Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package.

The Bid Bond / Tender Security of the unsuccessful tenderers in financial opening shall be released after unconditional acceptance of the Letter of Acceptance (LOA) by the successful tenderer. The Bid bond of successful bidder shall be returned after award of work and submission of Performance Bank Guarantee.

Tenderer shall submit scanned copy of Tender Security at the time of online bid submission. If Tender Security is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected.

Any deviation in Bid Bond / Tender Security with regard to amount, validity and format shall be considered as material deviation & shall be dealt with accordingly.

Note: Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/Consortium the tender security can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium.

If tender security has been made from other than the account mentioned above, same shall not be accepted and all such Bids shall be considered ineligible and summarily rejected.

If Tender Security is not submitted in an acceptable Tender Security form by a tenderer or is not in prescribed format as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender security.

No clarification shall be sought from the bidders regarding bid security.

3.15.1 The Bid Bond / Tender Security shall be denominated in Indian Rupees and shall be in any one of the following forms:

- i. Demand Draft / Pay Order / Bank Draft in favour of DMRC Ltd. payable at New Delhi from a Scheduled Commercial Bank based in India.
- ii. Irrevocable bank guarantee issued by a Scheduled Commercial bank (including scheduled Commercial Foreign Banks) in India in the form given in Format-3. The bank Guarantee must be issued on Structured Financial Messaging System (SFMS) platform only, and shall comply with instructions given in RfS clause 3.16. Bank Guarantee shall be submitted along with swift report.
- iii. Fixed Deposit Receipt (FDR) of a Schedule Commercial bank / Post Office based in India duly pledged in favour of DMRC Ltd.
- iv. BG submitted in its original form; copies will not be accepted; and remain valid up to the date specified in Key Details, or beyond any period of extension subsequently requested under Clause 3.12.2.

The bidder should prepare the EMD as per the instructions specified in the tender document and it will be required to upload scanned copy of Tender Security at the time of online bid submission. The original tender security should be posted / couriered / given in person to the Office of Sr. General Manager / Contracts, latest by the last date of bid submission or as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

3.15.2 The Successful Bidder shall sign and stamp the Letter of Acceptance / Allocation Letter / Letter of Acceptance (LOA) and return the duplicate copy of same to DMRC within 07 days from the date of its issue.

3.15.3 The Bid Bond / Tender Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred by DMRC:

- a. If a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RFS document and in accordance with the Clause 3.12.2.
- b. If the Successful Bidder fails to unconditionally accept the Letter of

Acceptance within 7 days from the date of its issue.

- c. If the Successful Bidder fails to furnish the “Performance Security” as per the Clause 3.16.

3.16 PERFORMANCE SECURITY/PERFORMANCE BANK GUARANTEE (PBG)

- 3.16.1 Within 30 days from the date of issue of Allocation letter / Letter of Acceptance (LOA), Successful Bidder shall furnish the Performance Security calculated in the same manner as Bid specified hereunder.

The formula applicable to calculate the Performance Security amount will be:-

Performance Security / Bank Guarantee Amount =10% of Approximate Cost of Work as mentioned in NIT

The Performance security can be submitted in any of the following forms:-

- (a) Bank Draft in favour of “**Delhi Metro Rail Corporation Ltd.**” payable at New Delhi from a Scheduled Commercial Bank based in India, or
- (b) Fixed Deposit Receipt of a Scheduled Commercial bank / Post offices based in India duly pledged in favour of **Delhi Metro Rail Corporation Ltd.**, or
- (c) Irrevocable Bank Guarantee in the prescribed format given in Format-4 of Tender Document, issued by a Scheduled Commercial Bank based in India or from a branch in India of a scheduled foreign bank. The bank guarantee must be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer’s bank through SFMS. The details of Employer’s bank are as under:

ICICI Bank Ltd.

9A, Phelps Building, Connaught Place, New Delhi – 110001.

IFSC Code; ICIC0000007

Following codes are to be used by issuing bank for the purpose of Issuance and amendment of Bank Guarantees:-

Code	Purpose
MT760/IFN760	BankGuaranteeIssuance
MT767/IFN767	BankGuarantee Amendment
IFN760 COV	ConfirmationofBankGuaranteeIssuance
IFN767 COV	Confirmationof AmendmentinBankGuarantee

The bank guarantee issued on the SFMS platform shall only be acceptable to the Employer.

Bank Guarantee issued on the SFMS platform with any other code other than mentioned above for the purposes shall not be acceptable to the employer.

- (d) In case of JV/Consortium, the requirement of Performance Security shall be distributed between/among the members as per their percentage participation. The constituent members shall submit Performance Security (as per their % participation in JV / consortium) from their respective bank accounts. Performance Security executed from the bank accounts of JV/Consortium or any other bank account shall not be accepted.
- (e) Further, In case the successful tenderer is a JV/Consortium having a foreign partner and if the experience of works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner then the foreign partner shall submit an additional Bank Guarantee (In addition of performance security) of an amount equal to 1% of the contract value as per LOA for the fulfilment of the condition of deployment of key staff and the expatriate Project Manager for the project. The foreign partner shall submit bank guarantee from their respective bank account. Bank guarantee executed from the bank accounts of JV/Consortium or any other bank account shall not be accepted. This bank guarantee shall be valid up to the completion period of the contract and shall be from Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the contract price is payable. This Bank Guarantee shall be furnished to the employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of this Bank Guarantee provided in Format-4A of RFS Document.

3.16.2 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a. A demand draft, or a bank guarantee from the List of banks as given in Annexure-B
- b. Be confirmed for payment by the branch of the bank giving the bank guarantee at New Delhi.

3.16.3 The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to DMRC.

- a. If the Successful Bidder is not able to commission the projects to the satisfaction of DMRC, for which allocation letter/ Sanction letter / Letter of

Acceptance (LOA) has been issued.

- b. If power producer is not able to pay penalty on account of not meeting CUF of minimum 12% in any year subject to acceptable degradation in modules as per tender.
 - c. In all the above cases corresponding allocated capacity shall stand cancelled.
 - d. Termination of Power Purchase agreement due to Power Producer's default.
- 3.16.4 The Performance Security initially shall be valid for a minimum period of 24 months from the date of issue of Allocation letter(s) / Letter of Acceptance (LOA). Thereafter, PBG shall be extended every year for next one year till the completion of 25 years of O&M period and value can be revised as per the % reduction in residual value of Plant cost as mentioned in Schedule-III of Power Purchase Agreement (PPA) format attached.
- (a) Power Purchase Agreement format is provided in Tender document. Successful bidder shall submit the Performance Bank Guarantee and shall sign the PPA with DMRC within 60 days of date of sign of Letter of Acceptance / allocation letter.
 - (b) No additional Performance Security will be required to be submitted if the variation in Project Capacity on plus side is within 25% of the Original Contract Value.

3.17 OPENING OF BIDS

- 3.17.1 The tenders shall be opened online by the opening committee on due date and time of tender opening. On opening of the Tender, DMRC will first check the tender cost and tender security through online mode by cross verifying with the hard copy submitted.
- 3.17.2 If the documents do not meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Authority.
- 3.17.3 The Technical Package of all bidders who have submitted a valid tender security and cost of tender document shall be opened in the presence of representatives of bidders who choose to attend on date & time as mentioned in tender document in the office of the **Sr. General Manager / Contracts, DMRC, 5th Floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi. 110001**. Bidders may visit DMRC e-procurement web-site to know latest Technical Opening information after completion of opening

process. Bidders can also see the Technical Sheets (check-list) of other bidders after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date of opening of Technical Package. The Tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered.

- 3.17.4 The Financial Package(s) which bidder(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those bidders whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial package shall be informed separately to only the Bidders who have qualified during Technical evaluation stage and bidders can be present to witness opening of Financial Package. Bidder can visit to DMRC e-procurement website for updates in this regard.
- 3.17.5 The Work Experience Credentials of L-1 bidder (discovered through eReverse Auction) shall be sent for verification & certification to the concerned client(s). In case of any concealment of misrepresentation of facts, appropriate action(s) in accordance with Tender Conditions and "Suspension/Banning Policy, August 2019" of DMRC shall be taken. The copy of "Suspension/Banning Policy, August 2019" of DMRC can be downloaded from tender section of DMRC website i.e. www.delhimetrorail.com
- 3.17.6 eReverse Auction will be initiated after opening of financial / price bids. The schedule of eReverse Auction shall be intimated to the bidders by the system through the registered email and SMS to mobile number.

3.18 RIGHT TO WITHDRAW THE RFS AND TO REJECT ANY BID

- 3.18.1 This RFS may be withdrawn or cancelled by the DMRC at any time without assigning any reasons thereof. The DMRC further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- 3.18.1.1 The DMRC reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFS and make its own judgment regarding the interpretation of the same. In this regard the DMRC shall have no liability towards any Bidder and no Bidder shall have any recourse to the DMRC with respect to the selection process. DMRC shall evaluate the Bids using the evaluation process specified in Section-II of this tender document,

at its sole discretion. DMRC decision in this regard shall be final and binding on the Bidders.

3.18.2 DMRC reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by DMRC will be full and final.

3.18.3 **ZERO DEVIATION**

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

3.19 EXAMINATION OF BID DOCUMENT

3.19.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.

3.19.2 The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labor involved etc. and as to all supplies he has to complete in accordance with the Bid document.

3.19.3 Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by DMRC.

3.19.4 Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.