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(A Mini Ratna Category –I PSU)

Indian Renewable Energy Development Agency Limited (A Government of India Enterprise)

3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi -110066,
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Request for Selection (RfS) Document

For

Selection of Solar Power Developers for Setting up of 5,000 MW Grid Connected Solar PV Power Projects in India (Tranche-III) under Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme)

Tender Search Code- IREDA-2021-TN000001

RfS No [23016/1/2020-IREDA/RfS/5000 MW/ 012021](#)

Dated: 29/01/2021

RfS for 5,000 MW Grid Connected Solar Power Projects (Tranche-III) in India under CPSU Scheme Phase-II	RfS No. <u>23016/1/2020-IREDA/RfS/5,000 MW/012021</u>	Page 1 of 94	Signature of Bidder
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DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. The prospective bidders shall give intimation to the office of IREDA regarding any discrepancy immediately. If no intimation is received from any bidder within **14 (fourteen) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Indian Renewable Energy Development Agency Ltd., (IREDA) reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavour basis. Neither IREDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 29/01/2021

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BID INFORMATION SHEET

The brief details of the RfS are as under:

A.	NAME OF BID	1. Selection of Solar Power Developers for Setting up of 5,000 MW Grid Connected Solar PV Power Projects in India (Tranche-III) under CPSU Scheme Phase-II (Government Producer Scheme). 2. Land, Connectivity and Long-Term Open Access (If Applicable) shall be in the scope of the Solar Power Developers.
B.	RFS REFERENCE NO.	No. 23016/1/2020-IREDA/RfS/5,000 MW/012021 dated: 29/01/2021
C.	TYPE OF BIDDING SYSTEM	Single Stage Two Envelope Bidding under e-Tendering
D.	SELECTION PROCESS	Through VGF based e-Reverse Auction under Bucket Filling Mechanism
E.	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document
F.	Application Fee [ETS Bidding-Deposit Conditionally-Refundable (ETS BD-CR)]	The application fee has to be paid directly to the service provider's website/ account (https://www.bharat-electronictender.com) in which the prospective bidders have to register themselves to access all bid related documents and to submit their final bids. In the event of capacity allocated to an applicant being less than capacity applied for, the excess application fee shall be returned, without interest, within 7 days after the conclusion of the bidding. The details of the refund will be intimated to the bidder and IREDA through email by the service provider.
G.	DOCUMENT PROCESSING FEE	Amount: Rs. 5 Lakh + 18% GST for each response to RfS, to be submitted either through NEFT/RTGS transfer in the account of IREDA, or in the form of DD/Pay Order along with the response to RfS in favour of "Indian Renewable Energy Development Agency Ltd", payable at New Delhi.
H.	EARNEST MONEY DEPOSIT (EMD)	Amount: INR 4,00,000/- (Indian Rupees Four Lakh) per MW to be submitted in the form of Bank Guarantee along with the Response to RfS
I.	PERFORMANCE BANK GUARANTEE	As mentioned in this RfS document
J.	DATE, TIME & VENUE OF PRE-BID MEETING	Indian Renewable Energy Development Agency Limited (A Government of India Enterprise) 3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi -110066, Tel: +91 11 26717400 - 26717412 Scheduled as per timelines on ISN-ETS Portal and/or IREDA website.

K.	LAST DATE OF BID-SUBMISSION	As per RfS details on ISN-ETS Portal
L.	TECHNO-COMMERCIAL BID OPENING	As per RfS details on ISN-ETS Portal
M.	E-REVERSE AUCTION (E-RA)	The schedule intimated through email to all eligible bidders.
N.	CONTACT DETAILS OF ISN-ETS E-BIDDING PORTAL	M/s Electronic Tender.com (India) Pvt. Ltd. 1001, DLF City Court, Mehrauli-Gurgaon Rd, Sector 24, Gurugram, Haryana 122002 Contact Person: E-RA Support Team Customer Support: +91-124-4229071, 4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
O.	NAME, DESIGNATION, ADDRESS AND OTHER DETAILS (FOR SUBMISSION OF RESPONSE TO RFS)	Sh. S. M. Siddesh Deputy General Manager (TS) Indian Renewable Energy Development Agency Limited 3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi -110066, Tel: +91 11 26717400 - 26717412 Email : cpsuscheme@ireda.in
P.	DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED	Mr. Ekansh Chaturvedi Manager (TS) Contact No.: +91 11 26717400 - 26717412

1. Bids must be submitted strictly in accordance with Section-III, Instructions to Bidders (ITB) depending upon Type of Tender as mentioned at Clause no. (C) of Bid Information Sheet. The IFB is an integral and inseparable part of the RfS document.
2. Bidder(s) are required to quote strictly as per terms and conditions of the RfS documents and should not stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to submit response to this RfS, may download the complete RfS document along with its amendment(s) if any from ETS Portal (<https://www.bharat-electronictender.com>) and/ or IREDA website (www.ireda.in). The bidder shall submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s) if any shall also be available on the above-referred websites.
5. Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com>. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.ireda.in and the details only will be available from <https://www.bharat-electronictender.com>



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SECTION – I

DEFINITIONS OF TERMS

1. 1. **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
1. 2. **"AFFILIATE"** shall mean a company that, directly or indirectly,
 - i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;
1. 3. **"ALMM"** shall mean the latest List of "Approved List of Models and Manufacturers (ALMM) of Solar Photovoltaic Cells" as published and modified by Ministry of New & renewable Energy (MNRE) from time to time
1. 4. **"BIDDER"** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;
1. 5. **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submitting the response in accordance with the provisions of this RfS under a Consortium Agreement.
1. 6. **"CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2009 as amended from time to time.

The CUF shall be calculated based on the annual energy injected and metered at the Delivery Point. In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8760)) \times 100\%$.
1. 7. **"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.
1. 8. **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
1. 9. **"COMMISSIONING DATE"** shall mean the date as defined in Clause no. 15, Section-III, Instructions to Bidders (ITB) of RfS Documents.
1. 10. **"CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
1. 11. **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

1. 12. “**CENTRAL TRANSMISSION UTILITY (CTU)**” shall mean the Central Transmission Utility as defined in Section 38 of the Electricity Act 2003.
1. 13. “**DAY**” shall mean calendar day.
1. 14. “**EQUITY**” shall mean Net Worth as defined in Companies Act, 2013
1. 15. “**GOVERNMENT PRODUCER**” shall mean any entity which is either directly controlled by the Central or State Government or is under the administrative control of Central or State Government or a Company in which Government is having more than 50 % shareholding. It can also be referred to as **Solar Project Developer or SPD** under this RfS.
1. 16. “**GUIDELINES**” shall mean the “Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) for setting up 12,000 MW grid connected Solar Photovoltaic (PV) Power Projects by the Government Producers with Viability Gap Funding (VGF) support for self-use or use by Government/Government entities, either directly or through Distribution Companies (DISCOMS)” issued by the Ministry of New & Renewable Energy vide No. 302/4/2017-GRID SOLAR dated 05.03.2019 including subsequent amendments and clarifications thereof.
1. 17. “**GROUP COMPANY**” of a Company means:
 - a. A Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company, or
 - b. A Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company, or
 - c. A Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
 - d. A Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise, or
 - e. A Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project;

1. 18. **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean the point at the voltage level as specified by the SPD, where the power from the Solar Power Projects is injected into the grid. For interconnection with grid and metering, the SPDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
1. 19. **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
1. 20. **“LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (One) year after the Commissioning Date of the Project.

1. 21. **“LETTER OF AWARD/ INTENT” or “LOA/LOI”** shall mean the letter issued by Indian Renewable Energy Development Agency Limited (IREDA) to the selected Bidder for award of the allocated capacity.
1. 22. **“MEMBER IN A BIDDING CONSORTIUM” or “MEMBER”** shall mean each Company in a Bidding Consortium.
1. 23. **“MONTH”** shall mean calendar month.
1. 24. **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.
1. 25. **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
1. 26. **“PARENT”** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
1. 27. **“POOLING SUBSTATION/ POOLING POINT”** shall mean a point where more than one Solar PV Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPD(s) to get connected to the Delivery Point.
1. 28. **“PGCIL” or “POWERGRID”** shall mean Powergrid Corporation of India Limited.
1. 29. **“POWER PROJECT” or “SOLAR PROJECT” or “PROJECT”** shall mean the solar power generation facility having single/separate points of injection into the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines by

separate injection at Pooling Point. It is further clarified that “Grid-connected” Projects would include micro & mini grid-connected projects.

1. 30. **“ALLOCATED CAPACITY”** shall mean the cumulative capacity allocated to the successful bidder.
1. 31. **“PROCURER” or “END CONSUMER”** shall mean a Government entity/Government organization, which shall be the ultimate consumer of the energy produced from the Project set up under this RfS. In case the SPD sets up the project for captive or self-use, the SPD shall be deemed to be the Procurer or End Consumer as per the RfS.
1. 32. **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned based on self-declaration by the SPD, if all equipment as per rated project capacity has been installed and energy has flown into the grid;
1. 33. **“PROJECT DEVELOPER” or “DEVELOPER” or “SOLAR POWER DEVELOPER (SPD)”** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a project capacity by IREDA (through a competitive bidding process), including the SPV formed by the selected bidder/consortium for the purpose of setting up of Project;
1. 34. **“RfS DOCUMENT”** shall mean the bidding document issued by IREDA including all attachments, clarifications and amendments thereof vide **RfS No.23016/1/2020-IREDA/RfS/5,000 MW/012021** dated 29/01/2021;
1. 35. **“IREDA”** shall mean Indian Renewable Energy Development Agency Limited.
1. 36. **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 16, Section-III of the RfS;
1. 37. **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output of the Project.
1. 38. **“SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology.
1. 39. **“STATE TRANSMISSION UTILITY” or “STU”** shall mean the Board, or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.
1. 40. **“TOE”** shall mean Tender Opening Event.
1. 41. **“ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;
1. 42. **“Viability Gap Funding (VGF)”** shall mean the fund which will be disbursed by IREDA to the SPD, if eligible, as per terms and conditions of this RfS document
1. 43. **“WEEK”** shall mean calendar week.



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SECTION – II **INVITATION FOR** **BIDS (IFB)**

INVITATION FOR BIDS (IFB)

FOR

Selection of Solar Power Developers for Setting up of 5,000 MW Grid Connected Solar PV Power Projects in India (Tranche-III) under CPSU Scheme Phase-II (Government Producer Scheme)

(Single Stage Two Envelope Bidding)

Under e-Tendering

OVERVIEW OF THE RfS

- 1.0 Indian Renewable Energy Development Agency Limited (hereinafter called “IREDA”) is a Government of India Enterprise under the administrative control of the Ministry of New & Renewable Energy (MNRE). IREDA is a Public Limited Government Company established as a Non-Banking Financial Institution in 1987 engaged in promoting, developing and extending financial assistance for setting up projects relating to new and renewable sources of energy and energy efficiency/conservation with the motto: “ENERGY FOR EVER”.
- 2.0 MNRE has issued the “Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) for setting up 12,000 MW grid-connected Solar Photovoltaic (PV) Power Projects by the Government Producers with Viability Gap Funding (VGF) support for self-use or use by Government/Government entities, either directly or through Distribution Companies (DISCOMS)” vide No. 302/4/2017-GRID SOLAR dated 05.03.2019. These Guidelines have been issued under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity by the ‘Procurers’, from grid-connected Solar PV Power Projects. 12,000 MW capacity will be added in 4 years’ period i.e. from financial year 2019-20 to 2022-23.
- 3.0 As part of the Government of India’s target to achieve a cumulative capacity of 100 GW Solar PV installation by the year 2022, IREDA wishes to invite proposals for setting up of Grid Connected Solar PV projects anywhere in India on “Build Own Operate” (B-O-O) basis for an aggregate capacity of 5,000 MW under Phase-II (Tranche-III). IREDA shall award the projects to the successful bidder(s) selected after e-RA in line with provisions of RfS.
- 4.0 Power generated from above Projects shall be solely for self-use or use by Government/Government entities, either directly or through Discoms on payment of mutually agreed usage charges of not more than **Rs. 2.20/kWh**. The said value shall be exclusive of any other third party charges like wheeling and transmission charges and losses, point of connection charges and losses, cross-subsidy surcharges, State Load Dispatch Centre (SLDC)/ regional Load Dispatch Centre (RLDC) Charges, etc. as may be applicable.
- 5.0 Bidding process for Projects under this RfS is under Domestic Content Requirement (DCR) category only. The conditions of “Domestic Content Requirement” as specified in Section-3, Clause- 6 would be applicable for Projects being implemented under this scheme.
- 6.0 Solar Power Developers (hereinafter referred to as SPDs) selected by IREDA based on this RfS, shall set up Solar PV Projects on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document.

- 7.0 The maximum permissible limit for VGF is kept at **Rs. 0.70 Crore/MW** (INR 70 lakhs per MW) for projects; the actual VGF to be given to a Government Producer under the RfS would be decided through e-reverse auction using VGF amount as a bid parameter to select the SPD.
- 8.0 Bidders shall be required to submit their bids by offering VGF amount in INR per MW. Bidders who do not want to avail VGF, can submit their bid by offering '0' (Zero) VGF.
- 9.0 Any Government Producer setting up solar PV Power Projects will be eligible for VGF assistance under this RfS if it sets up a Solar PV power plant for self-use or use either by Government/Government entities, directly or through DISCOMs. Such Government Producers will submit an undertaking that there will be no commercial sale/resale of power and that such producer will be using electricity produced from this Project, either for self-use or use by Government/Government Entities.
- 10.0 Setting up of the aggregate capacity by the Government Producers, may be done either through in-house Engineering Procurement & Construction (EPC) facility or through open competitive bidding process in a transparent manner in accordance with General Financial Rules (GFR), 2017, Manual for Procurement of Goods, 2017 and CVC Guidelines on the subject. It is further clarified that GFR, 2017 of Ministry of Finance needs to be followed unless there is any specific exemption in this regard to any organization/agency.
- 11.0 The Government Producers would be free to avail other fiscal incentives including Accelerated Depreciation, if any, as per the existing rules.
- 12.0 If a solar power project under the scheme is set up in an UMREFP/Solar Park by the Govt. Producer, both Central Financial Assistance (CFA) as per UMREPP/Solar Park scheme, as well as VGF under CPSU Scheme Phase- II will be applicable

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS

- 13.0 Under this RfS, projects for an aggregate capacity of 5,000 MW will be selected, to be installed anywhere in India, provided they deploy Solar PV Technology. However, the selection of projects would be technology agnostic within the technology mentioned above. Crystalline Silicon or Thin Film or CPV, with or without Trackers can be installed. Only commercially established and operational technologies can be used, to minimize the technology risk and to achieve the timely commissioning of the Projects.

14.0 The conducting of bidding under the RfS, for selection will be as per schedule given below :

Sr. No.	Description	Detailed Information
1.	Purpose	Selection of Projects under the Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme)
2.	Bid Reference Number	23016/1/2020-IREDA/RfS/5,000 MW/012021
3.	Date of release of Bid Document (Document Needs to be downloaded from ISN-ETS web site)	29-01-2021
4.	Last date of receiving Pre-bid clarifications in writing	12-02-2021
5.	Date of pre-bid meeting	18-02-2021
6.	clarification on pre-bid queries	22-02-2021
7.	Last date for Bid Submission	04-03-2021
8.	Technical Bid Opening Date	08-03-2021
9.	Declaration of Technically qualified bidders	18-03-2021
10.	Date & time of opening of Financial bids	19-03-2021
11.	Declaration of Bidders qualified for e-RA	22-03-2021
12.	Conduct of e-RA	24-03-2021
13.	Finalisation of list of successful bidders	26-03-2021

15.0 RELEASE OF VGF

VGF will be released in two tranches as follows:

1. 50 % on award of Contract to the EPC Contractor (including in-house EPC Division) by the SPD. The SPD is required to sign the EPC agreement with EPC Contractor within 6 months from date of issue of LoA/Lol by IREDA.
2. The SPD can sign the EPC contract for complete capacity in one go or in tranches, provided the EPC contract for the complete capacity is awarded within 6 months. If the EPC is awarded in tranches, the release of 50% of the VGF can be done on a pro-rata basis subject to the condition that capacity awarded in each tranche is 10% of the total capacity allocated to the SPD or 10 MW, whichever is higher.
3. Balance 50 % VGF shall be released on successful commissioning of the full capacity of Project.

GUIDELINES FOR IMPLEMENTATION OF THE RfS

16.0 This RfS document has been prepared based on the Guidelines for “Central Public Sector Undertaking (CPSU) Scheme Phase-II (Government Producer Scheme) for setting up 12,000 MW grid connected Solar Photovoltaic (PV) Power Projects by the Government Producers with Viability Gap Funding (VGF) support for self-use or use by Government/Government entities, either directly or through Distribution Companies (DISCOMS)” vide No. 302/4/2017-GRID SOLAR dated 05.03.2019” with subsequent amendments and clarifications thereof.

- 17.0 Indian Renewable Energy Development Agency Limited (IREDA) has issued this RfS in the capacity of Scheme Implementer/ Scheme Manager as mentioned in the aforementioned Guidelines (and amendment no. 283/20/2019-GRID SOLAR-Part-2, dt. April 13th, 2020, Amendment No. 302/4/2017-GRID SOLAR, dt. September 7th, 2020 and Amendment No. 302/4/2017-GRID SOLAR, dt. December 23rd, 2020). IREDA may develop a suitable monitoring mechanism, to analyse the performance of the project and carry out random checks to verify compliance of quality standards. The SPD shall establish, to the satisfaction of IREDA, that the proposed projects comply with the WTO provisions, and fulfil the compliance requirements for Government Producers on the mandatory requirement of DCR under this scheme.

As per the guidelines of the scheme, IREDA shall be permitted to allot/sanction solar PV power project capacities, under CPSU Scheme Phase-II (Govt. Producer Scheme), of upto 50 MW, to any willing Govt. entity at the L1 rate (VGF amount bid by L1 bidder) discovered in the most recent last bidding, within 4 months of such last bidding, without the need for such entity to participate in bids. However, any such allocation will be subject to the said Govt entity meeting all other qualification requirements as otherwise prescribed by MNRE/Scheme Guidelines and the said Govt. entity giving consent to abide by all other rules and procedures, as otherwise applicable to projects allotted through bidding under CPSU Scheme Phase-II (Govt. Producer Scheme). The limit of 50 MW is with respect to project capacities being allotted to one Govt. entity during the duration between the two bids under CPSU Scheme by IREDA. There shall be no limit on project capacities that can be allotted through this route, subject to any single Govt. entity not being allotted more than 50 MW capacity in the period between two consecutive bids by IREDA under CPSU Scheme Phase- II (Govt. Producer Scheme).”

GENERAL

- 18.0 The complete RfS Documents are available at E-RA Portal <https://www.bharat-electronictender.com> as well as on IREDA’s website <http://www.ireda.in>. Interested bidders shall download the RfS Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.

Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through **M/s Electronic Tender.com (India) Pvt. Ltd.**, New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the said portal and complete all registration formalities. The address of ISN-ETS Portal is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS Portal are mentioned in the subsequent RfS documents.

They may obtain further information regarding this IFB from the corporate office of IREDA at the address given on the Bid Information Sheet from 0930 hours to 1730 hours on all working days.

For proper uploading of the bids on the portal, namely <https://www.bharat-electronictender.com> (hereinafter referred to as the ‘portal’); it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and

provisions as detailed in the portal. Applicants can also contact ISN-ETS directly, as and when required, through contact details as mentioned on the Bid Information Sheet. IREDA in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

- 19.0 -While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by IREDA for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, IREDA on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, IREDA shall not be responsible if bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall not be opened and sent to 'Archive' on the portal and shall not be considered any further at all.

- 20.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB.
- 21.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS PORTAL (<https://www.bharat-electronictender.com>, IREDA website <http://www.ireda.in> and as indicated in the Bid Information Sheet.
- 22.0 The Bidder shall pay the application fee directly to the service provider's website/account (<https://www.bharat-electronictender.com>), where the Bidder shall access all bid related documents and submit bid proposal on the website itself. Along with bid submission, Bidder shall pay Bid Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in presence of authorised representatives of bidders who wish to be present online. Bid proposals received without the prescribed Bid Processing Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 23.0 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ISN-ETS PORTAL (<https://www.bharat-electronictender.com>) or from IREDA website (<http://www.ireda.in>). **It is mandatory to download official copy of RfS Document from Electronic Tender System (ETS) PORTAL to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on ISN-ETS Portal. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned ISN-ETS Portal. The same may also be uploaded on IREDA website <http://www.ireda.in> also. **However, in case of any discrepancy, the information available on ISN-ETS Portal shall prevail.**

- 24.0 In case the RfS provides provision for multiple bids by a common bidder, then separate EMD(s) and Bid Processing Fees shall be furnished for all the bids as listed out in the RfS along with the response to RfS. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of IREDA (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 25.0 The detailed Qualifying Requirements (QR) are given in Section-IV of RfS.
- 26.0 IREDA shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.
- 27.0 ***IREDA reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

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.



IS/ISO 9001:2015, ISO/IEC 27001:2013 Certified
(A Mini Ratna Category – I PSU)

SECTION – III

INSTRUCTIONS TO

BIDDERS (ITB)

Preamble

This part (Section - III) of the RfS Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of IREDA. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronicstender.com>, bid opening, evaluation and on contract award. Section II contains provisions that are to be used shall be/remains unchanged unless consisting of provisions that supplement, amend, or specify in detail, information or requirements included in RfS and that are specific to each procurement, states otherwise.

Bidders may note that the RfS Documents/Contracts signed between IREDA and the Bidders/SPDs shall govern the respective rights of IREDA and Bidders/SPDs. The provisions of RfS Documents shall always prevail over any other documents in case of contradiction.

Further, in all matters arising out of the provisions of this Section - III and the RfS Documents, the laws of India shall be the governing laws subject to regulatory and adjudicatory jurisdiction of the Central Electricity Regulatory Commission and courts of Delhi shall have exclusive jurisdiction.

1. OBTAINING RfS DOCUMENTS

The bidders can download the RfS document from the ISN-ETS Portal (<https://www.bharat-electricstender.com>). A link of the same is also available at www.ireda.in

Note: Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS Portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - D). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS Portal and downloading the official copy of RfS.

2. COST OF DOCUMENTS & PROCESSING FEES

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A bidding Company/ Consortium will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the amount pertaining to Bid Processing Fee through NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

The bank details of IREDA are as below

Name of the Bank	Bank of Baroda
Name of Account	Indian Renewable Energy Development Agency
Account No.	21580200000233
IFS Code	BARB0VJBCPL
Branch Address	Bhikaji Cama Place, New Delhi-110066
GST Details of IREDA	07AAAC11384C1ZZ

The responses submitted without cost of the RfS document and/or Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by IREDA.

3. TOTAL CAPACITY OFFERED

- 3.1 Selection of Solar PV Power Projects for total capacity of 5,000 MW will be carried out through e bidding followed by e-Reverse Auction process. The Projects may be setup anywhere in India.
- 3.2 The interested Bidders are required to participate in the Request for Selection (RfS) for installation of Grid Connected Solar Photovoltaic Power Projects on Build-Own-Operate (B-O-O) basis under the scheme.

3.3 Capacity Allocation:

RfS for 5,000 MW Grid Connected Solar Power Projects (Tranche-III) in India under CPSU Scheme Phase-II	RfS No. <u>23016/1/2020-IREDA/RfS/5,000 MW/012021</u>	Page 22 of 94	Signature of Bidder
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The minimum capacity allocated to a bidder shall be 1 MW and the maximum allocation to a single bidder shall be 5,000 MW. The SPDs shall demonstrate the commissioning of total awarded allocation, to IREDA prior to disbursement of second tranche of VGF.

3.4 **Allocated Capacity Configuration:**

The term “Allocated Capacity” shall have the meaning as defined in Section I of the RfS, and shall refer to the Cumulative Project capacity as quoted by the bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA/Lol).

The Bidder may, however, configure the cumulative allocated capacity into any number of Projects/blocks, with minimum size of each Project/block being 1 MW.

Further, a single Project may further be sub-divided into a number of “blocks”, with size of each block being as per the designs of the SPD.

Following points are to be noted in this regard:

- a. A single VGF shall be quoted by the Bidder for its response to RfS, irrespective of number of Projects or blocks planned by the SPD.
- b. The bidder does not need to declare the break-down of the cumulative capacity quoted for, at the time of bidding. The SPD shall confirm the configuration of the total allocated capacity at the time of disbursement of second tranche of VGF.
- c. The SPD, if it wishes so, may affix separate PPA usage charges (subject to ceiling of Rs. 2.20/Unit) for each Project, based on its own arrangements with the Procurer(s), if applicable.

4. **PROJECT LOCATION**

The Projects can be located anywhere in India. It is clarified that the projects may be implemented as ground mounted or rooftop mounted or floating or canal top/canal bank etc., or a combination thereof, as per the requirements of the SPD.

5. **PROJECT SCOPE & TECHNOLOGY SELECTION**

Under this RfS, the SPD shall set up Solar PV Project, at its own cost and in accordance with the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/ or dedicated transmission network upto interconnection/ delivery point (including connectivity and Long Term Open Access (LTA)) including those required from State Government and local bodies shall be in the scope of the SPD. The Projects to be selected under this scheme provide for deployment of PV Technology. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon or thin film or CPV, with or without Trackers could be installed.

The SPD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Project will be located. It shall be the responsibility of the SPD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

6. DOMESTIC CONTENT REQUIREMENT

The RfS mandates use of both solar photovoltaic (SPV) Cells and modules manufactured domestically as per specifications and testing requirements fixed by MNRE. For the Projects to be implemented under this RfS, both the solar cells and modules used in the Solar Power Projects must be made in India, preferably from the manufacturers listed in ALMM list, published & updated by MNRE from time to time. In case of crystalline Silicon technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules starting from wafers until final assembly of the Solar Cells into Modules shall be performed at the works of PV manufacturers in India.

7. MAXIMUM ELIGIBILITY FOR CAPACITY ALLOCATION FOR A BIDDER

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

- (i) A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid for any cumulative capacity between (and including) 1 MW to 5,000 MW, which shall be quoted only in integral values, in the prescribed formats.
- (ii) The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to **5,000 MW**.
- (iii) The evaluation of bids shall be carried out as described in Section-V of RfS. The methodology for Allocation of Projects is elaborated in Section-V of RfS.

8. CONNECTIVITY WITH THE GRID (If applicable)

- 8.1 The Project should be designed for interconnection with the ISTS/ InSTS/STU in accordance with the prevailing CERC/SERC regulations in this regard (As applicable). For interconnection with the grid and metering, the SPD shall abide by the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 (as amended from time to time), along with applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electric and other regulations (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).
- 8.2 The Bidders are free to choose the ISTS/STU substations for Interconnection of the Project to the Grid on a pan India basis.
- 8.3 The responsibility of getting ISTS/STU connectivity and Long Term Open Access (LTA) shall entirely be with the SPD and shall be at the cost of the SPD. The transmission of power to and at the point of Interconnection /Delivery Point where the metering is done for energy accounting shall be the responsibility of the SPD at his own cost. In case the

SPD is required to use InSTS to bring solar power at ISTS point, same shall be done by the SPD as per rule and regulations prescribed by the respective SERC in this regard.

- 8.4 The maintenance of Transmission system up to the Inter-Connection Point shall be the responsibility of the SPD, to be undertaken entirely at its cost and expense.
- 8.5 Waiver of ISTS charges and losses for use of ISTS network, if any, shall be available to Projects set-up under the CPSU Phase-II Scheme, as per relevant orders/guidelines issued by government authority.

Under the scheme, setting up of solar PV power plants for supplying auxiliary power for a power generation plant is permitted.

9. **CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES**

The Solar Power Developers are required to obtain all necessary clearances and permits as required for setting up the Solar Power Projects, including but not limited to the following:

- No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- Forest Clearance (if applicable) for the land for the Project.
- Approval for water from the concerned authority (if applicable) required for the Project.
- Any other clearances as may be legally required, in order to establish and operate the Project.

The above clearances, as applicable for the Project, shall be required to be submitted to IREDA prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the SPD shall submit an undertaking in this regard, and it shall be deemed that the SPD has obtain all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the SPD.

10. **EARNEST MONEY DEPOSIT (EMD)**

- 10.1 Earnest Money Deposit (EMD) of INR 4 lakh/ MW in the form of Bank Guarantee, according to Format 7.3 A and valid for 9 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium.
- 10.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Banks (or their successor scheduled commercial bank after merger) listed at Annexure-C to RfS.
- 10.3 IREDA has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by IREDA in terms of the guarantee as in the case of appropriation of the cash deposit lying with IREDA.

11. **PERFORMANCE BANK GUARANTEE (PBG)**

- 11.1 Bidders, selected by IREDA based on this RfS, shall submit Performance Guarantee for an amount equal to 50 % of total VGF sanctioned after e-RA for the project but before disbursement of first tranche of VGF. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3B. Alternatively, the bidder can also produce a letter of comfort (LoC), from either PFC/REC/IREDA. However, in either case, the PBG/LoC shall have validity till the period ending at 33 months (39 Months if the total allocated capacity is more than 500 MW) from the date of issuance of LoA/Lol. After successful verification of the total Performance Bank Guarantee received in the acceptable form, the BG submitted towards EMD shall be returned by IREDA to the successful Bidder.
- 11.2 Performance Bank Guarantees (PBGs)/Letter of Comfort (LoC) shall be submitted for entire allocated capacity.
- 11.3 The SPD shall furnish the PBG from any of the Banks listed in this RfS. In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV.
- 11.4 The format of the Bank Guarantees prescribed in the Formats 7.3 A (EMD) and 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats may result in rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the first tranche of VGF shall not be disbursed.
- 11.5 IREDA has agreed to accept the PBG (in the form of an unconditional and irrevocable Bank Guarantee)/LoC instead of the cash deposit with the clear position intimated to the bidder that the PBG/LoC shall be encashable for being appropriated by IREDA in terms of the guarantee as in the case of appropriation of the cash deposit lying with IREDA.
- 11.6 The selected Bidder for the Project selected based on this RfS is required to submit the duly signed copy of award of contract to the EPC contractor (including in-house EPC Division) within 180 days from date of issuance of LoA/Lol. In case, the SPD does not submit the requisite documents, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by IREDA from the Bank Guarantee available with IREDA as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.
- 11.7 The Bank Guarantees has to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- 11.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.

- 11.9 To facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, checklist at Annexure-B has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees.
- 11.10 After the bidding process is over, IREDA shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 25 working days after the completion of e-Reverse Auction. The PBG of SPDs shall be returned to them, within 15 working days after successful commissioning of their projects, after taking into account any penalty due to delays in commissioning as per Clause No. 15, Section-III, Instructions to Bidders (ITB) of RfS.

12. **SUCCESS CHARGES**

The Selected Bidder shall have to pay INR 1 Lakh/ MW/ Project + 18% GST to IREDA towards administrative overheads, coordination with State Authorities and monitoring of Projects' compliance with WTO norms. The payment must be made by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA. Any delay in depositing the said amount to IREDA as mentioned above within the stipulated time shall attract interest @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of disbursement of first tranche of VGF. First tranche of VGF shall only be signed after deposit of the Success Charges to IREDA. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum on pro-rata basis.

13. **FORFEITURE OF EMD**

The BG towards EMD shall be encashed by IREDA in following cases:

- 13.1 If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid.
- 13.2 In case, the SPD fails to execute & submit an EPC agreement (including award to in-house EPC division), within 180 days of issuance of LOI/LOA by IREDA;
- 13.3 If after issuance of LoA/LoI, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way.
- 13.4 If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause No.11, Section-III, and Instructions to Bidders (ITB) of RfS documents.

14. **COMMISSIONING**

The Commissioning of the Project shall be carried out by the SPD as per the procedure established by the SPD. The SPD shall submit the commissioning certificate of the Project to IREDA, based on which, the installed capacity shall be examined by IREDA in

line with the DCR norms as per the RfS. Subsequent to successful examination of the same, the second tranche of the VGF, amounting to 50% of the total VGF awarded for the Project, will be disbursed to the SPD.

15. COMMISSIONING SCHEDULE AND PENALTY FOR DELAY IN COMMISSIONING

- a. If the capacity awarded to a SPD is equal to or less than 500 MW, then the Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be on or before 24 months from the date of issuance of LoA/Lol (for e.g. if Date of issuance of LoA/Lol is 07.08.2020, then SCD shall be latest by 06.08.2022).
- b. If the capacity allocated is more than 500 MW, then capacity upto first 500 MW has to be commissioned as per timelines in (a.) above. SPD will have a further 6 months to commission the balance capacity i.e. capacity in excess of 500 MW (for e.g. if the Date of Lol, for capacity of 586 MW is 07.08.2020, then 500 MW capacity shall be commissioned latest by 06.08.2022, and for remaining 86 MW, SPD will get extra 6 months).
- c. In case of delay in commissioning of the Project beyond the SCD, subject to a maximum of 6 months from such SCD, as part of the penalty for delay in commissioning the amount of VGF sanctioned to be the project shall be reduced by 0.15% (zero point one five percent) of the sanctioned VGF, on per day basis, for the period of such delay, and proportionate to the capacity delayed or not commissioned.
- d. Thus, the maximum time period allowed for commissioning of the full Project Capacity, including the time overrun/delay, shall be limited to 30 months if allocated capacity is upto 500 MW & 36 months if allocated capacity is in excess of 500 MW; from the date of issuance of LoA/Lol. For e.g if the date of issuance of LoA/Lol for 500 MW is 07.04.2021, then the above deadline for Project commissioning shall be 06.10.2023).
- e. In case the Commissioning of the Project is delayed beyond the timeline stipulated at (d.) above, the project capacity under the scheme shall be reduced to the project capacity commissioned, and the balance capacity will stand terminated. Such capacity, which has been terminated will remain ineligible for the second tranche of the VGF sanctioned to the SPD and excess payment vis-à-vis the first tranche on account of such reduction shall be adjusted/recovered.

e.g., if a SPD has been successfully awarded 500 MW capacity after the conduct of e-RA, then that SPD will have 24 months from date of LoA to commission the complete capacity. However, if on 400 MW is commissioned at the end of 24 months, then a further 6 months can be given as per procedure explained at point c above, i.e. a penalty will be levied by reducing the VGF at 0.15% per day, on the 100 MW for the period of delay. The extension for such capacity will be for 6 months only.

If after the completion of the 6 months period as above, there is still capacity, which is uncommissioned, say 40 MW then penalty will be levied on the 100 MW i.e. entire capacity

delayed and the allocated capacity will be reduced to 460 MW. The second tranche will be released after reduction in VGF as penalties levied and reduction in capacity.

- f. It may be noted that the bidder, based on the cumulative Project capacity in the RfS, shall quote a single VGF amount, and the second tranche of VGF will be disbursed to the SPD only upon successful commissioning of cumulative allocated capacity.

16. COMMERCIAL RE-SALE OF POWER BY THE PROCURER OR END CONSUMER IS NOT ALLOWED AS PER THE RFS CONDITIONS.

The SPD shall provide a power mapping (Format 7.10 of the RfS) for the proposed capacity being quoted for, clearly specifying the SPD, various intermediaries, if any, and the End Consumer. The same shall be submitted to IREDA after finalization of the mapping by the SPD, necessarily prior to disbursement of second tranche of VGF.

The SPD shall submit a self-certification to IREDA (Format 7.6 as amended), confirming that the Project has been set-up, as per the provisions of the Scheme Guidelines, and explanatory notes, if any, as published by MNRE from time to time.

The above certifications will be submitted by the SPD after finalization of power mapping by the SPD, but prior to disbursement of second tranche of VGF. Responsibility of obtaining these certificates from the respective entities shall be under the scope of the SPD, and IREDA will not seek these certificates individually from each entity.

17. STRUCTURING OF THE BID SELECTION PROCESS

17.1 Single stage, Double Envelope bidding followed by e-Reverse Auction has been envisaged under this RfS. Bidders have to submit both Techno-Commercial Bid and Financial Bid (VGF) together in response to this RfS online. The preparation of bid proposal has to be in the manner described in Clause No. 21, Section-III, Instructions to Bidders (ITB) of RfS.

17.2 Aggregate capacity offered under this RfS is 5,000 MW. The minimum capacity allocation shall be 1 MW and the maximum allocation shall be 5,000 MW, which shall be quoted only in integral values by the Bidders. The Bidders may submit their proposals accordingly. The proposals may be enclosed in the same envelope in the manner described in Clause No.21, Section-III, and Instructions to Bidders (ITB) of RfS.

18. INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.

Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure - D and Annexure - E

Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

1. Covering Letter as per **Format 7.1**
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2**

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for fulfilling the requirements under this clause; provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

3. Earnest Money Deposit (EMD) in the form as per **Format 7.3 A**
4. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4 (A & B)** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - a. Resolution from the board for taking up development of the project and participation in bidding under the scheme.
 - b. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - c. Board Resolution from the Bidding Company committing equity requirement for the Project/ Board Resolutions from each of the Consortium Members for equity requirement for the Project (in case of Bidding Consortium); and
 - d. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
5. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

6. Format for Financial Requirements as per **Format 7.6** along with the certificate from Statutory Auditors showing details of computation of the financial credentials of the Bidder.
7. Undertaking regarding no wilful default and no major litigation pending as per **Format 7.7**.

8. Attachments

- a. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision, which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to disbursement of first tranche of VGF, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision, which highlights the objects relating to Power / Energy / Renewable Energy/ Solar Power plant development has to be submitted prior to disbursement of first tranche of VGF.
- b. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
- c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by Company Secretary as on a date within 30 days prior to the last date of bid submission. IREDA reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- d. Certified copies of annual audited accounts for the last financial year, i.e. FY 2019-20.
- e. Details of all types of securities/instruments, which are pending conversion into equity whether optionally or mandatorily.

19. IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS

- 19.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

- 19.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified prior to disbursement of first tranche of VGF.
- 19.3 If the Bidder/ Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, IREDA reserves the right to reject such response to RfS and/ or cancel the Letter of Award/Intent, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 19.4 If the event specified at 19.3 is discovered after the award of LoA/Lol, no further tranche of VGF will be disbursed and recoveries will be made against the VGF disbursed.
- 19.5 Response submitted by the Bidder shall become the property of the IREDA and IREDA shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause no. 10, Section-III, Instructions to Bidders (ITB) of RfS.
- 19.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 19.7 The response to RfS shall be submitted as mentioned in Clause No 19, Section-III, Instructions to Bidders (ITB) of RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, IREDA reserves the right to seek additional information from the Bidders, if found necessary, during evaluation of the response to RfS.
- 19.8 The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the **relevant Bid-part** is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 19.9 All the information should be submitted in English language only.
- 19.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 19.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by IREDA.
- 19.12 Response to RfS not submitted in the specified formats will be liable for rejection by IREDA.

- 19.13 Non-submission of additional information or clarifications sought, if any, within the specified timelines, will be liable for rejection of bids.
- 19.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver, on the part of IREDA, of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 19.15 The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and IREDA. Subject to the above, only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 19.16 All the financial transactions to be made with IREDA including submission of Bid processing fee, delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS.

20. **NON-RESPONSIVE BID**

The electronic response to RfS submitted by the bidder along with the documents submitted offline to IREDA shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non-responsive”: -

- (a) Non-submission of Document Processing Fee as mentioned in the Bid Information Sheet;
- (b) Non-submission of EMD in prescribed format along with RfS document.
- (c) Response to RfS not received by the due date and time of bid submission;
- (d) Non-submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- (e) Non-submission of the original documents mentioned at Clause No.21, Section-III, Instructions to Bidders (ITB) of RfS by due date and time of bid submission;
- (f) Any indication of VGF in any part of response to the RfS, other than in the financial bid;
- (g) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form;

21. METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER

1a. DOCUMENTS TO BE SUBMITTED OFFLINE (IN ORIGINAL)

The bidder to submit the documents in original as part of Response to RfS to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as “**Bidding Envelope containing i) Covering Envelope, ii) Pass Phrase Envelope -1 & iii) Pass Phrase Envelope -2**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom must contain the following:

I. **Covering Envelope:** Super scribed as “**Covering Envelope Containing Document Processing Fee, Bank Guarantee towards EMD, Covering Letter, and Power of Attorney (if applicable), Consortium Agreement (if applicable), Board Resolution**” must contain the following:

- Processing Fee in the form DD/ Pay Order as mentioned in the Bid Information Sheet. In case the processing fee is submitted online, the proof of such transfer shall be submitted as part of the covering envelope
- Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3 A). Single EMD may be submitted for the cumulative capacity quoted by the Bidder.
- Covering Letter as per Format-7.1
- Power of Attorney as per Format 7.2 (if applicable),
- Board Resolution as per Format 7.4 (A & B)
- Consortium Agreement as per Format 7.5 (if applicable)
- GSTN along with respective registered address of the Bidder on the letterhead of the Bidder (signed by the Authorized signatory)

II. **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly signed by the authorized signatory in sealed envelope.

III. **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly signed by the authorized signatory in sealed envelope.

The bidding envelope shall contain the following sticker.

Response to RfS for Setting up of 5,000 MW Grid Connected Solar PV Power projects by Government producers under Tranche-III of CPSU Phase-II Scheme	
<i>Cumulative Capacity of the projects applied for</i>	_____ MW
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	23016/1/2020-IREDA/RfS/5,000 MW/012021 dated 29/01/2021
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	Deputy General Manager (TS) Indian Renewable Energy Development Agency Limited 3rd Floor, August Kranti Bhawan, Bhikaji Cama Place, New Delhi -110066, Tel: +91 11 26717400 - 26717412 Email - cpsuscheme@ireda.in

1b. DOCUMENTS TO BE SUBMITTED ONLINE

Detail instructions to be followed by the bidders for online submission of response to RfS as stated as Annexure-D and E. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and, Document/ Bid Processing fee submitted shall be encashed and the EMD(s) shall be returned. The bid shall not be processed further in such case.

All documents of the response to RfS submitted online must be digitally signed on <https://www.bharat-electronictender.com> which should contain the following:

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below

- (a) Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4 (A & B), 7.5 (if applicable), 7.6 and 7.7 as elaborated in Clause No. 20, Section-III, Instructions to Bidders (ITB).
- (b) All attachments elaborated in Clause No. 18, Section-III, Instructions to Bidders (ITB), under the sub-clause 8, Attachments with proper file names

(c) All supporting documents regarding meeting the eligibility criteria

The bidder will have to fill the Electronic Form provided at the ISN-ETS Portal as part of Technical Bid.

II. Financial Bid (Second Envelope)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

(a) Covering letter as per Format - 7.8 of this RfS document

(b) Preliminary Estimate of Cost of Solar PV Project as per Format 7.9


Only First Round VGF bid for all the Projects applied for shall have to be filled online in the Electronic Form provided at the ISN-ETS Portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else, the bid shall be considered as non-responsive.

Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS Portal within the bid submission deadlines and fails to submit the offline documents in the office of IREDA within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS Portal. Similarly, bids submitted offline but without any online submission on ISN-ETS Portal shall not be opened and the EMD shall be returned to the respective bidder.

22. NOTICE BOARD FOR DISPLAY

The selected SPD will have to put a notice board (at least 180cm x 120cm) at its project site main entrance prominently displaying the following message before declaration of Commissioning Date.

<p>_____ MW Grid Connected Solar PV Project Owned and operated by ----- (insert name of the SPD)</p> <p>[Under RfS for Setting up of 5,000 MW Grid Connected Solar PV Power projects by Government producers (Tranche-III) of CPSU Scheme Phase-II by Indian Renewable Energy Development Agency Limited]</p> <div style="text-align: center;">  </div> <p>Village:....., Tehsil....., District....., State.....</p>
--

23. VALIDITY OF THE RESPONSE TO RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS (“Bid Validity”). IREDA reserves the right to reject any response to RfS, which does not meet the aforementioned validity requirement.

24. BID PREPARATION COST

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. IREDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

25. CLARIFICATIONS/ PRE-BID MEETING/ ENQUIRIES/ AMENDMENTS

25.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS Portal.

25.2 IREDA will make an effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and IREDA's response will be uploaded in the website <https://www.bharat-electronicstender.com>. If necessary, amendments, clarifications, elaborations shall be issued by IREDA which will be notified on IREDA/ ISN-ETS web site. No separate reply/intimation will be given for the above, elsewhere.

25.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on IREDA's website).

25.4 Enquiries/ Clarifications may be sought by the Bidder from

Name of the Authorized Person of IREDA:	Contact Details:
Shri S. M. Siddesh Deputy General Manager (TS)	Phone (Off): +91 11 26717400 -12 E-mail: cpsuscheme@ireda.in
Shri Ekansh Chaturvedi Manager (TS)	Phone (Off): +91 11 26717400 -12 E-mail: cpsuscheme@ireda.in

26. RIGHT OF IREDA TO REJECT A BID

IREDA reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to IREDA's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

27. POST AWARD COMPLIANCES

Timely completion of all the milestones i.e. award of contract to the EPC contractor (including in-house EPC Division), Commissioning etc. will be the sole responsibility of SPD. IREDA shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with SPD by IREDA for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS must be timely submitted by the SPD.



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SECTION - IV

QUALIFYING

REQUIREMENTS

FOR BIDDERS (QR)

Short listing of Bidders will be based on meeting the following Criteria:

A. GENERAL ELIGIBILITY CRITERIA

- A.1. Only Government producers are allowed to participate as bidder under this RfS. Government producers can be any entity which is either:
- Directly controlled by the central or State Government or
 - Is under the Direct administrative control of central or state government or
 - A company in which central or state government is having more than 50 % shareholding.

Any reference to 'Government Producers' includes organizations, Agencies, Public Sector Undertakings of both Government of India and State Governments.

- A.2. Bidding Consortium of Government Producers with one of the Company as Lead member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of EPC agreement with EPC Contractor, keeping the original shareholding of the Bidding Consortium unchanged. In case a Consortium has made applications for multiple Projects, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

- A.3. The sole bidder/lead member, (if applying in consortium) shall not be a loss making entity. In addition, such bidder shall necessarily have positive net worth in the previous financial year preceding the year of application. To establish the same, the applicant shall submit supporting documents including audited balance sheets, income statements, and a certificate issued by the statutory auditor.

- A.4. A Bidder, which has been selected as Successful Bidder based on this RfS, can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a subsidiary Company of the successful bidder for setting up of the Project, with at least 76% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of EPC agreement with EPC Contractor. Multiple SPVs may also be incorporated for executing more than one Projects.

- A.5. Any consortium, if selected as Successful Bidder, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of EPC agreement with EPC Contractor, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of EPC agreement with EPC Contractor and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to one year after the SCD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed

after SCD with the permission of IREDA, subject to the condition that, the management control remains within the same group of companies.

- A.6. The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect as per enclosed format 7.7.

B. TECHNICAL ELIGIBILITY CRITERIA

- B.1. Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects.
- B.2. The Bidder is required to undertake to furnish evidence of meeting the DCR norms as per the RfS, prior to disbursement of 2nd tranche of the VGF upon successful commissioning of the full Project capacity awarded.
- B.3. Detailed technical parameters for Solar PV Projects to be met by SPDs are at Annexure-A. The Government Producers shall strictly comply with the technical parameters detailed in the Annexure-A. Further, Solar Photo voltaic (SPV) cells and Modules manufactured domestically as per specifications and testing requirement fixed by MNRE are made compulsory for installation of awarded Solar PV power Plant. Modules used in the Project shall be sourced only from the models and manufacturers included in the “Approved List of Models and Manufacturers” as published by MNRE.
- B.4. In addition to the above, the SPD shall also adhere to MNRE’s Notification titled “Implementation of Public Procurement (Preference to Make in India) Order for Renewable Energy sector-reg.”, issued vide OM No. 146/57/2018-P&C dated 11.12.2018 and amendments/addendums, if any.

The SPD shall furnish certificates along with certificates from the cell and module manufacturers for the components used in the Project, regarding compliance with DCR conditions under the RfS, in line with format as per APPENDIX A-1, A2 & A3. It is further highlighted that SPDs flouting the DCR norms may face serious actions as may be decided by IREDA/MNRE.



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SECTION – V BID EVALUATION AND SELECTION OF PROJECTS

1. BID EVALUATION

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in Section-III, Instructions to Bidders (ITB) of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

2. TECHNO-COMMERCIAL EVALUATION OF BIDDERS

2a. FIRST ENVELOPE (TECHNICAL BID) EVALUATION (STEP - 1)

- 2a.1. The first envelope (Technical Bid submitted online) of only those bidders will be opened by IREDA whose required documents as mentioned at Clause No. 21 1b, Section-III, Instructions to Bidders (ITB) of this RfS are received at the office of IREDA on or before the due date and time of bid submission.
- 2a.2. Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- 2a.3. Subject to Clause No. 21, Section-III, Instructions to Bidders (ITB) of this RfS, IREDA will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, IREDA may seek clarifications/ additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/ additional documents sought by IREDA within 07 (seven) days from the date of such intimation from IREDA. All correspondence in this regard shall be made through email/ISN-ETS Portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. IREDA shall not be responsible for rejection of any bid on account of the above.
- 2a.4. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per RfS.

2b. SECOND ENVELOPE (FINANCIAL BID) EVALUATION (STEP - 2)

In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "First Round VGF" quoted by the bidders in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the e-Reverse Auction.

- 2b.1. Second Envelope (containing First Round VGF) of only those bidders shall be opened whose technical bids are found to be qualified.
- 2b.2. The Bidder will have to submit a single bid (single application) quoting a single VGF per MW for all the Projects applied for. The VGF to be quoted shall not contain any decimal places. If it is quoted with any decimal places, the digits in the decimal

places shall be ignored and VGF amount will be rounded down. (For e.g. if the quoted VGF is INR 20,00,000.837/MW, then it shall be considered as INR 20,00,000/MW).

- 2b.3. In this step, evaluation will be carried out based on VGF requirement quoted by the Bidders. The VGF bid cannot be higher than the maximum permissible VGF kept at 0.70 Crore/MW. Those bids, whose First Round VGF Bid is higher than VGF mentioned above, shall be rejected.
- 2b.4. On completion of Techno-Commercial bid evaluation, if it is found that the total aggregate capacity of the Solar PV Projects short-listed is lower than or equal to 5,000 MW, then the procedure as elaborated in Clause No. 3.2 of this Section-V shall be followed.
- 2b.5. On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of IREDA. Thereafter, IREDA will take appropriate action as deemed fit.
- 2b.6. If the first-round VGF quoted is same for two or more Bidders, then all the Bidders with same First Round VGF shall be considered of equal rank/ standing in the order.
- 2b.7. All Bidders with same First Round VGF shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause No. 3.2 of this Section-V).
- 2b.8. Ranking of bidders after Financial Bid Evaluation: In case of financial bids received from all bidders are in the form of VGF, ranking shall be done in following manner. For example

Bidder	Submitted Financial Bid	Ranking
B1	₹ 53,00,000/- (VGF in ₹/MW)	L4
B2	₹ 43,00,000/- (VGF in ₹/MW)	L3
B3	₹ 15,00,000/- (VGF in ₹/MW)	L2
B4	₹ 0.00/- (VGF in ₹/MW)	L1
B5	₹ 63,00,000/- (VGF in ₹/MW)	L5
B6	₹0.00/- (VGF in ₹/MW)	L1
B7	₹ 70,00,000/- (VGF in ₹/MW)	L7
B8	₹ 70,00,000/- (VGF in ₹/MW)	L7
B9	₹ 68,00,000/- (VGF in ₹/MW)	L6

3. REVERSE AUCTION (STEP - 3)

3.1. The reverse auction for entire capacity shall be conducted through <https://www.bharat-electronictender.com> portal on the day as intimated by IREDA to the eligible bidders.

3.2. The Total eligible bidders for the Project for reverse auction shall be decided as mentioned below:

Assuming

T = Total number of techno-commercially qualified Bidders whose price bids are in line with the provisions of RfS, and

S_T = Cumulative capacity till the 'k'th serial number Bidder (not the 'k'th rank bidder) after ranking is done in ascending order from L1 onwards

S _E = (Eligible capacity for award)	(i) In case S _T ≤ 5,000 MW, S _E = 0.8 X S _T
	(ii) In case S _T > 5,000MW, S _E = 0.8 X S _T subject to maximum eligible capacity being 5,000 MW.

Total eligible Bidders for e-Reverse Auction

I. **In case (0.8X S_T) ≤ 5,000 MW:** All the techno-commercially qualified bidders, whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e. "n" = "T".

II. **In case (0.8X S_T) > 5,000 MW:** The highest ranked bidder (H1 bidder) shall be eliminated at this stage, (subject to condition that 0.8XS_T > S_E after such exclusion) and the remaining bidders' techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Note:

(a) In case more than one bidder is ranked as "H1" bidder, i.e. such bidders are at the same First Round VGF, all such bidders will be eliminated at this stage.

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 5,000 MW. In the contradictory scenario, no elimination will take place at this stage.

For e.g. (Shortlisting of Bidders for reverse auction):

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders = S_T=7,660 MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S _E	(0.8 x S _T)	n	Short-listed Bidders
1	B8	L1	900	10	5,000	5,168 MW	9*	B8
2	B5	L2	600					B5
3	B1	L3	700					B1

4	B4	L3	700					B4
5	B2	L4	800					B2
6	B9	L5	200					B9
7	B10	L6	50					B10
8	B3	L7	800					B3
9	B7	L8	1710					B7
10	B6	L9	1200					

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders (S_T)=3300 MW

Sl. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	($0.8 \times S_T$)	n	Shortlisted Bidders
1	B4	L1	300	4	5,000 MW	2640 MW Reduced S_E : 2640 MW	4	B4
2	B2	L2	2000					B2
3	B1	L3	600					B1
4	B3	L4	400					B3
	Total		3300					

* n = 4 as per the above formula.

3.3. A advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the techno commercially qualified bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further at least two hours before the schedule start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause No. 3.2 above.

3.4. Shortlisted bidders for Reverse Auction will be able to login into the RA Portal of reverse auction 15 minutes before the start time of reverse auction.

3.4.1. During the 15 minutes prior to start of reverse auction process, the respective first round VGF along with the total project capacity of the bidder shall be displayed on its window.

3.4.2. The minimum decrement value of VGF for Reverse Auction is ₹ 25,000/- per MW. During the reverse auction process, the bidder can mention its revised VGF value which has to be at least ₹ 25,000/- less than its current quoted VGF value per MW. For e.g. (if the current quoted VGF is ₹5,40,000/MW, then the revised VGF must be any value lower than ₹5,15,000/MW).

3.4.3. Bidders can only quote any value lower than their previous quoted VGF taking into consideration of the minimum decrement value mentioned in the previous clause. However, at no stage, increase in VGF will be permissible. Bidders can improve their ranking by quoting the VGF lower than their last quoted VGF.

3.4.4. During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting VGF during reverse auction.

- 3.4.5. In the bidder's bidding window, the following information can be viewed by the bidder:
- Its last quoted VGF along with the project capacity for which the Bidder is qualified.
 - The list of all the Bidders with their following details: Pseudo Identity, last quoted VGF and project capacity.
- 3.4.6. The initial auction period will be of 60 minutes with a provision of auto extension by 08 minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in VGF, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as follows:
- Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instance.
 - Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instance.
 - Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity if the auction is closed at that instance.

If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

4. SELECTION OF SUCCESSFUL BIDDERS

- The bidders shall be selected in the ascending order with lowest quoted VGF (being L1) and so on till the total capacity (SE) is exhausted. i.e. The lowest quoting Bidder will be allotted its qualified project capacity and then, next higher Bidder will be allotted its qualified project capacity from the balance capacity under the RfS and so on, till the total project capacity (i.e. 5,000 MW) is exhausted.
- In case of a tie among two or more Bidders (i.e. their last quoted VGF being the same at the end of the e-RA), they will be considered in the chronological order of their last bid with preference to that Bidder who has quoted his last bid earlier than others

In the above case, if the time of quote also become exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots.

5. ISSUANCE OF LOAs/LOIs:

At the end of selection process, a Letter of Award/Intent (LoA/Lol) will be issued to the successful Bidders for allocated capacity. In case of a Consortium being selected as the successful Bidder, the LoA/Lol shall be issued to the Lead Member of the Consortium.

In all cases, IREDA's decision regarding selection of Bidder through Reverse Auction or other- wise based on First Round VGF or annulment of tender process shall be final and binding on all participating bidders.



IS/ISO 9001:2015, ISO/IEC 27001:2013 Certified
(A Mini Ratna Category – I PSU)

SECTION – VI

OTHER

PROVISIONS

1 **Role of State Nodal Agencies (If applicable)**

SNA will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the Projects within the scheduled Timeline. This may include facilitation in the following areas:

- Coordination among various State and Central agencies for speedy implementation of projects
- Support during commissioning of projects and issue of commissioning certificates.

2 **Role of Centre Transmission Utility/PGCIL (if applicable)**

It is envisaged that the State Transmission Company (STU) /CTU /PGCIL will provide transmission system to facilitate the evacuation of power from the Projects which may include the following:

- i) Provide connectivity to the Solar Projects with the grid
- ii) Support during commissioning of projects
- iii) Support during commissioning of projects

3 **Power to Remove Difficulties**

If there is need for any amendment to this scheme for better implementation or any relaxation is required in the norms due to operational problems, MNRE will be the competent authority to make such amendments.

4 **Role of Indian Renewable Energy Development Agency Limited (IREDA)**

IREDA will handle the scheme on behalf of MNRE including conducting bidding on VGF basis, amongst Government Producers, for selection of Government Producers for implementing this scheme. IREDA will responsible for conducting bidding, handling VGF funds, monitoring of the projects and managing all aspects of the scheme. IREDA will ensure that the proposed projects comply with the WTO provisions, and the compliance by Government producers on the mandatory requirement of DCR under this RfS.



SECTION – VII SAMPLE FORMS & FORMATS FOR BID SUBMISSION

FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section - IV and other submission requirements specified in the RfS

- i) Format of Covering Letter (Format 7.1)
- ii) Format for Power of Attorney (Format 7.2) (if applicable)
- iii) Format for Earnest Money Deposit (EMD) (Format 7.3 A)
- iv) Format for Performance Bank Guarantee (PBG) (Format 7.3 B)
- v) Format of Board Resolution to Undertake the Project (Format 7.4 A)
- vi) Format for Board Resolutions (Format 7.4 B)
- vii) Format for Consortium Agreement (Format 7.5) (if applicable)
- viii) Format for Financial Requirement (Format 7.6)
- ix) Undertaking regarding no wilful default and no major litigation pending (Format 7.7)
- x) Format for submission of Financial Bid (Format 7.8)
- xi) Technical Requirements for Solar PV Projects (Annexure - A)
- xii) Check List for Bank Guarantees (Annexure-B)
- xiii) List of Banks (Annexure-C)
- xiv) Special Instructions to Bidders for e-Tendering and Reverse Auction (Annexure-D)
- xv) Terms & Conditions of Reverse Auction (Annexure-E)

Format 7.1

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

E-mail address# _____

To

Indian Renewable Energy Development Agency Limited
3rd Floor, August Kranti Bhawan,
Bhikaji Cama Place, New Delhi -110066

Sub: Response to RfS No. 23016/1/2020-IREDA/RfS/ 5,000 MW/ 012021 dated 29/01/2021 for Selection of Power Developers (Government Producers) setting up of 5,000 MW Grid Connected Solar PV Power projects by Government producers under Tranche-III of CPSU Scheme Phase-II

Dear Sir/ Madam,

We, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.7 under Disclosure). We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 5,000 MW, including this response to RfS.

We are submitting RfS for the development of following Solar PV Project(s): -

Project No.	Capacity (MW)	Location of Project (Village, Tehshil, Dist., State)	Proposed CUF	Proposed End Consumer of Solar Power (Self / Any other Producer)	Preference of Project

--	--	--	--	--	--

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 4.4.3.*

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], attached thereto, issued by IREDA. In token of our acceptance to the RfS along with the amendments and clarifications issued by IREDA, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that award of contract to the EPC contractor is signed (including in-house EPC Division) as per the provisions of the RfS shall be binding on us. Further, we confirm that the Project shall be commissioned within 24 months (30 months, for capacity exceeding 500 MW) (as per clause No. 16 of ITB) from issue Date of LoA/Lol.
2. Earnest Money Deposit (EMD): - (Please read Clause No. 10, Section-III, ITB carefully before filling)
We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 7.3A from [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 10, Section-III, ITB of this RfS. The total capacity of the Solar PV Project offered by us is MW [Insert cumulative capacity proposed].
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) for the selected Projects as mentioned in Clause Nos. 11, Section-III, ITB of this RfS on issue of LoA/Lol by IREDA for the selected Projects and/ or we are not able to sign the EPC Contract agreement with the EPC contractor (including in-house EPC Division) within 180 days of issue of LoA /Lol by IREDA for the selected Projects, IREDA shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per Section - VII (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. Acceptance: -
We hereby unconditionally and irrevocably agree and accept that the decision made by IREDA in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
We also unconditionally and irrevocably agree and accept that the decision made by IREDA in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.
6. Familiarity with Relevant Indian Laws & Regulations: -
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, which shall be our 100% subsidiary, we shall infuse necessary equity to the requirements of RfS.
8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from IREDA.
10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
11. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].
12. Contact Person
 Details of the representative to be contacted by IREDA are furnished as under:

Name & Designation :

Company :

Address :

Phone Nos. :

Mobile Nos. :

E-mail address :

We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as an SPD's event of default.

Dated the _____ day of _____, 20....

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favour of the Lead Member)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at,, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s..... as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws of and having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves commissioning of the project capacity awarded.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, as the Member of the Consortium have executed these presents on this..... day of under the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:)

Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----

Date: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-I, Definition of Terms of the RfS.

Format 7.3A

FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for **Setting up of 5,000 MW Grid Connected Solar Power Projects in India by Government under CPSU Scheme Phase-II (Tranche-III)** of the cumulative capacity of MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Indian Renewable Energy Development Agency Limited (hereinafter referred to as IREDA) and IREDA considering such response to the RfS of [*insert the name of the Bidder*] as per the terms of the RfS, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to IREDA at [*Insert Name of the Place from the address of IREDA*] forthwith without demur on demand in writing from IREDA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [*Insert amount not less than that derived on the basis of Rs. 4 Lakh/per MW of cumulative capacity proposed*], only, on behalf of M/s ____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause No. 10, Section-III, ITB of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause No. 10, Section-III, ITB of this RfS*]. IREDA shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 10, Section-III, ITB of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that the IREDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by IREDA, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to IREDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the Bidder*]

RfS for 5,000 MW Grid Connected Solar Power Projects (Tranche-III) in India under CPSU Scheme Phase-II	RfS No. 23016/1/2020-IREDA/RfS/5,000 MW/012021	Page 58 of 94	Signature of Bidder
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and/ or any other person. The Guarantor Bank shall not require IREDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against IREDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly IREDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by IREDA or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IREDA's banker (i.e. Bank of Baroda) and a confirmation in this regard is received by IREDA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause No. 10, Section-III, ITB of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if IREDA serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [Insert Name and Address of the Bank] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Format 7.3B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted cumulatively for Entire allocated capacity)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Solar Power Developer') submitting the response to RfS inter alia for selection of the Project **anywhere in India** of the capacity of MW, at [*Insert name of the place*], in response to the RfS dated..... issued by Indian Renewable Energy Development Agency Limited (hereinafter referred to as IREDA) and IREDA considering such response to the RfS of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Award/Intent No _____ to _____ (*Insert Name of selected Solar Power Developer*) as per terms of RfS.

As per the terms of the RfS, the _____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to IREDA at [*Insert Name of the Place from the address of the IREDA*] forthwith on demand in writing from IREDA or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [*Insert name of the selected Solar Power Developer/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only).

Our Guarantee shall remain in force until..... IREDA shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that IREDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by IREDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to IREDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the selected Solar Power Developer/ Project Company as applicable] and/ or any other person. The Guarantor Bank shall not require IREDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against IREDA in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly IREDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer/ Project Company, to make any claim against or any demand on the selected Solar Power Developer/ Project Company or to give any notice to the selected Solar Power Developer/ Project Company or to enforce any security held by IREDA or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IREDA's Banker (i.e. Bank of Baroda) and a confirmation in this regard is received by IREDA.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to IREDA and may be assigned, in whole or in part, (whether absolutely or by way of security) by IREDA to any entity to whom IREDA is entitled to assign its rights and obligations under the RfS.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if IREDA serves upon us a written claim or demand.

Signature: _____

Name: _____



RfS for Selection of Solar Power Developers for Setting up of 5000 MW Grid Connected Solar PV Power Projects in India (Tranche-III) under CPSU Scheme Phase-II (Government Producer Scheme)

Power of Attorney No.: _____

For
 _____ [Insert Name and Address of the Bank] _____

Contact Details of the Bank:

E-mail ID of the Bank:
 Banker's Stamp and Full Address.

Dated this _____ day of _____, 20__

Witness:

1.

Signature
 Name and Address

2.

Signature
 Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.

Format 7.4(A)

FORMAT OF BOARD RESOLUTION TO UNDERTAKE THE PROJECT

“EXTRACT OF THE MINUTES OF BOARD OF DIRECTORS OF M/S _____ HELD ON _____ AT THE REGISTERED OFFICE OF THE COMPANY The Board of Directors of the company proposed to undertake a ____ MW _____ Project (description of Project) at _____ (address of the Project) in the State of _____ (indicate the State). The Board, after deliberations, passed the following Resolutions:

RESOLVED THAT the Board be and is hereby authorised to undertake a _____ MW capacity of _____ Project at _____ based on domestic cell and modules and apply for VGF support under the CPSU Scheme Phase-II (government Producer Scheme)

Format 7.4 (B)

FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for "Setting up of 5,000 MW Grid Connected Solar Power Projects in India by Government under CPSU Scheme Phase-II (Tranche-III)", including signing and submission of all documents and providing information/ response to RfS to Indian Renewable Energy Development Agency Limited (IREDA), representing us in all matters before IREDA, and generally dealing with IREDA in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest equity in the Project.

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by each Member of the Bidding Consortium including Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

RfS for 5,000 MW Grid Connected Solar Power Projects (Tranche-III) in India under CPSU Scheme Phase-II	RfS No. 23016/1/2020-IREDA/RfS/5,000 MW/012021	Page 64 of 94	Signature of Bidder
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Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

THIS Consortium Agreement (“Agreement”) executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____

(hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS (RfS No. _____ dated _____) issued by Indian Renewable Energy Development Agency Limited (IREDA) a Company incorporated under the Companies Act, 2013, and having its Registered Office at India Habitat Centre, East Court, Core-4A, 1st Floor, Lodhi Road, New Delhi - 11 00 03

WHEREAS, each Member individually shall be referred to as the “Member” and all of the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS, IREDA had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by IREDA wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of 01 (One) Year after commencement of supply of power.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of IREDA in terms of the RfS.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this RfS except with prior written consent of IREDA.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of IREDA.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

 (Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature-----
 Name:
 Address:

2) Signature -----
 Name:
 Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated _____)

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

Note: - Technology Partner in a Consortium shall be a Company with equity participation less than 10%.

Format 7.6

**UNDERTAKING FROM GOVERNMENT PRODUCERS UNDER CPSU
SCHEME PHASE II (GOVERNMENT PRODUCERS SCHEME)**

(to be submitted by the SPD on its letter head)

We hereby undertake:

1. That, we are a Government Entity, as defined in the 12000 MW CPSU Scheme Phase-II (Government Producer Scheme).
2. That the Solar Power Project, of capacity _____MW, at _____, under RfS No. _____ dated _____ is being setup/has been set-up, as per the provisions of the Scheme Guidelines, and explanatory notes, if any, as published by MNRE from time to time.

(Name and Signature of the Authorized Signatory)

Date:

Format 7.8

FORMAT FOR SUBMISSION OF FINANCIAL BID

**(The Covering Letter should be submitted on the Letter Head of the Bidding Company/
Lead Member of Consortium)**

Ref. No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Indian Renewable Energy Development Agency Limited
3rd Floor, August Kranti Bhawan,
Bhikaji Cama Place, New Delhi -110066,

Sub: Response to RfS No. 23016/1/2020-IREDA/RfS/ 5,000 MW/ 012021 for Setting up of 5,000 MW Grid Connected Solar Power Projects in India by Government under CPSU Scheme Phase-II (Tranche-III)

Dear Sir/ Madam,

I/ We, _____ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for _____ number of Project(s) for a cumulative capacity of _____ MW in India as Bidder for the above.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20....

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Notes:

1. There can be only one First Round VGF for all the projects applied for. If the bidder quotes two VGF, then the bid shall be considered as non-responsive.

2. *If the bidder submits the financial bid in the Electronic Form at ISN-ETS Portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *VGF shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

Format 7.9

PRELIMINARY ESTIMATE OF COST OF SOLAR PV PROJECT

(To be submitted collectively for entire bid capacity)

Project Capacity : _____ MW
Location : _____

Sr. No.	Particulars	Estimated Cost/MW (in Lakh INR) (in figures)	Total Estimated Cost (in Lakh INR) (in figures)
1.	PV Modules		
2.	Land Cost		
3.	Civil and General Works		
4.	Mounting Structures		
5.	Power Conditioning Unit		
6.	Evacuation Cost up to Inter-connecting point (Cables and Transformers)		
7.	Preliminary and Pre-Operative Expenses including IDC and Contingency		
8.	Others (Please specify)		
9.	VGF quoted/MW		
Total Project Cost			

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.10

(To be submitted by the SPD on its letterhead)

Power flow mapping for the Projects being set up under the RfS, comprising the cumulative Project capacity quoted by the bidder/allocated to the SPD under the RfS No _____ dated _____

Note:

1. The power flow mapping shall be submitted as a schematic diagram, specifying each intermediary and the Procurer/End Consumer clearly.
2. The above diagram shall be submitted for each individual Project, as per the break-down of the total cumulative quoted/allocated capacity under the RfS.
3. The power flow diagram(s) shall be finalized prior to disbursement of 2nd tranche of VGF by IREDA, and shall remain unchanged thereafter.
4. Each power flow diagram shall be duly signed by the Authorized signatory of the SPD.

Annexure - A

TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/ IEC Standards. The design and commissioning also shall be as per latest IS/ IEC standards. The following are some of the technical measures required to ensure quality of the major components used in Grid Connected solar power Projects.

Under this RfS, use of both Solar Photo voltaic (SPV) cells and Modules manufactured domestically as per specifications and testing requirement fixed by MNRE are mandatory for installation of awarded Solar PV power Plant.

1. PV MODULE QUALIFICATION

The PV modules used in the Grid Connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent Indian standards.

Standard	Description
IEC 61215-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-2: Special requirements for testing of thin-film Cadmium Telluride (CdTe) based photovoltaic (PV) modules
IEC 61215-1-3 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-3: Special requirements for testing of thin-film amorphous silicon based photovoltaic (PV) modules
IEC 61215-1-4 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-4: Special requirements for testing of thin-film Cu(In,Ga) (S,Se) based photovoltaic (PV) modules
IEC 62108 Ed. 2.0	Concentrator photovoltaic (CPV) modules and assemblies - Design qualification and type approval
IEC 61730-1 Ed. 2.0	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
IEC 61730-2 Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC 61701 Ed.2	Salt mist corrosion testing of photovoltaic (PV) modules

	(Applicable for coastal and marine environment)
IEC 62716 Ed.1	Photovoltaic (PV) modules - Ammonia corrosion testing (Applicable for wet atmospheres having high concentration of dissolved ammonia)
IEC TS 62804-1 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon

2. POWER CONDITIONERS/ INVERTERS

The Power Conditioners/Inverters of the SPV power plants must conform to the latest edition of IEC/ equivalent Indian Standards as specified below:

Standard	Description
IEC 61683 Ed. 1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2/ IEEE 1547:2003 with 2014 Amendment 1/UL 1741	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures/ IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems / Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)
LVRT Compliance	As per the latest CERC Guidelines / Order/ Regulations

Grid Connectivity	Relevant CERC Regulations (including LVRT Compliance) and Grid Code as amended and revised from time to time.
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As per the Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017, PV Modules and Inverters used in the Grid Connected solar power Projects shall conform to the Standards Specified as per below and bear the Standard Mark as notified by the Bureau of Indian Standards:

Sl. No. (1)	Product (2)	Indian Standard Number (3)	Title of Indian Standard (4)
1.	Crystalline Silicon Terrestrial Photovoltaic (PV) Modules (Si wafer based)	IS 14286	Crystalline Silicon Terrestrial Photovoltaic (PV) modules - Design Qualification And Type Approval
2.	Thin-Film Terrestrial Photovoltaic (PV) Modules (a-Si, CIGS and CdTe)	IS 16077	Thin-Film Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval
3.	PV Module (Si wafer and Thin film)	IS/IEC 61730 (Part 1) IS/IEC 61730 (Part 2)	Photovoltaic (PV) Module Safety Qualification Part 1 Requirements for Construction Photovoltaic (PV) Module Safety Qualification Part 2 Requirements for Testing
4.	Power converters for use in photovoltaic power system	IS 16221 (Part 1) IS 16221 (Part 2)	Safety of Power Converters for use in Photovoltaic Power Systems Part 1- General Requirements Safety of Power Converters for Use in Photovoltaic Power Systems Part 2- Particular Requirements for Inverters
5.	Utility – Interconnected Photovoltaic inverters	IS 16169	Test Procedure of Islanding Prevention Measures for Utility-Interconnected Photovoltaic Inverters

6.	Storage battery	IS 16270	Secondary Cells and Batteries for Solar Photovoltaic Application General Requirements and Methods of Test
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3. CABLES AND CONNECTORS

All cables and connectors to be used for installation of solar field must be of solar grade which can withstand harsh environment conditions for 25 years and voltages as per latest IEC standards. It is recommended that the Cables of 600-1800 Volts DC for outdoor installations should comply with the BS/ EN EN50618/ TUV 2pfg 1169/08/07 for service life expectancy of 25 years.

4. OTHER SUB-SYSTEMS/ COMPONENTS

Other subsystems/ components used in the SPV Power Plants (Cables, Connectors, Junction Boxes, Surge Protection Devices etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

5. AUTHORIZED TEST CENTRES

The PV modules/ Power Conditioners deployed in the Power Plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

6. WARRANTY

- PV modules used in Grid Connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid solar power plants must be warranted for a minimum of 5 years.
- The Inverters/ PCUs installed in the solar power plant must have a warranty for 5 years.

7. IDENTIFICATION AND TRACEABILITY

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions):

- Name of the manufacturer of PV Module

- ii. Name of the Manufacturer of Solar cells
- iii. Month and year of the manufacture (separately for solar cells and module)
- iv. Country of origin (separately for solar cells and module)
- v. I-V curve for the module at Standard Test Condition (1000 W/m², AM 1.5, 25°C)
- vi. Wattage, I_m, V_m and FF for the module
- vii. Unique Serial No. and Model No. of the module
- viii. Date and year of obtaining IEC PV module qualification certificate
- ix. Name of the test lab issuing IEC certificate
- x. Other relevant information on traceability of solar cells and module as per ISO 9000

Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

8. PERFORMANCE MONITORING

As part of the performance monitoring, the following shall be carried out:

- a. The SPD shall maintain the list of Module IDs along with performance characteristic data for each module. This data shall be submitted to IREDA/ MNRE.
- b. The SPDs must install necessary equipment to continuously measure solar radiation on module plane, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to IREDA and MNRE on line and/ or through a report on regular basis every month for the entire lifetime of the Project.
- c. The SPDs shall provide access to IREDA/ MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- d. All data shall be made available as mentioned above for the entire lifespan of the project.
- e. The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to IREDA/ MNRE.
- f. Fibre Optic Ethernet Ring network (Managed type Ethernet switches in each Control Room) should be provided between MCR & Inverter Control Rooms.
- g. Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format

9. SAFE DISPOSAL OF SOLAR PV MODULES

The SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

10. CAPACITY OF SOLAR PV PROJECTS

- i) The rated capacity to be installed shall be considered as minimum DC Arrays Capacity and maximum AC Capacity at the delivery point as described below:

Sr. No.	Solar PV Project Capacity Bid	Minimum DC Arrays Capacity to be installed	Minimum Rated Inverter Capacity	Maximum AC Capacity Limit at Delivery point
1	1 MW	1 MW	1 MW	1 MW

- ii) Higher DC capacity arrays so as to achieve AC capacity limit is allowed.
- iii) For commissioning of the Project, capacity of DC arrays installed shall be considered in multiple of 1 MW per unit. For example, In case of part commissioning of 10 MW Project, each unit shall be required to have minimum 1 MW DC Arrays Capacity be installed.

Appendix - A1

Certificate from the Solar Power Developer to IREDA regarding meeting of DCR norms under CPSU Scheme-Phase-II

(On the letter-head of the SPD)

To,
(Name and Address of IREDA)

Sub: Certificate for meeting Domestic Content Requirements for our project(s) selected under RfS No. _____

Ref: LoA/Lol issued by IREDA vide LoA/Lol No.(insert LoA/Lol no.) for the project allotted under Project ID.... (insert project ID)

Sir,

We, M/s _____ (name of the Solar Power Developer) hereby certify and declare the following:

- As per the Letter of Award/Intent (LOA/LOI) issued by Indian Renewable Energy Development Agency Limited (IREDA) vide LOA/LOI no. _____ for our project(s) selected under the RfS No. _____ dated _____, the cells and modules used in the following projects being executed by us, have been manufactured domestically and comply with the Domestic Content Requirements as laid down by Ministry of New and Renewable Energy and incorporated in the Guidelines and the tender documents under the CPSU Scheme Phase-II, being implemented by IREDA:

Sr. No.	Capacity of the Project (MW)	Project Location (Village, Tehsil, District, State)	No. of cells/modules utilized	Cells procured from the manufacturer through Invoice No.	Modules procured from the manufacturer through Invoice No.

- The certificate from the manufacturers of the above mentioned items for complying with the Domestic Content Requirements is enclosed herewith.
- The above information is complete and accurate in all material respects, and there is no material information omitted from this Certificate that makes the information contained herein misleading or inaccurate.
- We shall maintain, and present upon request, to the Inspection committee of MNRE/IREDA, further documentation necessary to support this certificate. Further, we shall not bar the inspection committee of MNRE/IREDA from visiting our factories/installations in relation to the agreement between our Company and IREDA / MNRE or their representative.
- In case of any discrepancies found upon the inspection conducted by the committee, it may be dealt as per the decisions of MNRE/IREDA.

Signed this _____ day of _____

For _____ (Name of the SPD)

Signature & name of the authorized representative of the SPD

Appendix – A2

Certificate from the Module Manufacturer to the SPD regarding meeting of DCR norms under CPSU Scheme-Phase-II
(On the letter-head of the SPD)

To,
(Name and Address of SPD)

Sub: Certificate for our modules meeting Domestic Content Requirements under RfS No. _____

Sir,

We, M/s _____ (name of the manufacturer), having registered address at _____, hereby certify and declare the following:

1. Under the contract/purchase agreement executed between M/s _____ (Name of the SPD) and M/s _____ (Name of the Manufacturer) vide Contract No./ID: _____, the modules supplied to your Company under the Shipment ID(s) _____, bearing serial nos. of all the modules supplied along with respective invoices and receipt certificates enclosed herewith (insert shipment IDs of the batches despatched for modules to the SPD and enclose the list containing serial nos. and invoices/receipt certificates of the respective modules) have been manufactured indigenously, in our factories registered in India, and cells manufactured by M/S ----- of Regd address _____ in India have been used in our modules. Our modules comply with the Domestic Content Requirements as laid down by Ministry of New and Renewable Energy as incorporated in the Guidelines for the CPSU Scheme Phase-II, being implemented by Indian Renewable Energy Development Agency Limited.
2. The manufacturing process has been carried out in India from the stage of finished cells till modules at our facility and neither we nor our cell supplier have used semi-finished/blue cells in this process.
3. The above information is complete and accurate in all material respects, and there is no material information omitted from this Certificate that makes the information contained herein misleading or inaccurate.
4. We shall maintain, and present upon request, to the Inspection committee of MNRE/IREDA, further documentation necessary to support this certificate. Further, we shall not bar the inspection committee of MNRE/IREDA from visiting our factories/installations in relation to the agreement between our Company and IREDA / MNRE or their representative.

Signed this _____ day of _____

For _____ (Name of the module manufacturer)
Signature & name of the authorized representative of the module manufacturer

Attestation by the SPD

(Note: in case the same manufacturer has supplied both cells and modules to the SPD, the details of both cells and modules will be enclosed herewith, with suitable changes in the format)

Appendix – A3

**Certificate from the Cell Manufacturer to the Module manufacturer
regarding meeting of DCR norms under CPSU Scheme-Phase-II
(On the letter-head of the SPD)**

To,
(Name and Address of module manufacturer)

**Sub: Certificate for our cells meeting Domestic Content Requirements under RfS
No. _____**

Sir,

We, M/s _____ (name of the manufacturer), having registered address at _____, hereby certify and declare the following:

1. Under the contract/purchase agreement executed between M/s _____ (Name of the module manufacturer) and M/s _____ (Name of the cell manufacturer) vide Contract No./ID: _____, the cells supplied to your Company under the Shipment ID(s) _____ bearing serial nos. of all the cells supplied along with respective invoices and receipt certificates enclosed herewith (insert shipment IDs of the batches despatched for cells to the module manufacturer and enclose the list containing serial nos. and invoices/receipt certificates of the respective cells) have been manufactured indigenously, in our factories registered in India. Our cells comply with the Domestic Content Requirements as laid down by Ministry of New and Renewable Energy as incorporated in the Guidelines for the CPSU Scheme Phase-II, being implemented by Indian Renewable Energy Development Agency Limited.
2. The manufacturing process has been carried out in India and we have not used semi-finished/blue cells in this process.
3. The above information is complete and accurate in all material respects, and there is no material information omitted from this Certificate that makes the information contained herein misleading or inaccurate.
4. We shall maintain, and present upon request, to the Inspection committee of MNRE/IREDA, further documentation necessary to support this certificate. Further, we shall not bar the inspection committee of MNRE/IREDA from visiting our factories/installations in relation to the agreement between our Company and IREDA / MNRE or their representative.

Signed this _____ day of _____
For _____ (Name of the module manufacturer)
Signature & name of the authorized representative of the module manufacturer

Attestation by the SPD

Annexure - B

CHECK LIST FOR BANK GUARANTEES

Sl. No.	Details of Checks	Yes/ No
1.	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp Paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued.	
3.	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by the Indian branch of the same bank or SBI, India?	
4.	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./ Signing Power no. on the BG?	
5.	Is each page of BG duly signed/ initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
6.	Do the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7.	Are the factual details such as Bid Document No./ Specification No./ LoA No. (if applicable)/ Amount of BG and Validity of BG correctly mentioned in the BG	
8.	Whether overwriting/ cutting, if any, on the BG have been properly authenticated under signature & seal of executant?	
9.	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure - C

LIST OF BANKS

SCHEDULED COMMERCIAL BANKS	
SBI AND ASSOCIATES	
1.	State Bank of India
NATIONALISED BANKS	
1.	Bank of India
2.	Bank of Maharashtra
3.	Canara Bank
4.	Central Bank of India
5.	Indian Bank
6.	Indian Overseas Bank
7.	Punjab National Bank
8.	Punjab & Sind Bank
9.	Union Bank of India
10.	UCO Bank
11.	Bank of Baroda
OTHER PUBLIC SECTOR BANKS	
1.	IDBI Bank Ltd.
SCHEDULED PRIVATE BANKS	
1.	Federal Bank Ltd
2.	ING Vysya Bank Ltd
3.	Axis Bank Ltd
4.	ICICI Bank Ltd
5.	HDFC Bank Ltd.
6.	Yes Bank Ltd
7.	Kotak Mahindra Bank
8.	IndusInd Bank Ltd.
9.	Karur Vysya Bank
10.	Catholic Syrian Bank
11.	City Union Bank
12.	Dhanlaxmi Bank. Ltd
13.	Jammu & Kashmir Bank Ltd
14.	Karnataka Bank Ltd
15.	Laxmi Vilas Bank Ltd
16.	Nainital Bank Ltd
17.	Ratnakar Bank Ltd
18.	South Indian bank Ltd
19.	Tamilnadu Mercantile Bank Ltd
20.	DCB Bank Ltd
21.	IDFC Bank

Annexure - D

**SPECIAL INSTRUCTIONS TO BIDDERS FOR
e-TENDERING AND REVERSE AUCTION**

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these Rfs Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Indian Renewable Energy Development Agency Limited (IREDA)* has decided to use the portal <https://www.bharat-electronictender.com>. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-ReverseAuction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class III.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ISN-ETS
4. View Notice Inviting Tender (NIT) on ISN-ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ISN-ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ISN-ETS
 - a) Query to IREDA (Optional)

- b) View response to queries posted by IREDA
8. Bid-Submission on ISN-ETS
 9. Respond to IREDA Post-TOE queries
 10. Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ISN-ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be 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 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ISN-ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the ISN-ETS portal <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from ISN-ETS portal within the specified period of downloading of RFS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ISN-ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ISN-ETS Home Page, including instructions for timely registration on ISN-ETS. The instructions relating to 'Essential Computer Security Settings for Use of ISN-ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS Helpdesk	
Telephone/ Mobile	<p>M/s Electronic Tender.com (India) Pvt. Ltd. 1001, DLF City Court, Mehrauli-Gurgaon Rd, Sector 24, Gurugram, Haryana 122002 Contact Person : ISN-ETS Support Team Customer Support:+91-124-4229071,4229072</p> <p>(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Hoildays) Email: support@isn-ets.com</p>
Email-ID	<p>support@isn-ets.com [Please mark CC: support@electrontender.com]</p>

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ISN-ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - (I) Envelope I (Technical-Bid)
 - (II) Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause No. 24.a, Section-II, ITB of RfS Documents, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ISN-ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

part of the ElectronicEncrypted™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ISN-ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ ® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms®™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms® only is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, ®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms®™ and the 'Main-Bid', the contents of the Electronic Forms®™ shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the IREDA.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to IREDA in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

RfS for 5,000 MW Grid Connected Solar Power Projects (Tranche-III) in India under CPSU Scheme Phase-II	RfS No. 23016/1/2020-IREDA/RfS/5,000 MW/012021	Page 89 of 94	Signature of Bidder
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1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ISN-ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ISN-ETS well in advance of your first tender submission deadline on ISN-ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ISN-ETS (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. ISN-ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ISN-ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

ADDITIONAL DO'S AND DON'TS FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ISN-ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

Annexure - E

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the First Round VGF and total capacity of project of qualified Project(s), IREDA shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-V and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further, these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant IREDA guidelines, shall be initiated by IREDA
7. The Bidder shall not divulge either his Bids or any other exclusive details of IREDA to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of IREDA, bid process, bid technology, bid documentation and bid details.

- c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d) Technical and other non-commercial queries (not impacting price) can only be routed to the IREDA contact personnel indicated in the RfS document.
- e) Order finalization and post order activities such issue of LoA/Lol would be transacted directly between successful bidder(s) and IREDA.
- f) LoA/Lol shall be placed outside the ETS e-portal & further processing of the LoA/Lol shall also be outside the system.
- g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - D of the RfS document.
- h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i) IREDA will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
- j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.bharat-electronictender.com>

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - V and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	60 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
5.	Entity-Start-Price	First Round VGF quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by IREDA on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by IREDA. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. IREDA shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

IREDA reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

IREDA shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of IREDA shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.