



**UTTAR PRADESH METRO RAIL CORPORATION LIMITED**  
(Formerly Known as Lucknow Metro Rail Corporation Ltd.)

**INVITES REQUEST FOR SELECTION (RFS) OF BIDDERS**

**FOR**

**DESIGN, ENGINEERING, SUPPLY, STORAGE, CIVIL WORK, ERECTION OF  
SUITABLE STRUCTURE, INSTALLATION, TESTING AND COMMISSIONING OF  
THE 5 MWP ROOFTOP SOLAR PV PROJECT INCLUDING OPERATION AND  
COMPREHENSIVE MAINTENANCE (O&M) OF THE PROJECT IN RESCO MODEL  
FOR A PERIOD OF 25 YEARS ON STATIONS & DEPOT & OTHER SITES OF  
METRO PROJECT OF UPMRCL.**

**Contract: UPMRCSOLAR-01**

**Tender Document**

**Uttar Pradesh Metro Rail Corporation Ltd.**  
Administrative Building  
Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal  
Vipin Khand, Gomti Nagar, Lucknow-226010,  
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**UPMRC LIMITED**

**Contract: UPMRCSOLAR-01**

Uttar Pradesh Metro Rail Corporation Ltd. (Formerly Known as Lucknow Metro Rail Corporation Ltd.) invites open e-tenders from eligible applicants, who fulfill qualification criteria, for the work “Contract UPMRCSOLAR-01: Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Testing & Commissioning of the 5 MWp Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years on Stations & Depot & Other Sites of Metro Project of UPMRCL.”

For the implementation of above mentioned work, Bidders should submit/upload their bid proposal along with all supporting documents complete in all respect on or before the date and time given in the Notice of Invitation to Tender, online on e-tendering website <https://etenders.gov.in>

Bidder shall submit bid proposal along with non-refundable processing fee, complete in all respect as per the Bid Information sheet. Techno-Commercial bids will be opened in presence of authorized representatives of bidders who wish to be present. Bid proposals received without the prescribed processing fee and Form of Bank Guarantee for Tender Security (Format-3) will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, Technical Specifications, various conditions of contract, formats, etc. can be downloaded online on e-tendering website <https://etenders.gov.in>

The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.

**DISCLAMIER:**

1. Though adequate care has been taken while preparing the RFS document. The Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of RFS/Issue of the RFS documents, it shall be considered that the RFS document is complete in all respects and has been received by the Bidder.
2. UPMRC Limited reserves the right to modify, amend or supplement this RFS document including all formats and Annexures.
3. While this RFS has been prepared in good faith, neither UPMRC 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 RFS, even if any loss or damage is caused by any act or omission on their part.

**Name of Work:**

Uttar Pradesh Metro Rail Corporation Ltd. (UPMRCL) invites open e-tenders from eligible applicants, who fulfill qualification criteria, for the work “**Contract UPMRCSOLAR-01: Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Installation, Testing and Commissioning of the 5 MWp Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years on Stations & Depot & Other Sites of Metro Project of UPMRCL.**”

**Key details:**

Approximate cost of work	<b>Rs. 20.42 Crore</b> (Project Capacity ~ 5 MWp)
Tender Security	<p><b>Amount of Tender Security: Rs. 40.84 lakh/-</b>  The instrument type for payment of tender security/ EMD shall be Demand Draft, FDR, Bank Guarantee, RTGS, NEFT &amp; IMPS. No other mode of payment will be accepted.  (i) Payment of tender Security as per clause 3.15 of RFS is to be made by RTGS, NEFT &amp; IMPS. The details of bank account of UPMRC are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating UTR No. &amp; tender reference i.e UPMRCSOLAR-01 must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. Copy of GST registration no. to be provided along with Tender security.  <b>Name of the Bank - HDFC Bank</b>  <b>Banks Address -</b> HDFC Bank Ltd, 6, Sapru Marg, Hazratgunj, Lucknow.  <b>Account Name -</b> UPMRCL  <b>Account No. –</b> 50100301966491  <b>IFSC code -</b> HDFC0001267  (ii) Payment of tender security as per clause 3.15 of RFS is to be made by Demand Draft /FDR/BG. Demand Draft /FDR/BG/ shall be submitted in original in the office of CEE/Project-III within due date and time of submission end date of tender. Validity of Tender Security in case of BG shall remain valid for a period of 45 days beyond the final bid validity period.</p>
Completion period of the Work	<b>24 months</b> from the date of issue of <b>LOA</b>
Tender documents on sale	<p>From <b>01.05.2025 to 30.05.2025</b> (upto 15:00 hrs) on e-tendering website <a href="https://etenders.gov.in">https://etenders.gov.in</a>  Tender document can only be obtained online after</p>

	registration of bidder on the website <a href="https://etenders.gov.in">https://etenders.gov.in</a>
Cost of Tender documents	<p><b>Rs. 23,600/-</b> (including of 18% GST) (Non- Refundable)</p> <p>(Payment of tender document cost / tender fee is to be made only by RTGS, NEFT &amp; IMPS. No other mode of payment will be accepted. The details of bank account of UPMRCL are mentioned below. The bidders are required to upload scanned copies of transaction of payment of tender document cost / tender fee including e-receipt (clearly indicating UTR No. and tender reference i.e. UPMRCSOLAR-01 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected)</p> <p>(Copy of GST registration no. to be provided along with Tender document cost / tender fee)</p>
Last date of Seeking Clarification	<p>13.05.2025</p> <p>Bidders to note that seeking clarification on the tender shall be done by sending it either on registered official email id of UPMRCL i.e. <a href="mailto:systems.tender.upmrc@gmail.com">systems.tender.upmrc@gmail.com</a> or on e-tendering portal only. Seeking clarification by fax or post will not be considered. Queries/clarifications from Bidders after due date and time shall not be acknowledged.</p>

Pre-bid Meeting	<p>13.05.2025@ 15:00 Hrs</p> <p>The Pre-bid meeting shall be conducted through video conferencing by software apps such as Google Meet, Microsoft Team etc. All prospective bidders who have made online payment towards the cost of tender document shall have to provide the details of the person(s) (maximum up to two) who will be participating in such virtual meeting at least one day before the meeting (latest by 11:00 hrs. on 12.05.2025) to the registered official email of UPMRCL i.e. <a href="mailto:systems.tender.upmrc@gmail.com">systems.tender.upmrc@gmail.com</a> along with scanned copy of transaction of payment of tender cost / tender fee, including e-receipt (clearly indicating UTR No. and tender reference i.e. UPMRCSOLAR-01), so that links having details such as software, meeting ID, password etc. can be mailed to these persons at least 12 hours before the scheduled virtual pre- bid meeting.</p>
Last date of issuing Addendum	18.05.2025
Tender submission Start Date and Time	23.05.2025 from 10:00 hrs.
Tender submission End Date & Time	30.05.2025 up to 15:00 Hrs.
Date & time of opening of Tender	31.05.2025 at 15:00 Hrs.
Authority and place for submission of Tender Document cost, Pre-bid Meeting and seeking clarifications	<p><b>CEE/ Project-III,</b></p> <p><b>Uttar Pradesh Metro Rail Corporation Ltd.</b></p> <p>Administrative Building</p> <p>Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal</p> <p>Vipin Khand, Gomti Nagar, Lucknow-226010,</p> <p>Uttar Pradesh, India</p> <p>Email ID: <a href="mailto:systems.tender.upmrc@gmail.com">systems.tender.upmrc@gmail.com</a></p>

**Important Note:** - All correspondence of UPMRCL pertaining to this tender till the award of the work with bidder shall be done by **CEE/Project-III, UPMRCL**. The bidders are advised to regularly check their email ID registered with their user account at e-tendering portal <https://etenders.gov.in> for any update / addendum / corrigendum / pre-bid and post-bid queries / any other correspondence by the Employer.

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

<b>Name of Bank</b>	<b>Bank's Address</b>	<b>Account Name &amp; No.</b>	<b>Account Type</b>	<b>IFSC code</b>
<b>HDFC Bank</b>	<b>6, Sapru Marg, Hazratgunj Lucknow (UP) - 226001</b>	<b>Uttar Pradesh Metro Rail Corporation Ltd.  50100301966491</b>	<b>Saving</b>	<b>HDFC0001267</b>



**1.0. DEFINITIONS & ABBREVIATIONS**

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

- 1.1. “Affiliate”** shall mean a company that either directly or indirectly
- a. controls or
  - b. is controlled by or
  - c. is under common control with
- a) Bidding Company and “control”** means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 1.2. NOT USED**
- 1.3. “B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS).
- 1.4. “Bid”** shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents / credentials / attachments / annexure etc., in response to this RFS, in accordance with the terms and conditions hereof.
- 1.5. “Bidder / Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require”.
- 1.6. “Bid Bond”** shall mean the Tender Security to be submitted along with the Bid by the Bidder under Clause 3.15 of this RFS, in the prescribed Format- 3.
- 1.7. “Bid Deadline”** shall mean the last date and time for submission of Biding response to this RFS as specified in Bid information Sheet.
- 1.8. “Bid Capacity”** shall means capacity offered by the bidder in his Bid under invitation.
- 1.9. “CEA”** shall mean Central Electricity Authority.
- 1.10. “Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.11. “Competent Authority”** shall mean Managing Director (MD) of UPMRC Limited, himself and/or a person or group of persons nominated by MD for the mentioned purpose herein.
- 1.12. “Commissioning”** means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RFS.
- 1.13. “Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

- 1.14. **“Capacity Utilization Factor” (CUF)** means the ratio of the annual output of the plant in kWh versus installed plant capacity for number of days.  $CUF = \text{plant output in kWh} / (\text{installed plant capacity in kWp (DC side)} * 365 \times 24)$ .
- 1.15. **“City Limits”** means Municipal Corporation limits/Master Plan/Industrial area includes SEZ and IT park etc.
- 1.16. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in Clause 3.4 of this RFS.
- 1.17. **“Financially Evaluated Entity”** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 3.4.3 hereof.
- 1.18. **“IEC”** shall mean specifications of International Electro-technical Commission.
- 1.19. **“kWp”** shall mean Kilo-Watt Peak.
- 1.20. **“kWh”** shall mean Kilo-Watt-hour.
- 1.21. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India.
- 1.22. **“Maximum Bid Capacity”** shall mean the maximum capacity for which the Bidder can submit its Bid.
- 1.23. **“Model(s)”** shall mean RESCO.
- 1.24. **“O&M”** shall mean Operation & Comprehensive Maintenance of Rooftop Solar PV system.
- 1.25. **“Owner of the project”** shall mean anyone who has invested 100% of project cost in the rooftop Project or the Project Developer who has taken the roof on mutually agreed terms and conditions from the roof top owner(s) and enters into a PPA for supply of Rooftop Solar Power for at least 25 years from the date of Commissioning of project.
- 1.26. **“Project”** shall constitute all the roof top Solar PV Plants to be installed by the developer for a specific period and at a fixed cost for UPMRCL
- 1.27. **“Project Cost / Project Price”** shall mean the price offered by the Bidder for the Scope of work as per RFS document.
- 1.28. **“Project capacity”** means Capacity in kWp specified by UPMRCL for each Depot / site consisting of single or multiple roof tops. The project capacity specified is on “DC” output Side only.
- 1.29. **“Performance Ratio” (PR) means**  
“Performance Ratio” (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured.  $PR = (\text{Measured output in kW} / \text{Installed Plant capacity in kW} * (1000 \text{ W/m}^2 / \text{Measured radiation}$

intensity in W/m<sup>2</sup>).

- 1.30. **“Parent Company”** shall mean a company that holds at least fifty one percent (51%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.31. **“Project Company”** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 3.5.
- 1.32. **“Project Sanction Documents”** shall mean the documents as specified in Annexure – A.
- 1.33. **“Price Bid”** shall mean Envelope III of the Bid, containing the Bidder’s quoted Price as per the Section-IV of this RFS.
- 1.34. **“Qualified Bidder”** shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per Clause 3.1 stand qualified for opening and evaluation of their Price Bid.
- 1.35. **“RFS”** shall mean Request for Selection (RFS) / Bid document / Tender document.
- 1.36. **“RESCO”** shall mean **Renewable Energy Service Companies**.
- 1.37. **“RESCO model”** shall mean where the bidders intend to install a rooftop/sites solar panel system at their own cost at the location owned by UPMRCL on mutually agreed terms and conditions from UPMRCL and enters into the PPA with UPMRCL for supply of Solar power for 25 years from the date of Commissioning of project.
- 1.38. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law.
- 1.39. **“Successful Bidder(s) / Contractor / Project Developers(s)”** shall mean the Bidder(s) selected by UPMRCL pursuant to this RFS, for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RFS Documents, and to whom an Acceptance Letter has been issued.
- 1.40. **“SECI”** shall mean Solar Energy Corporation of India, New Delhi (A Govt. of India Enterprise) under MNRE.
- 1.41. **“SNA”** shall mean State Nodal Agency.
- 1.42. **“Tendered Capacity”** shall mean the Total aggregate capacity in 5 MWp as indicated in table of Clause 2.2, proposed to be allocated by UPMRC to the Successful Bidder through this bidding process as per terms and conditions specified therein.
- 1.43. **“Ultimate Parent Company”** shall mean a company which directly or indirectly

owns at least fifty one percent (51%) paid up equity capital in the Bidding Company) and/or in the Financially Evaluated Entity and such Bidding Company and / or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company.

1.44. **“Wp”** shall mean Watt Peak.

1.45. **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.
6. Tentative cost of the project is based on MNRE benchmark cost i.e. Rs 35886 per kWp plus 13.8% GST applicable for solar works.

## **SECTION - I**

### **A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS**

#### **1.0. INTRODUCTION**

- 1.1 UPMRC invites eligible applicants to participate in the bidding process for **“Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Installation, Testing and Commissioning of the 5 MWp Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years on Stations & Depot & Other Sites of Metro Project of UPMRCL.”**The generated solar power will be fed to the grid, on net metering basis or applicable metering . The scheme aims to reduce the fossil fuel-based electricity load on main grid and make building self-sustainable from the point of electricity, to the extent possible.
- 1.2 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.
- 1.3 The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labor involved, wage structures and as to what all works, he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

#### **2.0 BID DETAILS**

- 2.1 The bidding process is for Solar PV system to be installed on rooftop of Depot and Stations & Other Sites of Metro Project of UPMRCL in RESCO model.
- 2.2 **RESCO Model:** - Bids are invited from the prospective bidders for the Tendered Capacity as indicated below against selected sites of Metro Project of UPMRCL. Successful bidder will be selected based on the lowest evaluated price subject to Clause **6.3** of RFS.

Agra Metro Project Site Details					
SN	Location	No of Elevated/UG stations	Approx. Capacity at each station (kWp)	Approx. total capacity (kWp)	Remarks
1	Taj East Gate to Fatehabad road, ISBT to Sikandara	6	100	600	
2	Taj Mahal to RBS College (UG stations of Agra Metro)	Dr. Ambedkar Chowk, Mankameswar, MDC, AGC, RKM, RBS		770	
3	PAC Depot (Agra)	IBL, SBL, Auto coach wash, RSS, Pump house		950	
4	Agra Metro Colony	Tower A,B &C		190	
Approx. Total Generation Capacity in kWp at Agra Metro Project				2510	

Kanpur Metro Project Site Details					
S.No.	Location	No of Elevated/UG stations	Approx. Capacity at each station (kWp)	Approx. total capacity (kWp)	Remarks
1	IIT Kanpur to LLR Metro station (Elevated stations of Priority section of Kanpur Metro)	8	100	800	
2	Motijheel station	1	200	200	
2	Baradevi to Naubasta (Elevated stations of Balance section Kanpur Metro)	5	100	500	
3	Depot-2	IBL, SBL, Auto coach wash, RSS, Pump house		540	
4	Polytechnic Depot	ASS Building (RCC)		60	
Approx. Total Generation Capacity in kWp at Kanpur Metro Project				2100	

Lucknow Metro Project Site Details					
S.No.	Location	No of Elevated/UG stations	Approx. Capacity at each station (kWp)	Approx. total capacity (kWp)	Remarks
4	Amausi to Munshipulia (Lucknow Metro)	Transport Nagar Depot, Munshipulia RSS and Metro Colony		400	
Approx. Total Generation Capacity in kWp				5010	
Approx. Total Generation Capacity in MWp				5	

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

- i) The bidding is in fixed tariff for 25 Years.

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

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

- 2.3 For each site, where the projects are required to be installed along with the respective capacities for each site is indicated in Section-VII. However, UPMRCL reserves the right to allow the installation of projects in any other site at its own discretion depending on the merit of the case, as per the provisions provided hereinafter.

- 2.3.1 The preliminary survey details are attached as Section-VII, however bidder shall ensure survey of the site for the installation of capacities before bid submission and UPMRCL holds no responsibilities for the correctness of the details provided in Section-VII.

- 2.3.2 After the 'Letter of Acceptance' the Bidder has to carry out the detailed survey of the sites and submit the calculation, and complete engineering document for the approval of UPMRCL.

## 2.4 **SIZE OF THE PROJECTS**

- 2.4.1 The size of each project may be in the range of **10 kWp to 400 kWp or more** on each roof top unit and they can separately connect with the grid and may have separate energy meters.
- 2.4.2 Further, Successful bidders to whom letter of Acceptance has been issued will be allowed to submit proposal for approval and issue of sanction letter by UPMRCL. Sanction letter will be issued for the total aggregate capacity

submitted by the bidder for approval as per above.

### **3.0 INSTRUCTIONS TO THE BIDDERS**

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

- i) The intending bidders must read the terms and conditions carefully and should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
  - ii) Information and instructions for bidders posted on website shall form part of tender documents.
  - iii) The complete Tender Document can only be obtained online after registration of bidder on the website <https://etenders.gov.in> and thereafter on providing details of RTGS / NEFT / IMPS towards cost of Bid Documents (as prescribed in NIT). For further information in this regard bidders are advised to contact on 011-49424307, 011-49424365 or 011-23417910.
  - iv) Tender can only be submitted after uploading the mandatory scanned copy of documents such as RTGS / NEFT / IMPS towards cost of Bid Documents (as prescribed in NIT) and scanned copy of payment for Tender Security towards Tender Security (as prescribed in Tender document).
  - v) Those bidders who are not registered on the website mentioned above shall be required to get registered beforehand. If needed, they can be imparted training on ‘Online Tendering Process’ as per details available on the website.
  - vi) The intending bidder must have valid **Class-III/II** digital signature to submit the tender.
  - vii) On opening date, the bidder can login and see the tender opening process. After opening of tenders, bidder will receive the competitor bid sheets.
  - viii) Bidder can upload documents in the form of **PDF** format.
  - ix) Bidder must ensure to quote rates only in excel sheet provided in bid document.
- 3.1. Bidder must meet the eligibility criteria independently as Bidding Company. Bidding consortium is allowed to participate in this bidding.

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

- 3.2. Bidder can however use the technical and financial strength of its Parent Company / Affiliate Company to fulfill the Technical and/or Financial Eligibility criteria mentioned below. In such case, Bidders shall submit an Undertaking



from the Parent Company / Affiliate Company as per Format-8 and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format-9, Company Secretary certificate towards shareholding pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company.

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

**3.4 ELIGIBILITY CRITERIA**

**3.4.1 GENERAL**

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

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

- i) A Bidder may be from any country, either a single entity or any combination of entities in the form of a joint venture or association (JVA) under an existing agreement. In the case of a JVA/Consortium: all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; and the JVA/Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA/Consortium during the tendering process and, in the event the JVA is awarded the Contract, during contract execution.
- ii) A Bidder and all partners constituting the Bidder, can be from any country and any areas.
- iii) A Bidder and all partners constituting the Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this tendering process, if:

- (a) Bidder and all partners constituting the Bidder has been engaged by the

employer to provide consulting services for the preparation related to procurement or for implementation of the project;

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

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

- vii) UPMRCL / Any Central / State government department or public sector undertaking / other government entity or local body must not have banned business with the Bidder (including individual members in case of Consortium) as on the date of Bid submission. Also, no work of the Bidder must have been rescinded / terminated by UPMRCL / any central or State Govt. Department/ Public Sector Undertaking/ Other Govt. entity or local body after award of contract during last 3 years (from the last day of the previous month of tender submission) due to non-performance of the Bidder or any of JVA/Consortium. The Bidder should submit undertaking to this effect in Format-15. Also, any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, has not been rescinded/terminated by UPMRC/Any Other

Metro Organization (100% owned by Govt.), after award of contract during last 3 years (from the last day of the previous month of tender submission) due to non-performance.

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

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

ix) **IN CASE OF JV / JVA / CONSORTIUM**

- a. Lead partner must have a minimum of 26% participation in the JV/Consortium.
- b. Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
- c. In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

x) **JV/Consortium: Consequences for deviation from JV/MOU**

The Bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV/MOU submitted vide foot note (d) of Format A, providing clearly that any abrogation / subsequent re-assignment of any responsibility by any substantive / non-substantive partner of JV/Consortium in favour of other JV/Consortium partner (without written approval of Employer) or any change in constitution of partners of JV/Consortium from the one given in JV/MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'misrepresentation of facts' (as the case may be).

The Employer in such cases, may in its sole discretion rescind the contract and/or take appropriate action against any member(s) for failure in tender obligation to declare a contractor ineligible for award of any tender in UPMRC

or take action to terminate the contract in part or whole as the situation may demand and recover the cost/damages as provided in contract besides forfeiting the performance and other guaranties.

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

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

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

The bidder should have valid GST / CST / State VAT / TIN registration certificate. Registration document(s) to be provided by the bidder where it is presently Operational / Company is registered. **(Copy to be furnished in support).**

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

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

extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

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

**Certificate of Compliance:** An undertaking shall be taken from bidders as per Format-23 of RFS Document, certifying that the bidders fulfil all the requirements contained in the aforesaid clause.

**Definitions:**

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

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

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

"Beneficial owner" will be as under:

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

**Explanation—**

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

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

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

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

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

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

- dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- iv. Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by DPIIT.
  - v. L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
  - vi. Margin of purchase preference' means the maximum extent to which the price quoted by a —Class-I local supplier may be above the L1 for the purpose.
- (ii) The Bidder shall meet the criteria of Class-I Local Supplier' i.e. a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

- Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- (iii) Bidder shall give the details of the local content in a format attached as Format-24 and Format-25 of RFS Document duly filled to be uploaded along with the technical bid. In case, bidder do not upload Format-24 and Format-25 of RFS Document duly filled along with their technical bid, supplier/bidder shall be considered as Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
  - (iv) A certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with Clause 9.b' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 04.06.2020 shall be submitted by the successful Bidder, after completion of works to UPMRC.

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

#### **3.4.2 TECHNICAL ELIGIBILITY CRITERIA**

The Bidder(s) will be qualified only if they have successfully commissioned Grid Connected Solar PV Plants during last 07 years ending last day of the month previous to the month of tender submission (For example, if the Tender Submission Date is 30.05.2025 then the 07 years period shall be calculated from 30.04.2025 i.e. 07 years period from 01.05.2018 to 30.04.2025) as given below: -

- a) At least one “Similar Work”, for a minimum of Total 4000 kWp Capacity of Grid connected Solar PV Plants

OR

- b) Two “Similar Works” each, for a minimum of Total 2500 kWp Capacity Grid connected Solar PV Plants

OR

- c) Three “Similar Works” each, for a minimum of Total 2000 kWp Capacity of Grid connected Solar PV Plants

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

If the tenderer is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of JV and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed Similar Works of total put together 2000 kWp Capacity of Grid Connected Solar PV Plants or more outside the country of the foreign partner.

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

- e) The Tenderer shall submit the details of Work(s) executed by them in the proforma prescribed in Format-10 and Format-10A for the Works to be considered for qualification of Technical Eligibility Criteria for Evaluation of the Technical Eligibility Criteria stipulated in Section-I Clause 3.4.2 which is required to be met by the JV / Consortium.**



- f) Lead Partner must be Substantial Partner in the JV / Consortium i.e it should have a minimum of 26% Participation in JV / consortium. Indian Contractor / Indian Subsidiary to be Lead Member of JV / Consortium.

In the Tender for this Work, for a Joint Venture/Consortium to qualify, each of its Substantial Partner must have experience of Successfully Commissioned at-least one "Similar Work" of Total 2000 kWp Capacity of Grid Connected Solar PV Plants in last 07 years ending last day of the month previous to the month of tender submission. The Works which shall be considered as Similar Works for assessment of above experience have been defined in Note below.

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

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

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

In the Tender for this Work, for a Joint Venture/Consortium to Qualify, each of its Non-Substantial Partner must have experience of successfully commissioned least one "Similar Work" of Total 1000 kWp Capacity of Grid Connected Solar PV Plants in last 07 years ending last day of the month previous to the month of tender submission. The works which shall be considered as Similar Works for assessment of above experience have been defined in Note below.

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

- h) **NOTE: -**

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

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

Only the Capacity Commissioned by the Tenderer / Member in his own Name should be indicated. Where the Capacity Commissioned is undertaken by a Group, only that portion of the Capacity Commissioned (i.e. the Capacity which have been successfully commissioned during last 07 years ending last day of the month previous to the month of tender submission and also meets the criteria of 'Similar Works') by the concerned Applicant / Member should be indicated as per % Participation of the JV / Consortium member in that Work and the remaining done by the other Members of the Group be excluded. This is to be substantiated with documentary evidence.

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

A copy of the requisite document specifying the Date of commissioning and Capacity of the Grid Connected Solar PV Plant which has been commissioned, from the Client shall be submitted for each of the Work

Experience. Further, a copy of the Letter of Acceptance / Allocation / Award / Work order / Contract Agreement etc. shall also be submitted in support of the details mentioned in Format-10 of RFS Document. If any of Work Experience work has been executed as a Member of a JV/Consortium, then a copy of MoU/Agreement clearly depicting the roles & responsibilities of each member including the participation percentage share shall be submitted.

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

**(h-4)** Only work experience certificate having stamp of Name and Designation of officer along with the Name of client shall be considered for evaluation.

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

**(h-6)** The Work Experience Credentials of L-1 bidder shall be sent for verification and certification to the concerned Client(s). In case of any concealment or misrepresentation of fact, appropriate action(s) in accordance with Tender Conditions and Suspension/Banning Policy, December 2024 of UPMRC shall be taken. The copy of Suspension/Banning Policy, December 2024 of UPMRC can be downloaded from Download section of UPMRC website i.e. [www.upmetrorail.com](http://www.upmetrorail.com)

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

**(h-8)** The Bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner particularly with reference to financial, technical and other obligations in the JV agreement/MOU submitted vide foot note (d) of Format A of RFS Document and acceptable to the Employer, providing clearly that any

abrogation/subsequent re assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement/MOU at tender stage, will be treated, as 'Breach of Contract Condition' and/or Concealment of Facts' (as the case may be) vide Clause 12.3.3 of RFS Document and acted accordingly.

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

In case, it comes to notice of UPMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement w.r.t. to the MOU submitted at tendering stage or entered a separate MOU/agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a 'Corrupt or Fraudulent Practice' / 'Concealment of facts' under Clause 12.3.2 and 12.3.3 of RFS Document for which every constituent of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law. The JV/Consortium members shall submit undertaking to this effect in Format-13(A) of RFS Document.

**(h-9)** The Employer in such cases, may in its sole discretion take action under Clause 12.3 of RFS Document against any member(s) for failure tenderers obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in UPMRC or take action to terminate the contract in part or whole as the situation may demand and recover the cost/ damages as provided in contract.

### **3.4.3 FINANCIAL ELIGIBILITY CRITERIA**

- a. The Bidder will be qualified only if they have minimum financial capabilities as below:
  - i. **Annual Turnover:** The average annual turnover of the last 5 financial years should be >Rs. **8.16 Crores.**

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

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

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

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

And

- ii. **Net Worth:** - Net Worth of tenderer during last audited financial year should be  $\geq$  2.042 Crores.

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

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

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

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

- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

- Financial data for latest last five audited financial years has to be submitted by the Bidder in Format-7 and Format-12 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certified by Chartered Accountant in Format-12A certifying that the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive. But in case the company is operative for less than 5 years, it still can be considered provided its financial standing meets the tender requirement based on available audited balance sheets.

### **3.5 INCORPORATION OF A PROJECT COMPANY**

**3.5.1** In case the Bidder wishes to incorporate a Project Company, in such a case Bidder if selected as a Successful Bidder shall incorporate a Project Company. Bidder shall be responsible to get all clearances required/obtained in the name of the Bidding Company transferred in the name of the Project Company.

**3.5.2** The aggregate equity share holding of the Successful Bidder (Individual or in case of JV/JVA) minimum in proportion to their percentage participation in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of Five (5) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer. The Successful Bidder may invest in the equity share capital of the Project Company through its Affiliate(s) or Parent Company or Ultimate Parent

Company. If the Successful Bidder so invests, the Successful Bidder shall be liable to ensure that minimum equity holding / Lock in limits specified above are still maintained.

- 3.5.3 In case of JV, JVA or Consortium being successful bidder, they must incorporate a project company, who will carry out the work and sign the PPA with UPMRCL.

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

### **3.6 BID SUBMISSION BY THE BIDDER**

- 3.6.1 The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-IV & Section-V of bid document.
- 3.6.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures / pamphlets. Non-adherence to formats and/or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- 3.6.3 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no. 3.4.1, 3.4.2 and 3.4.3 to the satisfaction of UPMRC.

### **3.7 BID SUBMITTED BY A BIDDING COMPANY**

- 3.7.1 The Bidder shall submit a duly notarized written Power of Attorney (POA) authorizing the signatory(ies) of the Tender to commit the Bidder of each member of the partnership, consortium or joint venture along with copy of Board Resolution/authorization in favor of signatory to POA. In case of Foreign Partners, Power of Attorney(s) and Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission or Member Countries of Hague convention may submit all these documents with "Apostille" stamp. Also, in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.
- 3.7.2 Each Bidder (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price

will not include any such amount. To fulfill this requirement, the Bidder (each member in case of JV/Consortium) has to sign the declaration given as Format-14 Section-V. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Bidder as non-compliant, and declare any Contract if already awarded to the Bidder to be null and void.

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

### **3.8 CLARIFICATIONS AND PRE-BID MEETING**

- 3.8.1 The Bidder shall check the pages of all documents against page numbers given in indexes and summaries and, in the event of discovery of any discrepancy the Bidder shall inform the UPMRCL forthwith.
- 3.8.2 The tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents, Technical Specifications and Tender Drawings, should seek clarification from CEE/Project-III by uploading the same on e-tendering portal, not later than the last date of seeking clarification given in the key details of Notice Inviting Tender. Any such clarification, together with all details on which clarification had been sought, will be copied to all Tenderer without disclosing the identity of the Tenderer seeking clarification.
- 3.8.3 Except for any such written clarification by CEE/Project-III, UPMRCL which is expressly stated to be by way of an addendum to the documents and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.
- 3.8.4 **Correspondence:** All correspondence from UPMRCL pertaining to this tender till the award of the work with Bidder shall be done by **CEE/Project-III, UPMRCL**. The bidders are advised to regularly check their email ID registered with their user account at e-tendering portal <https://etenders.gov.in> for any update / addendum / corrigendum / pre-bid and post-bid queries / any other correspondence by the Employer.
- 3.8.5 The Bidder(s) or their authorized representative(s) is/are invited to attend pre-bid meeting (s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by UPMRCL.
- 3.8.6 The purpose of the pre-bid meeting will be to clarify any issues regarding the



RFS including in particular, issues raised in writing and submitted by the Bidders.

- 3.8.7 UPMRCL is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.

### **3.9 AMENDMENTS TO RFS BY UPMRC**

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

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

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

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

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

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

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

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

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

### **3.10 BIDDING PROCESS**

#### **i. Uploading of Tender**

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

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

#### **(a) TENDER DOCUMENT COST / TENDER FEE**

Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS. No other mode of payment will be accepted. The details of bank account of UPMRC are mentioned along with the key details. The bidders are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. and tender reference i.e UPMRCSOLAR-01 must be entered in remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of online bid submission. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected)

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

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

#### **(b) TENDER SECURITY**

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

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

“TENDER SECURITY”, Tender Reference No. – Contract: -UPMRCSOLAR-01 and submit the same before date and time of submission of tender mentioned in Key Details at the address mentioned below. The Bidder shall also mention his Name and address on above envelope.

To,  
The CEE/Project-III  
Uttar Pradesh Metro Rail Corporation Ltd.  
Administrative Building  
Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal  
Vipin Khand, Gomti Nagar, Lucknow-226010,  
Uttar Pradesh, India

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

Bidder is required to submit request for refund of Tender Security in Format-22 if the same has been submitted in the form of Demand Draft/ Banker's Cheque or by RTGS/NEFT/IMPS. The bidders will be required to upload scanned copy of Tender Security as per Format-3 of RFS at the time of online bid submission and Tender Security in Original to be sent to the office of CEE/Project-III/UPMRC on or before the tender opening date and time.

### **3.10.1 BID FORMATS**

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

#### **(A) COVERING LETTER, BID PROCESSING FEE AND TENDER SECURITY FEE**

- i. Covering Letter as per prescribed Format-1.
- ii. Bid processing fee @ Rs. 23,600/- (Twenty Three Thousand Six Hundred Only) Non-Refundable.
- iii. Original Tender Security (If tender security is to be submitted in the Form of Bank guarantee /FDR/Demand Draft , as per the prescribed Format-3) shall be submitted for the specified capacity as per Clause 3.15.

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

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

**(B) TECHNICAL PACKAGE OF CONTRACT: UPMRCSOLAR-01**

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

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

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

- ii. General particulars of bidders as per Format-2.
- iii. Bidder's composition and ownership structure as per prescribed Format-A.
- iv. Following Documents in support of meeting general eligibility criteria as per clause 3.4.1:-

- a. A Copy of certificate of Incorporation, GST Registration No. and PAN Card

- b. Consortium Agreement (Format-13) and Memorandum of Understanding (MoU) in case of JV/Consortium bidder

Undertaking by JV/Consortim Members in Format-13A

- c. Undertaking in prescribed Format- 14, Format-15, Format-16, Format-16A, Format-17, Format-18, Format-22, Format-23 and Format-24.

- d. List of Goods, works and services tentatively proposed to be offered with local value addition in Format-25.

- iv. Document in support of meeting Eligibility Criteria as per Clause no. 3.4.1 & 3.4.2 in the format- 10 and Format-10A along with the requisite document specifying the date of commissioning and capacity and performance certificate from client for six months in operation after the completion of work.

Further, a copy of Letter of Acceptance/ Allocation /Award /Work Order/ Contract Agreement etc. shall also be submitted in support of the details mentioned in Format-10. If any of the Work experience work has been executed as a member of a JV/Consortium, then a copy of MoU/Agreement clearly

depicting the roles & responsibilities of each member including the participation share shall be submitted.

- v. Details for meeting Financial Eligibility Criteria as per Clause no. 3.4.3 in the prescribed Format-7, Format-12, Format-19, Format-20, Format-21 along with documentary evidence for the same. Bidder shall submit an affidavit in Format-12A, if balance sheet for last year has not been audited/ or under finalization.
- vi. Undertakings from the Financially Evaluated Entity or its Parent Company / Ultimate Parent Company as per Format-9. In this case, the bidder shall submit certificate of relationship of parent company or Affiliate with the bidding company in Format-8.
- vii. Board Resolution of the Parent Company / Ultimate Parent Company of the Bidding Company duly certified by the Company Secretary or Authorized signatory to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.
- viii. Signed and stamped Copy of RFS Documents including amendments & clarifications by Authorized signatory on each page.

**(C) PRICE BID(S) AS PER SECTION-IV, FORMAT-B AND FORMAT-C (FINANCIAL PACKAGE OF CONTRACT:UPMRCSOLAR-01)**

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

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

**3.11 TENDER DUE DATE**

The Bidder shall, on or before the date and time given in the Notice of Invitation to Tender submit his Tender online on e-tendering website <https://etenders.gov.in/eprocure/app>

**3.12 VALIDITY OF TENDER**

- 3.12.1 The Tender shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the latest Date of Submission of Tenders, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation, UPMRCL shall take action as per Clause 3.15 of ITT.
- 3.12.2 In exceptional circumstances when letter of Acceptance is not issued, the

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

### **3.13 INSTRUCTION REGARDING ONLINE BIDSUBMISSION**

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

Technical Package of "**Contract: UPMRCSOLAR-01**"

Financial Package of "**Contract: UPMRCSOLAR-01**"

3.13.2 Deleted

3.13.3 Deleted

3.13.4 Deleted

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

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

### **3.13.8 BIDDING METHODOLOGY**

Single-stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time).

**A. Broad outline of activities from Bidders perspective**

- i) Procure Digital Signature Certificates (DSC) for users of the organization (if not procured earlier)
- ii) Register your organization on e-Tendering Portal of UPMRC (<https://etenders.gov.in/eprocure/app>) if not already registered
- iii) Download Official Copy of Tender Documents and Addendum/Clarification etc. uploaded on e-Tendering Portal.
- iv) Online Bid-Submission on e-tendering Portal.
- v) Attend Online Public Tender Opening Event (TOE) for Techno-Commercial Bid.
- vi) Post-TOE Clarification on e-Tendering Portal (Optional)
- vii) Attend Public Online Tender Opening Event (TOE) for Financial Bid on e-Tendering Portal-Opening of Financial-Part (Only for Technically Responsive Bidders).

**vii) Deleted****B. Digital Certificates**

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

**C. Registration**

To use the e-Tendering Portal ([https:// etenders.gov.in/eprocure/app](https://etenders.gov.in/eprocure/app)) the Bidder need to register on the portal. Registration of bidder's organization is to be done by one of its authorised representative.

**D. Other Instructions**

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

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on e-Tendering Portal.
- ii) Register your organization on e-Tendering Portal well in advance of tender submission deadline on e-Tendering Portal.
- iii) Get your organization's concerned executives trained on e-Tendering Portal

well in advance of tender submission deadline on e-Tendering Portal.

- iv) Submit your bids well in advance of tender submission deadline on e-Tendering Portal (There could be last minute problems due to internet timeout, break down etc.) While the first three instructions mentioned above are especially relevant to first-time users of e-Tendering Portal, the fourth instruction is relevant at all times.

**E. Minimum Requirements at Bidders end**

- Computer System with good configuration (Min PIV, 1 GBRAM, Windows XP SP3)
- Broadband Internet Connectivity.
- Microsoft Internet Explorer 7.0/8.0/9.0 or Google Chrome.
- Class-III Digital Certificate(s)

**F. Submission of Tenders**

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

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

**G. Late or Delayed Tenders**

- i) Tenders have to be uploaded on e-tendering portal <https://etenders.gov.in/eprocure/app> before the due date and time of tender submission. It shall be responsibility of the bidder to ensure that the envelope containing 'Tender Security' is submitted to the designated officer before the deadline for submission.
- ii) 'Cost of Tender Security' and 'Cost of Tender Document' submitted after due date and time shall not be accepted and online tenders of such Bidders shall liable to be rejected summarily.
- iii) UPMRCL will not be responsible for delay, loss or non-receipt of any document sent by post / courier.
- iv) UPMRCL shall not be responsible for any document delivered to any other place / person in UPMRCL (like Reception/ DAK section etc.) other than the designated officer and does not reach the designated officer before the dead line for submission.
- v) The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of



the Employer and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

### 3.14 **COST OF BIDDING**

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

### 3.15 **TENDER SECURITY FOR BID BOND**

The Tenderer shall submit with his Tender a Tender Security for the sum mentioned in RFS in the form of:

(a) The instrument type for payment of tender security/ EMD shall be Demand Draft, FDR, Bank Guarantee, RTGS, NEFT & IMPS. No other mode of payment will be accepted.

(b) Tenderer shall upload scanned copy of valid Tender Security as per **Format-3/** transaction of payment of tender Security amount through NEFT, RTGS or IMPS including e-receipt (clearly indicating UTR no. & Tender reference i.e. UPMRCSOLAR-01 of RFS at the time of online bid submission. If valid Tender Security is not submitted or is not in prescribed format, then such bids shall be considered ineligible and summarily rejected. Original Tender Security should be posted/ couriered/ given in person to the office of CEE/Project-III latest by the last date of bid submission or as specified in tender documents.

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

<b>Name of Bank</b>	<b>Bank's Address</b>	<b>Account Name &amp; No.</b>	<b>Account Type</b>	<b>IFSC code</b>
HDFC Bank	HDFC Bank Ltd, 6,Sapru Marg, Hazratganj Lucknow.	UPMRCL A/c No. :50100301966491	Saving	HDFC0001267

If Tender Security is not submitted by a tenderer or is not in prescribed format as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be

opened and if opened then it will NOT be evaluated.

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

3.15.2 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and the receipt by the Employer of the Performance Security in accordance with the GCC.

3.15.3 The Tender Security of the unsuccessful Tenderers shall be released upon receipt of Unconditional Acceptance of "Letter of acceptance" by the successful Tenderer.

3.15.4 The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price,
- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time specified by the Employer.

### **3.16 PERFORMANCE SECURITY / PERFORMANCE BANK GUARANTEE (PBG)**

3.16.1 Within 30 days from the date of issue of Acceptance letter, Successful Bidder shall furnish the Performance Security calculated in the same manner as Bid specified hereunder.

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

Performance Security / Bank Guarantee Amount = **10% of Approximate Cost of the Work as mentioned in (Cr) = 2.04 Cr.**

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

- (a) Bank Draft in favour of "**Uttar Pradesh Metro Rail Corporation Ltd.**" payable at Lucknow, Uttar Pradesh from a Scheduled Commercial Bank based in India, or
- (b) Fixed Deposit Receipt of a Scheduled Commercial bank / Post offices based in India duly pledged in favour of **Uttar Pradesh Metro Rail Corporation Ltd.**, or
- (c) Irrevocable Bank Guarantee in the prescribed format given in Format-4 of Tender Document, issued by a Scheduled Commercial Bank based in India or from a branch in India of a scheduled foreign bank. The bank guarantee must

be issued on the Structured Financial Messaging System (SFMS) platform. A separate invoice of the BG will invariably be sent by the issuing bank to the Employer's bank through SFMS. The details of Employer's bank are as under:

HDFC Bank

6, Sapru Marg, Hazratgunj Lucknow (UP)-226001

IFSC Code; HDFC0001267

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

Code	Purpose
MT760	Confirmation of bank guarantee
MT767	Amendment in bank guarantee

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

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

- (d) In case of a joint venture / consortium, the performance security is to be submitted in the name of the JV/consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / consortium) and its submission by different members of the JV / consortium for an amount proportionate to their scope of work or otherwise is also acceptable.

3.16.2 Not Used.

3.16.3 Not Used

3.16.4 Not Used.

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

- A demand draft, or a bank guarantee from Schedule commercial bank.
- Be confirmed for payment by the branch of the bank giving the bank guarantee at Lucknow, UP.

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

- If the Successful Bidder is not able to submit Project Sanction Documents (As per Annexure-A) to the satisfaction of UPMRCL.
- If the Successful Bidder is not able to commission the projects to the satisfaction of UPMRCL, for which Acceptance letter/sanction letter has been issued.

- c. If power producer is not able to pay penalty on account of not meeting CUF of minimum **12%** in any year subject to acceptable degradation in modules as per tender.
- d. In all the above cases corresponding allocated capacity shall stand cancelled.
- e. Termination of Power Purchase agreement due to Power Producer's default.

3.16.7 The Performance Security initially shall be valid for a minimum period of 24 months from the date of issue of Acceptance letter(s). Thereafter PBG shall be extended every year for next one year till the completion of 25 years of O&M period and value can be revised as per the % reduction in residual value of Plant cost as mentioned in Schedule-III of Power Purchase Agreement (PPA) format attached.

- ❖ Power Purchase Agreement format is provided in Tender document. Successful bidder shall submit the Performance Bank Guarantee and shall sign the PPA with UPMRCL within 60 days of date of sign of Acceptance letter.
- ❖ No additional performance security will be required to be submitted if the variation in project capacity on plus side is within 25% of the original contract.

### **3.16 OPENING OF BIDS**

3.16.1 The tenders shall be opened online by the opening committee on due date and time of tender opening. On opening of the Tender, UPMRCL will first check the tender cost through online mode by cross verifying with the hard copy submitted. Uploaded scanned copy of Performance Security for Tender Security as per Format-3 will also be checked first.

3.16.2 If the documents do not meet the requirements of the Employer, a note will be recorded accordingly by the Tender Opening Authority.

3.16.3 NOT USED

3.16.4 The Technical Package of all bidders who have submitted a valid cost of tender security and cost of tender document shall be opened in the presence of representatives of bidders who choose to attend on date & time as mentioned in tender document in the office of the **CEE/Project-III, UPMRCL, Administrative Building Near Dr. Bhimrao Ambedkar Samajik Parivartan Sthal Vipin Khand, Gomti Nagar, Lucknow-226010, Uttar Pradesh, India** . Bidders may visit UPMRCL e-procurement web-site to know latest Technical Opening information after completion of opening process. Bidders can also see the Technical Sheets (check-list) of other bidders after completion of opening process by logging into the web-site. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by the Employer, the next

official working day shall be deemed as the date of opening of Technical Package. The Tender of any bidder who has not complied with one or more of the foregoing instructions may not be considered.

3.16.5 The Financial Package(s) which bidder(s) have uploaded online will be opened on a subsequent date after evaluation of technical packages. Financial packages of only those bidders whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial package shall be informed separately to only the Bidders who have qualified during Technical evaluation stage and bidders can be present to witness opening of Financial Package. Bidder can visit to UPMRCL procurement website for updates in this regard.

**3.16.6** After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of L-1 bidder shall be sent for verification & certification to the concerned client(s). In case of any concealment of misrepresentation of facts, appropriate action(s) in accordance with Tender Conditions and "Suspension/Banning Policy, December-2024" of UPMRCL shall be taken. The copy of "Suspension/Banning Policy, " of UPMRCL can be downloaded from downloads section of UPMRCL website i.e. [www.upmetrorail.com](http://www.upmetrorail.com)"

**3.17 RIGHT TO WITHDRAW THE RFS AND TO REJECT ANY BID**

3.17.1 This RFS may be withdrawn or cancelled by the UPMRCL at any time without assigning any reasons thereof. The UPMRCL further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

3.17.1.1 The UPMRCL reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFS and make its own judgment regarding the interpretation of the same. In this regard the UPMRCL shall have no liability towards any Bidder and no Bidder shall have any recourse to the UPMRCL with respect to the selection process. UPMRCL shall evaluate the Bids using the evaluation process specified in Section-I, at its sole discretion. UPMRCL decision in this regard shall be final and binding on the Bidders.

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

**3.18 ZERO DEVIATION**

3.18.1 This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders

with any deviation to the bid conditions shall be liable for rejection.

**3.19 EXAMINATION OF BID DOCUMENT**

- 3.19.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.
- 3.19.2 The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labor involved etc. and as to all supplies he has to complete in accordance with the Bid document.
- 3.19.3 Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by UPMRCL.
- 3.19.4 Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.

**SECTION - I****B.GENERAL CONDITIONS OF CONTRACT (GCC)****3.20 SCOPE OF WORK**

- 3.20.1 The scope of work for the bidder include detailed survey of sites identification in this tender, Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Testing & Commissioning of the 5 MWp Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years on Depot & Stations & Other Sites of Metro Project of UPMRCL.

**3.21 PROJECT COST**

- 3.21.1 The Project cost shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a “single responsibility” basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Engineering, Supply, Storage, Civil work, Erection of suitable structure, Testing & Commissioning of the 5 MWp Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years on Depot & Stations & Other Sites of Metro Project of UPMRCL, goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

**3.21.2 Not Used.**

- 3.21.3 The project cost shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- 3.21.4 The cost shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation / adjustment shall be payable.
- 3.21.5 The operation & maintenance of Rooftop Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 25 years.
- 3.21.6 Not Used

- 3.21.7 The Bidder shall complete the Price Bid-I (Format-B) & Price Bid-II (Format-C) furnished in the RFS Documents.

**3.22** Not Used

**3.23 INSURANCE**

- 3.23.1 The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period.
- 3.23.2 The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party / material / equipment / properties during execution of the Contract including O&M period covering structural damages & fire hazard. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

**3.23.3 WARRANTEES AND GUARANTEES**

The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials.

The bidder shall ensure warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of minimum 2 years from the date of commissioning or more as considered suitable.

The successful bidder has to transfer all the Guarantees / Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims / Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and UPMRC will not be responsible in any way for any claims whatsoever on account of the above.

**3.24 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP**

- 3.24.1 The design, engineering, manufacturing, supply, installation, testing, commissioning and performance of the equipment shall be in accordance with latest appropriate IEC / Indian Standards as detailed in the Section- III (Technical specifications) of the bid document. Where appropriate Indian



Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

3.24.2 The specifications of the components should meet the technical specifications mentioned in Section III.

3.24.3 Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, supply, manufacturing and performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

### **3.25 OPERATION & MAINTENANCE (O&M)**

The bidder shall be responsible for operation and maintenance of the 5 MWp Roof top Solar PV system for a period of 25 years during which UPMRC will monitor the project for effective performance in line with conditions specified elsewhere in the bid document. During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc. and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

The developer is responsible for the water proofing of the roof disturbed / pierced for installation of Solar Power System for the whole O&M period (25 Years). To ensure the water proofing, an inspection jointly with power producer (bidder) and power purchaser (UPMRC) will be conducted annually. The developer should immediately take necessary action to repair any damage to the water proofing. UPMRC may impose suitable penalty for the delay caused to resolve the issue.

### **3.26 METERING AND GRID CONNECTIVITY**

Net or applicable metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the UPMRC and/or CEA or State Electricity Regulatory Commission or Discom in respective area. UPMRC could facilitate connectivity; however the entire responsibility lies with bidder only.

### **3.27 PLANT PERFORMANCE EVALUATION**

The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location

during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance. Minimum CUF of 12% should be maintained for a period of Power Purchase Agreement i.e. 25 years. The bidder should send the periodic plant output details to UPMRC for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

### **3.27.1 PENALTY ON LOWER PERFORMANCE**

The successful bidder shall be responsible for the energy generation of the Solar PV power plant for the whole O&M period of 25 years. If in any year of the term of agreement the energy generation is found to be less than the value committed by successful bidder through Schedule IV of PPA (calculated on the basis of minimum CUF of **12%** with acceptable degradation values as in tender), a penalty amount as per formula below will be imposed to successful bidder. If successful bidder is unable to pay the penalty in the stipulated time (i.e. 30 Days), the same will be deducted from the subsequent bills and the balance amount will be paid to the bidder.

Further, If the penalty amount is more than developer's payable and the developer fails to clear the dues in 3 months, UPMRC shall have right to acquire the plant as per PPA terms.

Further, UPMRC reserves the right to dispose of the solar plant from its premises with a notice of 6 months from the date when the developer fails to pay penalty.

**Penalty = 2 X (committed generation as per Schedule-IV of PPA – Actual generation during the same period) X (Average cost of electricity from grid per unit at the end of that year applicable to power purchaser – applicable solar power tariff payable to power producer for that year).**

**Maximum value of penalty shall be limited to Rs. 2.04 Cr. in any year of the term of Power Purchase Agreement.**

Example:

Suppose bidder has committed for a generation of 1,31,400 kWh by a plant of 100 kWp for a particular year. The Average cost of electricity from grid is Rs. 8.00/kWh and solar tariff of that year is Rs. 6.00/kWh as per price bid. The actual energy generated by that plant for that year is 1,31,000. So the energy difference happened to be 400 kWh. Corresponding penalty imposed would be  $2 \times (131400 - 131000) \times (8 - 6) = \text{Rs. } 1600.00$

So, the Penalty that should be paid to UPMRC for that year by the bidder would be Rs. 1600.00.

### **3.28 PROGRESS REPORT**

The bidder shall submit the progress report fortnightly (15 days) to UPMRC in Prescribed Performa. UPMRC will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the bidder.

### **3.29 PROJECT INSPECTION**

The project progress will be monitored by UPMRC and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from UPMRC or any authorized agency/ experts.

UPMRC may depute a technical person(s) for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufacturer's facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required.

Any visit to the facility by UPMRC or its representatives shall not be construed as an endorsement by UPMRC of the operation, maintenance, modification and repair procedures employed by bidder at the facility unless the same is projected in the report.

### **3.30 ACHIEVEMENT LINKED INCENTIVE**

This project is not eligible for any Achievement Linked Incentive / Central Finance Assistance / Subsidy.

### **3.31 APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of the Union of India.

### **3.32 SETTLEMENT OF DISPUTE**

Please refer Clause 18.8 of Power Purchase Agreement.

### **3.33 FORCE MAJEURE**

- 3.33.1. Notwithstanding the provisions of clauses contained in this RFS document; the UPMRC shall not forfeit (a) Security deposit for delay and (b) termination of contract; if Contractor is unable to fulfill his obligation under this contract due to force majeure conditions.
- 3.33.2. For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, terrorist attacks, quarantine restrictions and fright embargoes etc.

Whether a “Force majeure” situation exists or not, shall be decided by UPMRC and its decision shall be final and binding on the contractor and all other concerned.

- 3.33.3. In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, UPMRC has the right to terminate the contract in which case, the security deposit shall be refunded to him.
- 3.33.4. If a force majeure situation arises, the contractor shall notify UPMRC in writing promptly, not later than 14 days from the date such situation arises. The contractor shall notify UPMRC not later than 3 days of cessation of force majeure conditions. After examining the cases, UPMRC shall decide and grant suitable additional time for the completion of the work, if required.

As per the relevant law, in event of a disagreement between parties on existence of force majeure event arbitration shall decide.

### **3.34 LANGUAGE**

- 3.34.1. All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between the UPMRC and the bidder shall be in English language.

### **3.35 OTHER CONDITIONS**

- 3.35.1. The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of UPMRC in writing.
- 3.35.2. The Successful bidder or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of UPMRC.
- 3.35.3. The Successful bidder or its subcontractors shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.
- 3.35.4. UPMRC will not be bound by any Power of Attorney granted/ issued by the Successful bidder or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by UPMRC after obtaining proper legal advice, the cost of which will be chargeable to the Successful bidder concerned.

- ❖ Consultancy and Labor contracts can be sub contracted, with the approval of UPMRC.

3.35.5. **SUCCESSORS AND ASSIGNS**

In case the UPMRC or Successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

3.35.6. **SEVERABILITY**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause, sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

3.35.7. **COUNTERPARTS**

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

3.35.8. **RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES**

This contract is not intended & shall not be construed to confer on any person other than the UPMRC & Successful bidder hereto, any rights and / or remedies herein.

3.35.9. **PRICE PREFERENCE FOR M.S.M.E / STATE OR CENTRAL PSUs**

There is no relaxation in terms of any conditions of the RFS or price preference or processing fee or Bid Bond or PBG for M.S.M.E / State or Central PSUs.

3.35.10. **CORRESPONDENCE**

Applicant requiring any Techno-Commercial clarification of the bid documents may contact in writing or by e portal.

Verbal clarifications and information given by the UPMRC or its employees or its Representatives shall not be in any way entertained.

**SECTION - II****4. EVALUATION CRITERIA****(i) BID EVALUATION****i.1. BID EVALUATION**

The evaluation process comprises the following four steps:

Step I	Responsiveness check of Techno Commercial Bid
Step II	Evaluation of Bidder's fulfillment of Eligibility Criteria as per Clause 3.4 of Section-I
Step III	Evaluation of Price Bid
Step IV	Successful Bidders(s) selection

**i.2. RESPONSIVENESS CHECK OF TECHNO COMMERCIAL BID**

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFS subject to Clause 3.4.1, Clause 3.4.2, and Clause 3.4.3. Any of the following may cause the bid to be considered "**Non-responsive**", at the sole discretion of UPMRC.

- i. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, valid Tender Security, Tender Document Fee etc.;
- ii. Bid not signed by authorized signatory and/or stamped in the manner indicated in this RFS;
- iii. Material inconsistencies in the information / documents submitted by the Bidder, affecting the Eligibility Criteria;
- iv. Information not submitted in the formats specified in this RFS;
- v. Bid being conditional in nature;
- vi. Bid not received by the Bid Deadline;
- vii. Bid having Conflict of Interest;
- viii. More than one Member of a Bidding Company using the credentials of the same Parent Company / Affiliate;
- ix. Bidder delaying in submission of additional information or clarifications sought by UPMRC as applicable;
- x. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFS before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up. Clause 3.4 shall be used to check whether each Bidder meets the stipulated requirement. In case of any non-conformity, the tender shall be disqualified and rejected.

## **5. PRELIMINARY EXAMINATION**

- 5.1. The UPMRC will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the Bids are otherwise in order.
- 5.2. Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:
  - a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
  - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 5.3. If a Bidder does not accept the correction of errors as outlined above, his tender will be rejected and Tender Security shall be forfeited.

## **6. EVALUATION OF BIDDER'S FULFILMENT OF ELIGIBILITY CRITERIA**

### **6.1 EVALUATION OF ELIGIBILITY:**

- a. Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 3.4. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.
- b. Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated as per item clause 4 and clause 5 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

- c. If any tender is rejected, pursuant to paragraph (b) above, the Financial Package of such bidder shall not be opened.
- d. The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

## **6.2 EVALUATION OF PRICE BID**

- a. All technically acceptable tenders will be eligible for opening of their financial proposals. The Employer shall notify all technically qualified Bidders to attend the opening of the financial proposal. The financial proposal will then be opened in front of attending Bidders.
- b. The financial bids of the bidders shall be opened online and the L1 price received during financial opening shall be displayed on online e-tendering portal.
- c. The Bidder's representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- d. The evaluation of Financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors:
  - a) Arithmetical errors corrected by the Employer
  - b) Such other factors of administrative nature as the Employer may consider having potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.
- e. Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- f. Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.
- g. Evaluation of financial offer will be based on rates quoted in BOQ. Any alteration in BOQ will not be given any cognizance.

### **6.2.1 RESCO MODEL**

- a. The Price bids shall be evaluated separately.
- b. Since the maximum allowable Levellised tariff is **Rs. 4.50/kWh**, so bids above the maximum allowable price shall also be rejected.



**6.3 SUCCESSFUL BIDDER(S) SELECTION**

- 6.3.1 Bids qualifying in Clause 3.4 shall only be evaluated in this stage.
- 6.3.2 The Levellised Tariff requirement quoted in Format-C all Price Bids of Qualified Bidders shall be used for evaluation.

**6.3.3 For Part B**

- 6.3.3.1 Based on the price bid quoted by the bidders, UPMRC shall arrange the bids in the ascending order i.e. L1, L2, L3, \_ \_ \_ (L1 being the lowest evaluated price).

**Evaluated price** = Tariff as evaluated in Financial Format-C.

- 6.3.3.2 The bidder shall quote fixed tariff (Rs. / kWh) in Financial BID for 25 years.
- 6.3.3.3 The evaluation will be done considering the Tariff quoted by the bidder.
- 6.3.4 The Letter(s) of Acceptance (LOA) shall be issued to such Successful Bidders(s) selected as per the provisions of this Clause 6.3.3.
- 6.3.5 Successful Bidder shall unconditionally accept the LOA, and record on one (1) copy of the LOA, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to the UPMRCL within Seven (7) days of issue of LOA.
- 6.3.6 If the Successful Bidder, to whom the Letter of Acceptance has been issued, does not fulfill any of the conditions specified in Bid document, the UPMRCL reserves the right to annul/cancel the award of the Letter of Acceptance of such Successful Bidder and action shall be taken as per clause 3.15 Tender Security for Bid Bond of RFS / to forfeit the Performance security.
- 6.3.7 The UPMRCL at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion.
- 6.3.8 There shall be no negotiation on the quoted Project cost between the UPMRCL and the Bidder(s), during the process of evaluation.

**6.4 INCREASE / DECREASE OF BIDDER ALLOCATED CAPACITY**

- 6.4.1 UPMRCL reserves the right to increase/decrease the Bidder Allocated Capacity by up to twenty five percent (25%) for each site or any other site at the sole discretion of UPMRCL.
- 6.4.2 In case capacity is enhanced by UPMRCL as per Clause 6.4.1 above, Successful bidder shall submit the equivalent amount of PBG to UPMRCL within 30 days from the date of issue of Acceptance letter / sanction letter.

**6.5 Not Used**

**6.6 NOTIFICATION TO SUCCESSFUL BIDDERS**

- 6.6.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Bidder through online e-tendering portal or by Email, telegram or Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be issued under signature of a Director of UPMRCL or of the CEE/Project-III. The "Letter of acceptance" will be sent in duplicate to the successful Bidder, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Bidders.

Single letter of Acceptance for the complete tender capacity of 5 MWp will be issued to the successful bidder. However, site wise capacity Acceptance will be done by Engineer-in-charge.

Acceptance letter for capacity of 5 MWp will be issued by Engineer-in-charge and on submission of Performance BG (PBG) corresponding to 5 MWp, Power Purchase Agreement (PPA) will be signed for this capacity.

- 6.6.2 The Letter of Acceptance will constitute a part of the contract.
- 6.6.3 Upon "Letter of acceptance" being signed and returned by the successful Bidder as per Clause 6.6.1, the employer will promptly notify the unsuccessful Bidders and discharge / return their tender securities.

**6.7 PROJECT ACCEPTANCE AND SANCTION**

- 6.7.1 The Bidders, in their own interest are advised to make a preliminary survey of the sites specified in this tender as well as issue of Grid connectivity, as non-availability of roof tops and non-completion of other formalities after Acceptance of project will result in action as per as per clause 3.15 Tender Security for Bid Bond of RFS / forfeiture of PBG amount submitted by them.
- 6.7.2 The Successful Bidders selected as described in Clause 6.3 above shall be issued Letter of Acceptance (LOA) indicating the allocated capacity & Project Cost etc.
- 6.7.3 The time for submission of project sanction documents and design documents by the bidder to UPMRCL will be 60 days from the date of issue of Letter of Acceptance which can be extended depending upon the merit of the case.

Failure of non-compliance of same shall lead to forfeiture of PBG.

- 6.7.3.1 Further, Successful Bidders can start submitting their Project sanction documents as soon as they receive LOA from UPMRCL. Project sanction documents shall be submitted to UPMRCL. If within 60 days, the successful bidder does not submit Project sanction documents and design documents, in such case PBG shall be forfeited and the allocated capacity gets cancelled and bidder including its affiliates / Group Companies / Parent / Ultimate parent company may be debarred to participate in UPMRCL future tenders for a period as decided by the competent authority of UPMRCL.
- 6.7.4 UPMRCL will issue the Letter of Acceptance(s) for the Project (s). Afterwards the Successful Bidder / Project Developer and accepted by UPMRCL shall submit the Project and Design Documents.
- 6.7.5 If the Bidder fails to commission the sanctioned project within specified time, Liquidated damages (LD) on per day basis calculated for the **10% of “Cost of work” as per NIT for left-over capacity** as per Clause 8 of RFS.

## **7. OTHER CONDITIONS**

- 7.1. Bidder has to obtain all the necessary approvals / Consents / Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity and Net or Applicable Metering. UPMRCL shall assist in this regard.
- 7.2. Processing fee submission for the completion of whole project is in bidder's scope of work.

## **7.3. TAX EXEMPTIONS**

Price bids are invited inclusive of Taxes and duties. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Dep't of Govt. of India by the bidder. UPMRCL in no case will be responsible for providing any tax exemptions to the bidder.

## **7.4. ELIGIBILITY OF STANDALONE SYSTEM**

- 7.4.1 Standalone system is not allowed under this scheme. The system should be grid interactive.

## **7.5. REQUIREMENT OF APPROVALS ON MAKES OF THE COMPONENTS**

- 7.5.1. The Solar cells, PV modules & inverters should be preferably manufactured in India. Rest of the components can be procured from any source. However, these items should meet the Technical specification and standards mentioned in RFS.

## **7.6. OPERATION OF THE SYSTEM DURING GRID FAILURE AND CALCULATION OF CUF**

- 7.6.1. During grid failure, the SPV system stops generating. Any instances of grid failure need to be mentioned in the monthly report and those instances need to be authorized by UPMRCL. Then the period will be excluded in calculation of CUF.

**7.7. SYSTEM DISRUPTION PERIOD AND CALCULATION OF CUF**

During system disruption (for the reasons not attributable to the SPD/ Contractor such as dismantling, relocation etc. as instructed by UPMRC), the SPV system stops generating. Any instances of such system disruption need to be mentioned in the monthly report and those instances need to be authorized by UPMRC. Then the period will be excluded in calculation of CUF.

**8. LIQUIDATED DAMAGES (LD) FOR DELAY IN PROJECT IMPLEMENTATION**

- 8.1. UPMRCL will issue the Letter of Acceptance (LOA) for the Project (s) in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, supply, storage, civil work, erection of suitable raised structure, testing & commissioning of project as per time line mentioned in the rfs document.

If the bidder fails to commission the project within specified time, Liquidated Damages (LD) on per day basis calculated for the **10% of “Cost of work” as per NIT for left-over capacity** on a 6 months period would be levied. After 6 months the project will get cancelled and the total PBG amount would be forfeited.

Ex: If project is delayed by 36 days then the Liquidated Damages (LD) will be levied as given below.

Liquidated Damages (LD) = [(**10% of “Cost of work” as per NIT for left-over capacity**)/180days\*delayed days].

- 8.2. Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.

The Contractor may apply for an extension of the Time for Completion if the Work is or will be delayed either before or after the Time for Completion by any of the following causes:

- a. “Force Majeure”

- b. The Contractor's work held up for not being given possession of or access to the Site for a considerable period.
  - c. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.
  - d. Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.
  - g. Any other event or occurrence which, according to the Employer is not due to the Contractor's failure or fault, and is beyond his control without Employer being responsible for the same.
- 8.3. However, the Contractor shall not be entitled to any Extension of Time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to
- a. The failure of sub-contractor, to commence or to carry out work in due time,
  - b. Non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials,
  - c. Inclement weather conditions, and
  - d. The Contractor not fulfilling his obligations
- 8.4. If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer, of such intention as soon as possible, he shall notice the event giving rise to the delay and full and final supporting details of his application, together with any notice required by the Contract and relevant to such Clause.

The Engineer shall proceed in accordance with clause 8, to agree or determine either prospectively or retrospectively such extension of the Time for Completion as may be due. The Engineer shall notify the Contractor accordingly.

The Contractor shall not be entitled to an extension of time by reason of any delay to any activity in the carrying out of the Works unless in the opinion of the Engineer such delay results in or may be expected to result in a delay to completion of the Works.

If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer is of the view that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further

extension of time at its discretion with or without liquidated damages, for completion, as he may decide.

9. **TIME OF COMPLETION OF PROJECT**

9.1 UPMRCL will issue the LOA(s) for the Project(s) in line with the provisions of the RFS document. The Bidder shall complete the design, engineering, supply, storage, civil work, erection of suitable structure, testing & commissioning of **5 MWp within 24 months from the date of issue of LOA.** In case of delay beyond scheduled commissioning period, the bidder shall be liable for Liquidated Damages (LD) as per Clause 8.

9.1.1. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

9.1.2. A joint programme of execution of the Work will be prepared by the Engineer-in-Charge or its representative nominated for the purpose and Successful bidders based on priority requirement of this project. This programme will take into account the time of completion mentioned in clause 9.1 above and the time allowed for the priority Works by the Engineer-in-Charge.

9.1.3. Monthly/Weekly implementation programme will be drawn up by the Engineer-in-Charge jointly with the Successful bidder, based on availability of Work fronts as per Clause 9.1.2 above. Successful bidder shall scrupulously adhere to these targets / programmes by deploying adequate personnel, tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets / programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements, the decision of the Engineer-in-Charge will be final and binding.

10. **THE PROJECT PROGRESS ON BI-WEEKLY BASIS**

Successful bidder authorized representative in whose name POA has been executed and submitted along with the bid shall submit to UPMRCL the project progress report on biweekly basis (Every 15 days), non-submission of the progress report shall be considered as no progress and shall attract punitive actions as per the relevant provision of the Contract. However, the decision of Engineer-in-charge shall be final in this regard.

11. **INSPECTION AND AUDIT BY THE UPMRCL**

11.1. The Successful bidder shall permit the UPMRCL or their authorized agency to inspect the Successful bidder's site, accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the UPMRCL, if so required by the UPMRCL any time.

**12. COMMISSIONING / COMPLETION CERTIFICATE****12.1. Application for completion/commissioning certificate:**

When the Successful bidder fulfils his obligation under the Contract, he shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall normally issue to the Successful bidder the Completion Certificate within one month after receiving any application from the Successful bidder after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract documents.

**12.1.1 DOCUMENT SUBMISSION FOR ISSUE OF COMMISSIONING / COMPLETION CERTIFICATE**

For the purpose of Clause 12.1 above the following documents will be deemed to form the completion documents:

- a. Checklist for inspection of Roof top SPV power plants as per UPMRCL format.
- b. Project completion report from successful bidder as per UPMRCL format.
- c. Installation Manual (SPV Modules, Inverter), Certificates, Catalogue, Data Sheets.
- d. As Build Drawings for (DC SLD, AC SLD, Plant Layout, Civil & Structural drawings, SCADA drawings, Earthing drawings, Lightening drawings, Module cleaning layout, Equipment positioning layout).
- e. Bill of Quantity, part lists, other drawings, Design sheet for earthing calculations and cable calculation sheets.
- f. Contract specific purchase orders of major items (PV Modules, Inverters, ACDB, Metering panels) along with warranty certificates.
- g. Format attached in Section-V Format-11.

**12.1.2 FINAL DECISION AND FINAL CERTIFICATE**

12.1.2.1 Upon completion of 25 years of O&M and subject to the Engineer-in-Charge being satisfied, the Engineer-in-Charge shall (without prejudice to the rights of the UPMRCL to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Successful bidder shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the UPMRCL.

**12.2. DEDUCTIONS**



- 12.2.1 All costs, damages or expenses which UPMRCL may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/will be liable, will be claimed by the UPMRCL. All such claims shall be billed by the UPMRCL to the bidder and if not paid by the Successful bidder within the 15 days within respect of payment request period, the UPMRCL may, then, deduct the amount from any money due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy the UPMRCL of such claims.

12.3. **CORRUPT OR FRAUDULENT PRACTICES**

The UPMRCL requires that Successful Bidders/ Contractors should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, the UPMRCL -

- 12.3.1 Defines, for the purposes of this provision, the terms set forth as follows:
- 12.3.2 **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution and
- 12.3.3 **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of the UPMRCL / Govt. scheme, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the UPMRCL of the benefits of free and open competition.
- 12.3.4 Will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a Govt. contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government / UPMRCL schemes.
- 12.3.5 If it is found that the Bidder / Contractor has indulged in corrupt / fraudulent / collusive / coercive practices, actions such as rejection of bid/forfeiture of Tender Security or rescission / termination of Contract / forfeiture of Performance Security etc. shall be taken as per Suspension / Banning Policy of UPMRC.

13. **DEBARRED FROM PARTICIPATING IN UPMRC’s ROOF TOP TENDER**

- 13.1. UPMRCL reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFS, such Bidders may be debarred from participating in UPMRCL’s any future tender for a period as decided by the



competent authority of UPMRCL.

- 13.2. Any project on which plants have been installed or commissioned before the issue of Acceptance letter shall be construed as fraudulent activity in which case Successful bidder(s) may be debarred from participating in UPMRCL's future tender for a period as decided by the competent authority. However, such locations may be used for installation of additional capacity with the prior approval of competent authority.

**SECTION-III**  
**(TECHNICAL SPECIFICATION)**