

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

TENDER DOCUMENT

**NEW AND RENEWABLE ENERGY DEVELOPMENT CORPORATION OF AP LTD
(NREDCAP)**

Inviting bids for

**REVERSE E-TENDER FOR INSTALLATION, TESTING & COMMISSIONING,
OPERATION AND MAINTENANCE (10 YEARS) OF 500KWp FLOATING SOLAR
POWER PLANT**

AT

**SANGAM JAGARLAMUDI SUMMER STORAGE TANK BELONGS TO GUNTUR
MUNICIPAL CORPORATION**

Ref: NREDCAP/SE/GMC/42-235/2021-22, Dated:02.12.2021

NAME OF THE FIRM: _____

Issued by

New and Renewable Energy Development Corporation of AP Ltd,
Regd.Office: 12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli,
Guntur District-522501

Tel: 0863 -2347650 /651/652/653;

E-mail: info@nredcap.in, we@nredcap.in, gmtech@nredcap.in

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

DISCLAIMER

1. The Tender Bid document is not transferable.
2. This Bid document is issued by New & Renewable Energy Development Corporation of AP Ltd (NREDCAP).
3. The Bid document is not a prospectus or offer on invitation to the public in relation to the sale of shares, debentures or securities, nor shall this bid document or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.
4. In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.
5. Whilst the information in this Bid document has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NREDCAP nor any of their officers or employees, nor any of their advisers nor consultants, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this document or on which this document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
6. The information contained in this document is selective and is subject to updating, expansion, revision and amendment issued before due date. It does not, and does not purport to, contain all the information that a recipient may require. Neither NREDCAP nor any of their officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this document or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this document or to correct any inaccuracies therein that may contained in this document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.
7. This bid document, if includes certain statements, estimates, projections, designs, targets and forecasts with respect to the Project, such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and employees of NREDCAP, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this document is, or should be relied on as a promise, representation or warranty.

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8. NREDCAP reserves the right to modify, amend or supplement or cancel this Tender document, without any prior notice or without assigning any reason.

Authorised Person: The VC & Managing Director, NREDCAP

Address: 12-464/5/1, River Oaks Apartment,
CSR Kalyana Mandapam road,
Tadepalli,
Guntur District - 522501

Tel: 0863 -2347650 /651/652/653

Email: vc@nredcap.in, we@nredcap.in, gmtech@nredcap.in

Place: Tadepalli

Date :02.12.2021

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Information pertaining to Bid submission via e-Procurement platform

1. Issue of Bid document

The detailed terms and conditions for qualification of the Bidders and for Bid submission are indicated in the bid document. All those interested in obtaining the bid document may download from <https://tender.apecurement.gov.in>. Please visit <https://tender.apecurement.gov.in> for details regarding online submission of the bid document

Bidders are required to procure a Digital Signature Certificate from any Certifying Authorities (CA) in India from the list mentioned in the below URL: <https://tender.apecurement.gov.in/DigitalCertificate/signature.html>. The Digital Signature Certificate is mandatory for participation in e-Procurement. The Bids can be submitted only upon logging-in with the Digital Signature Certificate in the e-Procurement portal.

The bidder would be required to register on the e-Procurement market place www.apecurement.gov.in or <https://tender.apecurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the Authorized Representative for the tenders published in the e-Procurement platform.

The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Technical bids and other certificate/documents in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

2. Receipt and Opening of Bid:

Bid must be submitted at the website mentioned in the Bid document on or before dt: 16.12.2021 (last date of submission of Bid) 17.00 hours (IST). If it is a public holiday on the last date for submission of the Bid, the submission and the receipt of the Bid shall be on the next working day. The Technical Bid and the Financial Bid shall be opened as per the time schedule given in the Bid document.

The Authorized Representative shall abide by the Government Orders G.O. Ms. No. 174, Dt: 01-09-2008, G.O. Ms. No. 11, Dt: 01-07-2003, G.O. Ms. No.4, Dt:17-02-2005, G.O. Ms. No. 6, Dt: 28-02-2005, G.O. Ms. No. 6, Dt: 11-1-2005 and G.O. Ms. No. Dt: 30-12-2005, while conducting the e-Procurement process. The Bidders are requested to read these orders available at <https://tender.apecurement.gov.in>.

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3. Payment of Transaction Fee:

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee of INR 10,000 to MD APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. GST of 18% (or as in force) + Bank Charges for Credit Card Transaction of 2.09% on the transaction amount payable to MD APTS shall be applicable.

4. Nodal Person for enquiries and clarifications

All correspondence, clarifications in respect of the Bid document and submission of the Bid shall be addressed to:

Designation:	The VC & Managing Director, NREDCAP
Address:	12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam road, Tadepalli, Guntur District-522501
Telephone:	0863 -2347650 /651/652/653
E-mail id:	vc@nredcap.in ; we@nredcap.in ; gmtech@nredcap.in

VC & Managing Director

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Sl. No	Description	
1	Department Name	New & Renewable Energy Development Corporation of AP Ltd (NREDCAP)
2	Office	The VC & Managing Director, NREDCAP
3	Tender Number	NREDCAP/SE/GMC/42-235/2021-22 dated: 02.12.2021
4	Tender Subject	Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500 KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank belongs to Guntur Municipal Corporation.
5	Tender Type	Open tender
6	Tender Category	Competitive bidding procurement from Solar P.V. Power developers.
7	Definitions and Interpretations	<p>For the purpose of e-Procurement, the following definitions shall apply</p> <ul style="list-style-type: none"> • Tender Inviting Authority shall mean the same as Authorized Representative. • Tender Documents shall mean the same as the Bid document. • “Commercial Bid” or “Price Bid” shall mean the same as the Financial Bid. • Bidders shall also upload a checklist of all documents enclosed under Technical Bid and Financial Bid and format as required under the Bid document. • “EMD/Bid Security” shall mean the same as the EMD as per the provisions of this Bid document. • Bidder/Tenderer/Contractor shall mean one and the same.
8	Tender Validity Period	90 Days from the Bid deadline date

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9	Bid Security/EMD	<p>As specified in the Bid document as per the prescribed Format, proposals would need to be accompanied by a Bid Security in Indian Rupees for an amount of Rs. 5.00 lakhs and valid upto 31.01.2022.</p> <p>The bid security shall be kept valid throughout the proposal validity Period including any extensions in the proposal validity period and would be required to be further extended if so required by NREDCAP.</p> <p>Any extension of the validity of the Bid Security as requested by NREDCAP shall be provided by the agency a minimum of seven calendar days prior to the expiry of the validity of the Bid Security, being extended.</p>
10	Bid Security/EMD payable to	Vice-Chairman & Managing Director, NREDCAP, Tadepalli
11	Transaction Fee	<p>All the participating bidders who submit the bids have to pay an amount of INR 10,000/- & applicable service tax as levied by the Govt. of India on transaction fee through online in favour of MD APTS. The amount payable to the MD, APTS is non-refundable.</p> <p>Bid Processing Fee: The Tenderer shall pay an amount of Rs. 50,000 plus GST 18% (or as in force) by way of Demand Draft in favour of NREDCAP, payable at Tadepalli. The copy of the DD shall be uploaded and the original DD shall be furnished along with the tender document to NREDCAP.</p>
12	Transaction Fee	Payable to the MD, APTS, Vijayawada, through online payment only.
13	Bid Processing Fee	Payable to VC & MD, NREDCAP, Tadepalli by way of Demand Draft
14	Bid Document Download Start Date	02.12.2021 from 17.00 Hours
15	Bid Document Download End Date	16.12.2021 up to 11.00 Hours
16	Bid closing date	16.12.2021 before 17.00 Hours for uploading technical Bid and Financial-Bid

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17	End date for submission of hard copies of Pre-Qualification and Technical bid (scanned) with supporting documents	17.12.2021 before 13.00 Hours
18	Pre-Qualification Stage Opening Date	20.12.2021 at 15:00 Hours
19	Commercial Stage Opening Date	21.12.2021, at 15:00 Hours
20	Technical Qualification (TQ) Stage Opening Date	23.12.2021, at 11:00 Hours
21	Reverse E-Auction start date & time	Will be intimated to the technically qualified bidders in advance by notifying in the website.
22	Place of Tender Opening	12-464/5/1, River Oaks Apartment, CSR Kalyana Mandapam Road, Tadepalli, Guntur District, Andhra Pradesh – 522 501.
23	Contact officer	The VC & Managing Director, NREDCAP, Tadepalli
24	Address/E-mail id	info@nredcap.in ; we@nredcap.in , gmtech@nredcap.in
25	Contact Details/Telephone,	Telephone – 0863 -2347650 /651/652/653
26	Procedure for Bid submission	<p>The Bidder shall submit his response through Bid submission to the tender on e-Procurement platform at https://tender.apecurement.gov.in by following the procedure.</p> <p>The Bidder would be required to register on the e-procurement market place https://tender.apecurement.gov.in and submit their Bids online. Offline Bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement platform.</p> <p>The Bidders shall submit their eligibility and qualification details, EMD, Technical Bid, Financial Bid etc., in the online standard formats displayed in e-Procurement web site. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/Technical Bid/EMD and other certificate/documents in the e-Procurement website.</p>

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		<p>The Bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.</p> <p>The Bidder shall upload the entire required documents specific to the Bid document in the e- tender platform duly signing each and every document. The bidder shall invariably submit the hard copies of the Technical bid to the Authorized Representative either personally or through courier or post before the timelines as indicated in this tender document. Non-submission of Technical bid along with relevant documents shall lead to rejection of tender.</p>
27	Registration with e-Procurement platform	<p>For registration and online Bid submission, Bidders may contact Procurement platform. HELP DESK of Vupadhi Techno Services Pvt. Ltd, Flat No:407, 4th Floor, Sreeram’s Sneha Avenue, Near Aravinda School, Kunchanpalli, Tadepalli Mandal, Guntur district-522501. Phone: 08645-243670/71/72/73/74 https://tender.apeprocurement.gov.in.</p> <p>1. Digital Certificate authentication: The Bidder shall authenticate the bid with his Digital Certificate for submitting the Bid electronically on e-Procurement platform and the Bids not authenticated by Digital Certificate of the Bidder will not be accepted on the e-Procurement platform. (or) Any other Registration Authority in India. The City-wise list of RAs is available by clicking the link “Apply for a Class-2 Certificate” under “Enroll” section in the web site: www.tcs-ca.tcs.co.in/mca21/index.jsp”</p> <p>2. Hard Copies: <u>Bidders shall submit hard copies of EMD and Bid Processing fee to the address mentioned in the respective clause of this Bid document before tender dead line.</u></p> <p>Bidders shall also upload scanned copies of these documents (DD/PO towards processing fee and EMD) as a part of the Qualification criteria of bid on the e-Procurement platform.</p>

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		<p>All the Bidders shall invariably upload the scanned copies of DD/BG/PO in e-procurement system and this will be one of the key requirements to consider the bid responsive.</p> <p>The Authorized Representative will not take any responsibility for any delay in receipt/non-receipt of original, Certificates/Documents from the successful Bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinity of certificates/documents uploaded by the Bidder in e-Procurement system, in support of the qualification criteria before concluding the agreement.</p> <p>3. GO. Ms. No. 174 -I&CAD dated: 1-9-2008:</p> <p>i. Deactivation of Bidders: If any successful Bidder fails to submit the original hard copies of uploaded certificates/documents, within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the Bidder, the successful Bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years.</p> <p>ii. The e-Procurement system would deactivate the user ID of such defaulting Bidder based on the trigger/recommendation by the Authorized Representative in the system.</p> <p>iii. Besides this, the Authorized Representative shall invoke all processes of law including criminal prosecution of such defaulting Bidder as an act of extreme deterrence to avoid delays in the Bid process for execution of the development schemes taken up by the NREDCAP. Other conditions as per the Bid document are applicable.</p> <p>iv. The Bidder is requested to get a confirmed acknowledgement from the Authorized Representative a proof of Original Hard copies submission to avoid any discrepancy.</p> <p>4. Bid document:</p> <p>i. The Bidder is requested to download the Bid document and read all the terms and conditions mentioned in the Bid document and seek</p>
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		<p>Clarification if any from the Authorized Representative. <u>Any offline Bid submission clause in this Bid document could be neglected.</u></p> <p>ii. The Bidder has to keep track of any changes by viewing the Addendum/ Corrigenda issued by the Authorized Representative on time-to-time basis in the e-procurement platform. The Authorized Representative inviting Bids shall not be responsible for any claims/problems arising out of this.</p> <p>5. Bid Submission Acknowledgement:</p> <p>The Bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique Bid submission number after completing all the prescribed steps and processes by the Bidder.</p> <p>Users/Bidders may also note that the Bids for which an acknowledgement is not generated by the e- Procurement system are treated as invalid or not saved in the system. Such invalid Bids are not made available to the Authorized Representative for processing the Bids. The NREDCAP, Government of AP and Vupadhi Techno Services Pvt. Ltd are not responsible for incomplete Bid submission by the Bidders/users.</p>
28	Rights reserved with the department	Authorized Representative reserves the right to Accept or reject any or all of the tenders received without assigning any reasons thereof.
29	General Terms and Conditions	As per the Bid Documents.
30	Other information	<p>Bidders shall contact Vupadhi Techno Services Pvt. Ltd for all queries related to bid submission on the e-Procurement platform.</p> <p>HELP DESK of Vupadhi Techno Services Pvt. Ltd, Flat No:407, 4th Floor, Sreeram's Sneha Avenue, Near Aravinda School, Kunchanpalli, Tadepalli Mandal, Guntur District-522501.</p> <p>Phone: 08645-243670/71/72/73/74</p>
31	E-Procurement Conditions	<p>1. We, the undersigned, examined the Conditions of Contract, Specification, Special Conditions of Contract, Basic Parameters of the proposed Scheme and subsequent Addendums for the above mentioned works. We have examined, understood and checked these documents and have ascertained that there is no ambiguity in the Procurer's requirements. We accordingly offer to complete the</p>

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		<p>work in conformity with such documents for the price as given in the Financial Bid submitted and attached at the commercial stage.</p> <p>2. Note: Financial Bid attached at commercial stage will be considered for commercial evaluation.</p> <p>3. As per the conditions in the folder management, we have extracted the file uploaded and verified the contents of the Zipped files to avoid disqualifications.</p> <p>4. We have also read the Note in the folder management; the documents attached to the commercial bid stage will be encrypted and stored. Documents uploaded in Common folder and attached to the technical bid stage shall not be Encrypted.</p>
32	Uploading	<p>1. Financial Bid shall be uploaded at the commercial stage available on the e-Procurement platform which has an encryption facility.</p> <p>2. The Bidder SHALL AVOID zipping two versions of the same Financial Bid into a single folder.</p> <p>3. In case the Authorized Representative finds multiple versions of the same Financial Bid in a single zip folder, such Bids are liable for rejection by the Authorized Representative.</p>

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CHAPTER-1

INTRODUCTION:

Guntur Municipal Corporation is selected as one of the five Urban Local Bodies (ULB's) for Implementation Global Environmental Fund (GEF) for implementation of Sustainable Cities Integrated Approach Pilot (SCIAP) under United Nations Industrial Development Organization (UNIDO). In this project Green House Gases (GHG) reduction project's theme was selected by Guntur Municipal Corporation and proposed "Installation of 500KWp Floating type Solar Power Plant. The proposed location is located at Sangam Jagarlamudi in Guntur District with geological coordinates of 16.24⁰ N and 80.57⁰ E. It is proposed to utilize the generated solar power for meeting partial power requirements of 220 numbers of EV Auto Tippers located elsewhere within the Guntur Municipal Corporation Limits. The generated solar power shall be connected and passed on to the GRID in lieu of the electrical battery charging of EV Auto Tippers using the power from the GRID. Metering arrangements shall be done to Audit and Check the total units of power generated from the proposed 500KWp floating solar power plant and the total units of power consumed towards charging of 220 nos. of EV Auto Tippers so as ensure that the EV Auto Tippers effectively result in Carbon Neutral or Carbon Negative.

BROAD SCOPE OF WORK:

1. Design & Engineering of the solar modules & arrays with associated system comprising of DC system (cables & JBs), inverters, transformation to the required voltage for necessary synchronization at suitable voltage level, switch-gears along with adequate protection and monitoring facilities upto the synchronization point(s).
2. Optimum design and engineering of suitable floating structures for mounting the modules which are properly anchored and moored with anti-corrosion protection so as to have minimum maintenance requirements during operational years of the plant.
3. Supply and erection of all the components including structures with necessary packaging & forwarding, transportation, loading, unloading and site-storage required for successful implementation of the project up to the inter-connection point.
4. Integrated microprocessor-based SCADA with required software & hardware for control & monitoring of SPV plant as per best standards.
5. Design & implementation of scheme with compatible software & hardware for accessing the SCADA data remotely at a location.
6. All associated electrical works required for interfacing with the grid.
7. All associated civil engineering works like:
 - i. Construction of floating structures, anchoring and mounting structures for SPV panels.

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- ii. Arrangement of facilities for module washing.
 - iii. The life of the project shall be minimum 25 years after commercial production with degradation in guaranteed efficiency / output not reducing below 90% during the first ten years period.
 - iv. Developing and maintaining necessary infrastructure for site office, electrification arrangements, water supply arrangements, lighting etc.,
8. The work shall include laying of suitable electric lines of desired Voltage with suitable protection and metering and suitable transformers as per Indian Electricity Act.
 9. The EPC agency shall under take the operation & maintenance with necessary labour, spares, consumables etc., during the operation period of 10 years from the date of commissioning of the project. The operating agency shall procure and use necessary spares, consumable and maintenance tools for trouble free operation including spare parts during the operation period.
 10. The operating agency shall Supply, erect and commission step-up transformers and associated electrical works and fencing around the transformers and electric lines up to the metering point and development of metering yard duly providing tested and accepted metering equipment with required protection as per the approved standards of APCPDCL / Competent authority.
 11. The power shall be injected at the existing transformer and/or by installing required transformer and metering arrangement as per the statutory requirements and guidelines of APCPDCL under net metering policy.
 12. The Solar plants installed shall be in conformity with BIS standards and the Ministry of New & Renewable Energy resources guidelines. All necessary approvals/ clearances/ statutory approvals from all the concerned like APCPDCL or any other Govt./ Semi Govt./ Local Authority shall be obtained by the agency at their cost. NREDCAP will extend necessary assistance in obtaining all clearances and approvals to enable the operating agency to perform the work.
 13. The operating agency shall operate the solar plants in consonance with the Indian Electricity Act, various Labour laws and regulations of Govt of AP/Govt of India, AP Transco, AP DISCOMs and NREDCAP.
 14. The total generated solar power before consumption shall be metered to capture entire units of electricity generated. Further, it shall be connected and passed on to the GRID in lieu of the electrical battery charging of EV Auto Tippers using the power from the GRID. The purpose is to Audit and Check the total units of power generated from the proposed 500KWp floating solar power plant vis-a-vis the total units of power consumed towards charging of 220 nos. of EV Auto Tippers (elsewhere within GMC limits) so as ensure that the EV Auto Tippers effectively result in Carbon Neutral or Carbon Negative.

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CHAPTER-2

1 Bid information and instructions to Bidders:

2.1 Obtaining the Bid document:

2.1.1 All those interested in the Bid document can download the Bid document from the website <https://tender.e-apecurement.gov.in>. All information related to submission of response to this Bid document and the Bid shall be available at the aforementioned website

2.1.2 Notwithstanding anything to the contrary contained in this Bid document, the authorized Representative shall open the Technical Bid of the Bidder, only upon receipt of the above non-refundable processing fee on or before the Bid Deadline.

The Authorized Representative reserves the right to change the above Bid process timelines. However, the Authorized Representative shall notify prospective Bidders through email/notification on website/e-Procurement platform regarding changes to the above timelines

2.1.3 The hard copies of the pre-qualification bid and technical bids shall be submitted as per the timelines indicated in the tender schedule, in 2 separate sealed covers duly subscribing “Pre-Qualification Bid” and “Technical Bid” and are sealed in one cover duly subscribing “Tender for 500KWp Floating Solar Power Plant – Pre-Qualification and Technical bids”

2.2 Qualification Requirements

Evaluation of Bids will be based on meeting the financial and technical qualification requirements. Any Bidder who meets the Qualification Requirements stated herein shall be “Qualified Bidder” for the purpose of evaluation under this Bid document.

ELIGIBILITY CRITERIA:

(i) BIDDER:

The Bidder should be a Public limited company or Private limited company, Partnership firm/Proprietary concern, Joint Venture or Consortium. The company /companies should be registered in India. The term ‘Bidder’ used hereinafter would therefore apply to both a single Bidder and/ or the Consortium. In case of partnership firm/proprietary concern, the necessary registration certificate shall be furnished.

The Bid submitted by a Consortium should comply with the following additional requirements failing which shall result in disqualification.

- Number of members in a Consortium should be limited to three (3).
- The Bid should contain the information required for each member of the Consortium
- Each Consortium must nominate a lead member/prime bidder of the Consortium and must submit the Power of Attorney by all members of the Consortium in favour of the lead

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member/prime bidder.

- Any Company applying as a sole Bidder cannot at the same time be member of any Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project. Any Bidder who submits or participates in more than one Bid for this Project will be disqualified and will also lead to disqualification of the Consortium of which it is a member.
- Members of the Consortium shall enter into a Memorandum of Understanding (MoU) specific to this Project which shall be submitted with the Tender document. The MoU shall, inter alia:
 - Convey the intent to form a Consortium, with commitments in accordance with the Tender Document, which would enter into the Project Agreement and subsequently carryout all the responsibilities as Implementing Agency in terms of the Project Agreement, in case the Project is awarded to the Consortium.
 - Clearly outline the proposed roles and responsibilities of each member at each stage.

The members of the Consortium shall be jointly liable for the execution of the Project in accordance with the terms of the tender document; however, NREDCAP will interact with lead member who shall own all liability and responsibility on behalf of consortium.

The Consortium as a whole must be a sound entity both technically and financially.

The change in composition of the Consortium (i.e. Insertion or deletion of new/existing members) will not be allowed after the submission of the Bid.

- (ii) The company shall be in the field of solar power systems for at least 5 years. In the case of consortium of companies, the lead member shall fulfill this criterion.
- (iii) The Company or consortium Group cumulative annual turnover of at least INR 5 crores during the last Five (5) financial years ending with March 2021 duly certified by the Chartered Accountant/ Audited Accounts.
- (iv) a. The lead member in the consortium or the individual bidder should have experience in design, supply, erection, commissioning of SPV- based grid connected/ interactive power plants with cumulative installed capacity of 5MWp and above (at one or more projects) during the last five years.
 - b. The lead member in the consortium or the individual bidder should also have experience in installation of at least 500KWp Solar Power Project in Single Location during the last 5 years.
 - c. The Consortium Group or Individual bidder should have experience in erection of minimum 500KWp Floating Solar Power Plant during the last 5 years.

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- (v) The company/consortium groups should not have been black listed/debarred /disqualified by any Govt. Entity or any International Agency for non- delivery or noncompliance or corrupt/fraudulent practices. The company should give self-declaration to this effect and the onus will be on the applicant.

MEMORANDUM OF UNDERSTANDING OF CONSORTIUM PARTNERS:

Members of the Consortium shall submit a Memorandum of Understanding (MoU) for the purpose of submitting the Proposal. The Memorandum of Understanding (MoU) shall be furnished on a non-judicial stamp paper of Rs. 100/-, duly attested by notary public.

The MoU shall, inter alia:

Convey the intent to form a Special Purpose Vehicle with shareholding commitment(s) explicitly stated.

The MoU shall communicate the willingness of the Consortium to subsequently carry out all the responsibilities as in terms of the Agreement, in case the Project is awarded to the Consortium.

Clearly outline the proposed roles and responsibilities of each member at each stage.

Clearly state those members of the Consortium shall be liable jointly for the execution of the Project in accordance with the terms of the Agreement and a statement to this effect shall be included in the MoU.

Should be accompanied by the Board Resolutions (in case of corporate members) and/or undertakings (in case of individual members) of the Consortium, giving authority/undertaking to enter into an MoU with other members for undertaking the Project and, if successful, to participate and undertake the Project and in case of corporate members nominating and authorizing an authorized representative of the member to sign and enter into the MoU and execute Power of Attorneys for the Project.

Should be accompanied by a certified true copy of the Memorandum and Articles of Association (in case of corporate members) and registration number/PAN/TAN/GST.

A copy of the MoU duly notarized, should be submitted along with the Proposal. The MoU entered into among the members of the Consortium should be specific to this Project and should contain the above requirements failing which; the Application shall be rejected as non-responsive. The MoU should be governed by the laws, rules and regulations of India and should be subject to jurisdiction of Indian Courts only.

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The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium.

All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature. All signatures in the Proposal documents shall be dated.

2.3 Bid Preparation cost

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

2.4 Bidders' Responsibilities:

The Bidder is expected to examine carefully, the contents of all the documents provided. Failure to comply with the requirements of bid document will be at the Bidders' own risk. It would be deemed that prior to the submission of the Proposal, the Bidder has:

- (i) Made a complete and careful examination of requirements and other information set forth in this document;
- (ii) Received all such relevant information as it has requested from NREDCAP and
- (iii) Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - a) The Project site
 - b) Existing facilities and structures
 - c) The conditions of the access roads and utilities in the vicinity of the Project Site
 - d) Conditions affecting transportation, access, disposal, handling and storage of the materials
 - e) All other matters that might affect the Bidder's performance under the terms of this document
 - f) NREDCAP shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
 - g) Each Bidder shall submit only one Proposal. Submission of more than one Proposal by any Bidder shall be sufficient grounds for disqualification of the Bidder. In case, any entity is part of more than one Bidder, shall lead to disqualification of all the Bidders in which such an entity is participating.

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2.5 Amendment of Tender

NREDCAP may modify the bid document by issuing an Addendum before Proposal Due Date.

Any Addendum thus issued shall be part of the bid document and will be published in NREDCAP website www.nredcap.in and also uploaded in e-procurement website.

To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, NREDCAP may, at its sole discretion, extend the Proposal Due Date.

Authorized Representative reserves the right to reject any or all of Bids or cancel the Bid process without assigning any reasons whatsoever and without any liability.

2.6 Details of Financial Bid

Bidder shall submit their Financial Bid as per Format of this Bid document and uploaded only in the e-procurement platform.

The bidders shall quote in their proposals a firm lump sum price for the entire scope of supplying and erecting the equipment (covered under the Technical Specification). However, the operation & maintenance charges shall be quoted separately for 1 year period with annual escalation.

The above lump sum prices shall be as on the date of opening of the bid and shall include all taxes and duties like GST and any other taxes/duties, works contract tax, Income Tax, surcharge on Income Tax and other corporate taxes. However, the taxes, duties etc., shall also be indicated.

2.7 Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD): Proposals would need to be accompanied by a Bid security in Indian Rupees for an amount of **Rs.5.00 lakhs by way of Demand Draft or Bank guarantee and valid for a period upto 31.01.2022**. The bid security shall be kept valid throughout the Proposal Validity Period including any extensions in the Proposal Validity Period and would be required to be extended and further extended if so required by NREDCAP.

Any extension of the validity of the Bid Security as requested by NREDCAP shall be provided a minimum of seven calendar days prior to the expiry of the validity of the Bid Security, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. NREDCAP reserves the right to reject the Proposal submitted by any Bidder who fails to extend the validity of the Bid Security in line with the provisions of this clause.

The Bid Security shall be in the following form:

A DD/ irrevocable Bank Guarantee issued by a Bank in favour of the Vice- Chairman &

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Managing Director, NREDCAP, as per the format attached. For the purpose of providing Bid Security, the “Bank” shall mean

- (i) Any Nationalized Bank.
- (ii) Any scheduled Commercial Bank.
- (iii) The Bank Guarantee issued by a Cooperative Bank shall not be accepted.

2.8 Forfeiture of Bid Security:

- (i) The EMD shall be forfeited, if
 - i. Bidder withdraws the bid before expiry of its validity.
 - ii. Successful bidder does not accept the order/LOA or fails to enter into a contract agreement within the specified period.
 - iii. Successful bidder fails to furnish Contract performance security within 30 days, or within the period specified, from the date of issue of P.O/ LOA.
 - iv. The offer is disqualified for the reasons stated in the bid documents, for example, where the EMD is super-scribed on the tender cover as if it was furnished, but not found within or found insufficient, etc.
- (ii) EMD of the Successful Bidder shall be returned within ten (10) days of receipt of Performance Guarantee.
- (iii) EMD of all Bidders who don't qualify for opening of Financial Bids i.e. who are declared as non-responsive as applicable will be returned within ten (10) days of opening of Financial Bid.
- (iv) The Successful Bidder at the time of issuing of LOA is precluded from withdrawing from the bid process. The Authorized Representative shall forfeit the EMD in the event of such withdrawal.

2.9 Performance Bank Guarantee (PBG):

- (i) The successful bidder shall furnish within one month from the date of issue of LOI/PO, the contract performance security equal to 3% of EPC value of purchase order/contract (including Taxes and Duties) for proper fulfillment of the terms and conditions of the contract till full execution of the plant and fulfillment of terms and conditions thereof. The amount of Contract Performance Security shall be forfeited to the extent of financial loss suffered by the Corporation, if supplier fails to execute the order and fulfill its terms and conditions.
- (ii) Contract performance Security shall be furnished in the shape of Demand Draft drawn on any nationalized bank in favour of, NREDCAP payable at Tadepalli or in the form of bank guarantee from any nationalized bank in the prescribed proforma.

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- (iii) The Bank guarantee should be valid for a period of two years initially and shall be extended from time to time as per requirement, if any.
- (iv) Contract Performance Security shall be returned to the contractor after two years of successful commercial operation of the solar plant provided,
 - i. The contractor has fulfilled all contractual obligations,
 - ii. The contractor has proven the satisfactory performance of the plant as per the terms and conditions set out in the contract,
 - iii. The contractor has submitted the contract performance security deposit for O&M period set out herein below,
 - iv. And there is nothing outstanding either against the contract or any other purchase orders/contracts placed by the corporation on the Contractor.

2.10 Contract performance Security – For O&M contract:

- a). The successful bidder shall furnish within one month from the date of taking over of the plant after successful commissioning, the contract performance security for O&M, equivalent to 15 % of the net present value of the O&M charges for first 5 years payable to the contractor.

The amount of Contract Performance Security shall be forfeited to the extent of financial loss suffered by the Guntur Municipal Corporation, if supplier fails to operate and maintain the plant properly and fulfill terms and conditions.

- b). Contract performance Security shall be furnished in the shape of Demand Draft drawn on any nationalized bank in favour of NREDCAP payable at Tadepalli or in the form of bank guarantee from any nationalized bank in the prescribed proforma.
- c) The Bank guarantee should be valid for a period of ten years initially and shall be extended from time to time as per requirement. However, the GMC may terminate the O& M Contract after 5 years period.
- d) Contract Performance Security shall be returned to the contractor after ten years of successful operation & maintenance of the solar plant or after 5 years period if O&M Contract is terminated, provided,
 - i. The contractor has fulfilled all contractual obligations,
 - ii. The contractor has maintained the plant properly to generate maximum power by the plant as per the terms and conditions set out in the contract,
 - iii. And there is nothing outstanding either against the contract or any other purchase orders/contracts placed by the corporation on the Contractor.

2.11 Bid Validity period and Extension of Proposal Validity period

The Bidder shall submit its Bid in response to Bid document which shall remain valid up to

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ninety (90) days from the Bid Deadline (“Bid Validity”). Authorized Representative reserves the right to reject Bid which does not meet the aforementioned validity requirement.

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, NREDCAP may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidders’ responses shall be made in writing. NREDCAP reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.

The Bid Validity Period of the Successful Bidder shall be automatically extended till the date on which the Agreement is signed and is in force.

The Bidder shall furnish the Bank Guarantee from any Nationalized/Scheduled Commercial Bank to authorized Representative of NREDCAP as applicable.

The format of the Bank Guarantees prescribed shall be strictly adhered to and any deviation from the above formats may result in rejection of the EMD/PBG and consequently, the Bid.

The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company.

All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.

Before signing of agreement with the Successful Bidder, authorized Representative will verify the documents furnished by the Bidder at the time of Bid submission and the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Authorized Representative at this stage may also ask the Bidders to furnish the audited balance sheet of the previous month along with complete Bank Statement starting from Bid submission date till date along with a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way then the relevant provisions contained in this Bid document will be applicable.

Before signing of agreement the authorized Representative shall check for fulfillment of all obligations of Successful Bidder specified in this Bid document and authorized Representative shall have the right to forfeit the EMD in case the Successful Bidder does not fulfill any of the obligations.

2.12 Submission of Bid by the Bidder

The Bidder shall send EMD and processing fee in the form of DD/ Bank Guarantee, in original, on or before the Bid Deadline, to the address mentioned below:

The VC & Managing Director, New & Renewable Energy Development Corporation of AP Ltd., 12-464/5/1, /River Oaks Apartments, CSR Kalyana Mandapam Road, Tadepalli, Guntur District, Andhra Pradesh– 522 501.

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The Bidder shall submit his response through Bid submission to the Bid document on e-Procurement platform at www.apecurement.gov.in by following the procedure given below.

The Bidder would be required to register on the e-procurement market place www.apecurement.gov.in or <https://tender.apecurement.gov.in> and submit their Bids online. Offline bids shall not be entertained by the authorized Representative for this Bid document.

The Bidder shall upload Prequalification Bid, Technical Bid and the Financial Bid on the website. The information pertaining to Technical Bid and the Financial Bid shall be scanned and uploaded by the Bidder as per the formats specified.

The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their Qualification Requirement and other certificate/documents in the www.apecurement.gov.in website. Each format has to be duly signed and stamped by the authorized signatory of the Bidder. The scanned copy of such signed and stamped format shall be uploaded by the Bidder on the website specified.

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. The scanned copy of such signed and stamped format shall be uploaded by the Bidder on the website specified.

The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements set forth in the Bid document to the satisfaction of the authorized Representative.

2.13 Important notes and instructions to Bidders

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

The Bidders shall be evaluated based on the declarations and/or information and/or documents provided by them in relevant schedules of Bid document. The information and/or documents submitted along with the Bid may be verified before signing of agreement.

If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, authorized Representative reserves the right to reject such Bid and/or cancel the Letter of Intent, if issued and the EMD provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in Bid.

If the event specified above is discovered after the Effective Date of the agreement,

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consequences specified in agreement shall apply.

Bids submitted by the Bidder shall become the property of the authorized Representative and the authorized Representative shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful bidders shall be returned as specified.

All pages of the Bid submitted must be initialed by the person authorized by the board, on behalf of the Bidder.

No change or supplemental information to the Bid will be accepted after the Bid Deadline. The authorized Representative may, at its sole discretion, ask for additional information/document and/or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Quoted Tariff shall be sought or permitted by the authorized Representative. Delay in submission of additional information and/or documents sought by the authorized Representative shall make the Bid liable for rejection

All the information should be submitted in English language only.

Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.

Bids that are incomplete, which do not substantially meet the requirements prescribed in this Bid document, will be liable for rejection by authorized Representative. Bids not submitted in the specified formats will be liable for rejection by authorized Representative. Non submission and/or submission of incomplete data/ information required under the provisions of Bid document shall not be construed as waiver on the part of authorized Representative of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

The Qualified Bidder will be required to continue to maintain compliance with the Qualification Requirements specified in this Bid document throughout the bidding process and till the execution of the agreement. Where the Bidder is relying on affiliate/parent/ultimate parent for qualification, the Bidder shall continue to maintain this financial relationship till the execution of the agreement. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

This Bid document includes statements, which reflect the various assumptions arrived at by the authorized Representative in order to give a reflection of the current status in the Bid document. These assumptions may not be entirely upon by the Bidders in making their own assessments. This Bid document does not purport to contain all the information each Bidder may require and may not be appropriate for all persons. Each Bidder should conduct its own investigations and analysis and should check the accuracy reliability and completeness of the information in this Bid document and obtain independent advice from appropriate sources.

Only Andhra Pradesh Courts shall have exclusive jurisdiction in all matters pertaining to this Bid document.

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2.14 Bid evaluation methodology and selection

- A. 1st Step – Prequalification (PQ)
- B. 2st Step – Financial Bid evaluation
- C. 3rd Step – Technical evaluation

2.14.1 1st Step – Prequalification (PQ)

The Bidder shall submit the scanned copies of EMD in a separate folder in www.apetrocurement.gov.in platform. The Original of the same shall be submitted to the Authorized Representative before the Bid Deadline.

The Bidder shall submit processing fee and original documents pertaining to EMD as specified. Bids not accompanied by EMD as per the terms of the tender document shall be summarily rejected and no further evaluation will be carried out in respect of such Bids/Bidders.

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

- i. Tender Processing Fee
- ii. Non submission of EMD in acceptable form/amount along with the bid.
- iii. Bids not received by the Bid Deadline.

2.14.2 Financial Bid Evaluation

The price bids of the bidders meeting the Prequalification criteria will only be opened and considered for evaluation.

The selection of the successful bidder is based on the lowest turnkey EPC price quoted.

The lowest tender by itself will not confer any right or will not amount to accept in favour of lowest bidder, as the same is subjected to acceptance by competent authority.

Notwithstanding anything to the contrary contained herein, the authorized Representative, has the right to reject any or all of the Bids, at any stage during the bid process, if the Quoted amounts are not aligned to the prices at which the Guntur Municipal Corporation would be willing to execute solar Power Plant after opening of the Financial Bids.

2.14.3 E-Auction (Reverse Tendering)

After identifying the eligible agencies/bidders will be eligible to participate in e-auction process in terms of guidelines issued vide G.O.Ms .No.67(WR)(Reforms) Dt:16.08.2019.

- a) All bidders shall furnish the original hard copies of the BG for EMD within the stipulated time. Failing which their Initial Price Offer shall not be opened and they will not be taken forward into the reverse auction.
- b) To conduct the reverse tender process at least two bidders would be required.

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- c) Names of the bidders /Vendors shall be anonymously masked in the Reverse Tendering process and vendors will be given suitable dummy names.
- d) After identification of the L-1 Initial Price Offer, eligible (those who have submitted original hard copies of the BG for EMD within the stipulated time) bidders shall be transferred to the Reverse Auction Platform.
- e) The L-1 price offer (Initial) shall be maximum allowable Bid Price for the reverse tendering process.
- f) Only one round of reverse tendering shall be carried out in which bidders can revise their bids multiple times within the time limits specified.
- g) At the start of the Reverse Tendering process the Maximum Allowable Bid Price will be set and bidders shall submit their bids in an online platform.
- h) The initial period of the Reverse Tendering process will start after 3 hours, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.
- i) Only the current L-1 Bid shall be visible to all bidders who may revise their bids until the end of the process.
- j) Decrements made in each subsequent bid shall not be less than 0.5% of the ECV uploaded.
- k) The L-1 bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding after the initial 3-hour period after closure of the main bidding.
- l) Following the determined following a period of the L-1 bid, the L-1 Bidder's supporting tendering process shall be on hold for a maximum period of 24 hours (1 day) while the L-1 bidder's supporting documents are verified.
- m) Not with standing anything explained above, the condition explained in G.O.Ms.No.67 Water Resources (Reforms) Dept, Dated: 16.08.2019 will hold good.

2.14.4 CONCLUSION OF REVERSE TENDERING PROCESS:

- a) After conclusion of the reverse auction process, the pre-qualification criteria of all bidders shall be verified for the successful bidder. In case of successful verification of pre-qualification criteria of the L-1 Bidder, he will be awarded the contract and the EMDs of other successfully verified bidders shall be refunded.
- b) If any variation is noticed between the uploaded documents and the self-declaration submitted by the bidder, the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. If any of the documents furnished by the bidder are found to be false/fabricated/Bogus, at any time the bidder will be black listed and the EMD will be forfeited.
- c) In case of the L1 bidder being disqualified, the Department reserves the right to restart

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the reverse auction process with the L2 Price of the concluded reverse auction as the start/maximum bid price OR to restart the entire tendering process from the NIT stage. In either case, the date and the time of the subsequent process shall be communicated to the remaining bidders.

2.14.5 3rd Step- Technical evaluation

The Bid submitted by the Bidder who has emerged as L1 Bidder in the E-Auction process, shall be scrutinized to establish technical eligibility as per Qualification Requirements of the tender.

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

- (i) Non submission of EMD in acceptable form/amount along with the response to tender.
- (ii) Bids not received by the Bid Deadline.
- (iii) Any indication of the Quoted amounts in any part of Bid, other than in the Financial Bid
- (iv) Subject to above, authorized Representative will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the tender. During the examination and evaluation of Bids, authorized Representative may seek clarifications / additional documents / Rectification of errors / Discrepancies if any in the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by authorized Representative within the timeline intimated by the authorized Representative.
- (v) It shall be the responsibility of the Bidder to ensure that all the documents have been successfully uploaded on the e-procurement platform. No reminders in this case shall be sent. It will be the sole responsibility of the Bidders to remove all the discrepancies/infirmities and upload/furnish additional documents as requested by authorized Representative, to the satisfaction of authorized Representative. Authorized Representative shall not be responsible for rejection of any Bid on account of the above.
- (vi) Bids meeting the Technical eligibility criteria and the Qualification Requirements specified in this tender shall be declared technically responsive and the corresponding Bidder shall be declared as the Successful Bidder.

2.15 AWARD OF L.O.A AND OTHER PROCESSES:

The successful bidder will be awarded with a Letter of Award (L.O.A) within 30 days from the issue of LOA, the Bidder would be required to enter into the formal Agreement. The Successful Bidder shall match the lowest annual O&M cost of the Technically Qualified

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Bidder. The Agreement shall be executed between the Bidder and NREDCAP.

The Authorized Representative reserves the right to change the required capacity without assigning any reasons whatsoever.

After completion of selection of the Successful Bidder as per the process outlined above, Letter of Intent will be sent to the Successful Bidder accompanied by the finalized Financial Bid clearly indicating the finalized Quoted Tariff for the purposes of the agreement.

The 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 Authorized Representative within seven (7) days of issue of LoA.

2.16 Power to Remove Difficulties

If any difficulty arises in giving effect to any provision of the Bid document guidelines or interpretation of the Bid document guidelines or there is a requirement to modify the Bid document guidelines for better implementation, the matter may be considered by the authorized Representative for this purpose and its decision will be final.

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CHAPTER-3

SCOPE OF WORK

1. Design & Engineering of the solar modules & arrays with associated system comprising of DC system (cables & JB's), inverters, transformation to the required voltage for necessary synchronization at suitable voltage level, switch-gears along with adequate protection and monitoring facilities upto the synchronization point(s).
2. Optimum design and engineering of suitable floating structures for mounting the modules which are properly anchored and moored with anti-corrosion protection so as to have minimum maintenance requirements during operational years of the plant.
3. Supply and erection of all the components including structures with necessary packaging & forwarding, transportation, loading, unloading and site-storage required for successful implementation of the project up to the inter-connection point.
4. Integrated microprocessor-based SCADA with required software & hardware for control & monitoring of SPV plant as per best standards.
5. Design & implementation of scheme with compatible software & hardware for accessing the SCADA data remotely at a location.
6. All associated electrical works required for interfacing with the grid.
7. All associated civil engineering works like:
 - i. Construction of floating structures, anchoring and mounting structures for SPV panels.
 - ii. Arrangement of facilities for module washing.
 - iii. The life of the project shall be minimum 25 years after commercial production with degradation in guaranteed efficiency / output not reducing below 90% during the first ten years period.
 - iv. Developing and maintaining necessary infrastructure for site office, electrification arrangements, water supply arrangements, lighting etc.,
8. The work shall include laying of suitable electric lines of desired Voltage with suitable protection and metering and suitable transformers as per Indian Electricity Act.
9. The EPC agency shall undertake the operation & maintenance with necessary labour, spares, consumables etc., during the operation period of 10 years from the date of commissioning of the project. The operating agency shall procure and use necessary spares, consumable and maintenance tools for trouble free operation including spare parts during the operation period.
10. The operating agency shall supply, erect and commission step-up transformers and associated electrical works and fencing around the transformers and electric lines up to the metering point and development of metering yard duly providing tested and accepted metering equipment with required protection as per the approved standards of APCPDCL / Competent authority.

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11. The power shall be injected at the existing transformer and/or by installing required transformer and metering arrangement as per the statutory requirements and guidelines of APCPDCL under net metering policy.
12. The Solar plants installed shall be in conformity with BIS standards and the Ministry of New & Renewable Energy resources guidelines. All necessary approvals/ clearances/ statutory approvals from all the concerned like APCPDCL or any other Govt./ Semi Govt./ Local Authority shall be obtained by the agency at their cost. NREDCAP will extend necessary assistance in obtaining all clearances and approvals to enable the operating agency to perform the work.
13. The operating agency shall operate the solar plants in consonance with the Indian Electricity Act, various Labour laws and regulations of Govt of AP/Govt of India, AP Transco, AP DISCOMs and NREDCAP.
14. The bidder shall have the responsibility of obligation to make available the spares, servicing facilities etc., of the equipment for the entire life span of the project i.e., for a period of 25 years from the date of commissioning of the project. The choice of using the services of operating agency or otherwise vests with Guntur Municipal Corporation, on completion of 10 years operation period.
15. Necessary metering arrangements and other infrastructure requirements at delivery points shall be in the scope of the bidder to avail the net metering facility as per the policies / regulations / guidelines.
16. The bidder will be permitted to install Floating Solar P.V. Power plant for agreed capacity only in the allotted Tank. After commissioning of the plant, any modification/ alterations/ to the plants/ infrastructure shall be with prior written approval of the competent authority of Guntur Municipal Corporation only. No other activities should be allowed to be carried out at the project location by the agency.
17. The bidder shall make his own project cost estimate with the latest technology. Any further expansion over the agreed capacity shall be with the written approval of competent authority NREDCAP/Guntur Municipal Corporation, as per the terms decided by Guntur Municipal Corporation.
18. The developer shall be wholly responsible for arranging transmission access from the station switchyard of the Project up to the Interconnection Point. The Project should be designed for interconnection with the distribution network of APCPDCL at desired voltage level.
19. The interconnection line from Project switchyard to the Location has to be constructed and maintained by the agency at his cost. The entire cost of transmission, construction of lines, metering equipment, losses, supervision charges etc., from the Project up to the Interconnection Point shall be borne by the bidder and shall not be reimbursed by NREDCAP or Consumer.
20. The bidder shall adhere to the “scope of work” as per the offer document submitted. The

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- selected bidder shall maintain the quality and standards as per the offer document. A third party i.e., either the consultant of NREDCAP/Consumer and / or nominee of NREDCAP/Consumer shall have the right to inspect the works while assembling the equipment or shall be permitted to inspect at the Agency's works before dispatch of material to site.
21. The Agency has to prepare / design suitable equipment duly designing the evacuation facilities as per the specification of India Electricity Act/CEA and get the approval of competent authority.
 22. The security, watch and ward during the construction period and also during the operation of the plant is the responsibility of the bidder.
 23. Supply, erection and commissioning of step-up transformers and associated electrical works, and fencing around the transformer and internal cables up to the metering yard and preparation of metering yard duly providing tested and accepted metering equipment with protections as per the approved standard of APCPDCL / competent authority is the responsibility of the bidder. The bidder as per the standards and approval of APCPDCL shall also undertake the evacuation arrangement at his own cost.
 24. The responsibility of obtaining connectivity with the distribution system will lie with the bidder. Delivery of power to the point of inter-connection where the metering is done shall be the responsibility of the bidder at its own cost. The installation of equipment for metering will be the responsibility of the bidder as per the prevailing statutory norms.
 25. The bidder at his cost shall obtain all necessary statutory approvals as are necessary and required from APCPDCL, NREDCAP or any other Govt. / Semi Govt. / Local authority for the project. The NREDCAP/Guntur Municipal Corporation shall render reasonable assistance to the Agency in obtaining all clearances and approvals to enable the agency to perform the work.
 26. The Agency shall train Engineers / staff of NREDCAP and Guntur Municipal Corporation on operation and maintenance at free of cost.
 27. The Agency will be permitted to construct some temporary labour camps at work site, which would be kept for a maximum period of four(4)months from the date of commencement of construction and However, the Agency shall take prior approval of Guntur Municipal Corporation.
 28. The Agency, its assignee or any financial institution would have no lien, right to mortgage or any other type of right of title on the project locations provided by the Guntur Municipal Corporation for the project.
 29. The Agency shall designate a representative (who shall normally be project manager) who shall act as a single point of contract for the operating agency.
 30. The Agency and its employees and representatives shall, at all times, abide by the general

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

code of conduct set forth by the Guntur Municipal Corporation, during their stay at site.

31. The bidders are free to adopt their own technology and quote their rate. They shall furnish the detailed methodology and technical parameters along with the Bid.
32. Safety Measures:
 - a) The Agency shall, in the course of execution of the work, take all necessary precautions for the protection of all persons and property. The Contractor shall take adequate measures to protect the persons from accident during the work / operation of plant including necessary insurances of men, materials, plants etc., as per statutory requirements.
 - b) In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking in proper precautionary measures, the contractor shall be responsible and must make good the loss/ the damage at his own cost to the satisfaction of the department; and the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.
33. Before commencement of work, the agency shall submit work schedule of different events like, i) Construction period, ii) Commission period, iii) Production period.
34. The agency shall inform all statutory conditions to be followed; a) during construction stage, b) during operation & maintenance stage. (c) The agency shall furnish the generation and maintenance schedules every year, during peak and non-peak season.
35. The agency has no right to claim any damages/ claims / Insurance and other incidental charges from NREDCAP or Guntur Municipal Corporation.
36. The agency has to make their own arrangements for procuring the required water at their own cost. However, in case water is available at the nearby point, Guntur Municipal Corporation will provide water to the extent of availability.
37. The agency has to maintain the premises and surroundings neatly, Hygienic & Tidy at their cost.
38. Construction of accommodation quarters to their staff/ workers at proposed site is strictly prohibited.
39. The Agency has to cut trees as per minimum requirement with prior permission of the Guntur Municipal Corporation authorities.
40. The Agency can raise funds for the project work from financial agencies / banks. However, the operating agency or its assignee or any financial institution would have no lien, right to mortgage or any other type of right of title on the project locations provided by the Guntur Municipal Corporation for the project.
41. The Agency shall not encumber, assign or mortgage project assets except for getting finance for execution of the project.

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

42. The NREDCAP/Guntur Municipal Corporation render all cooperation and help and to do all acts and deeds as are necessary to the agency for obtaining necessary statutory permissions, approval from Govt. agencies / bodies / departments as are required under various laws, bye-laws, rulings and regulations in force from time to time and give assistance in liaison with various departments and office.
43. The Agency has to maintain the Project in accordance with established Prudent Utility Practices.
44. The Agency has to carry out the operation, maintenance, overhaul of the plant, equipment, works, switch yard and cables and equipment up to the interconnection Point of the Project in coordination with the APCPDCL/Guntur Municipal Corporation officials.
45. The agency is responsible for all payments on account of any taxes, cess, duties or levies imposed by any government or competent statutory authority on the equipment, material or works of the Project or on the energy generated or consumed by the Project Developer or the Agency or on the income or assets of the Agency.
46. The agency is responsible in obtaining necessary approvals, permits or licenses for operation of the Project and under the provision of the relevant laws.
47. The agency shall comply with the provisions of the Grid Code. Notwithstanding any provision in this Agreement, the Agency shall comply with the state Grid Code, dispatch practices, performance standard, protection & safety as required as per the rules & regulations in force as applicable from time to time in the State of AP.
48. The agency shall obtain necessary approval of APCPDCL in respect of Interconnection Facilities and synchronization of the Project with grid and equipment required to avail net metering facility.
49. The agency shall maintain necessary spares to replace damaged parts in the plant without delay.
50. The Agency shall not dismantle and take away Project machinery and Interconnection Facilities during the Term of the Agreement.
51. Governing Law: All the correspondence shall be in the English language and shall be governed by law of Republic of India.
52. Settlement of disputes: In case of disputes, the decision of VC & MD, NREDCAP is final and binding.
53. JURISDICTION: For the purpose of this agreement all the transactions shall be deemed to have taken place within the state of ANDHRA PRADESH and the courts in ANDHRA PRADESH shall have jurisdiction over the matters arising under or out of this agreement.
54. Insurance: The agency shall obtain necessary insurance coverage for the solar plants at his cost for construction stage and operating period of 10 years. Necessary insurance in respect of work force and third party shall also be obtained and maintained by the agency at his cost.

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

55. Taxes & Duties

- (a) The prices shall be inclusive of all taxes & levies including Service Tax etc.
- (b) The taxes quoted should include GST, etc. duties and any other levy attracted to the item applicable from time to time. No extra taxes & duties will be paid apart from the amount quoted.
- (c) NREDCAP / Guntur Municipal Corporation shall be authorized to deduct any tax as applicable from the bidder. Deduction of all statutory and necessary Tax from each bill will be made as per Government Orders prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.
- (d) All future increase in taxes, duties and levies on energy generated will have to be borne by the Agency.

57. Assured power generation:

- (a) The Agency/Bidder shall indicate the generation guarantee in KWh annually for 500 KWp capacity Floating solar power project installed at the interconnection point under this contract.
- (b) The Bidder shall provide minimum generation guarantee of 6.50 Lakhs per annum. If the Bidder guarantee the generation less than 6.50 lakhs per annum, the bid will be rejected.
- (c) In case of failure to deliver the power guaranteed on annual basis except for reasons contributory to Act of GOD and / or Force majeure, the rate of compensation would be the cost of power per unit purchased by Guntur Municipal Corporation from APCPDCL for each of unit of power fall short of guaranteed generation. As per the norms, annual degradation in generation @1% will be considered for each year until 10 years period.
- (d) In case of short fall in generation, the bidder shall pay necessary remedial measures at his cost for achieving the guaranteed generation.

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

CHAPTER -4

TECHNICAL SPECIFICATION

4.1 Plant requirements and general specification for supply, erection and commissioning.

S.No.	Description
1.	Capacity of Solar PV plant : 500 KWp Floating Solar Power Plant
2.	Type of SPV Module : Mono/Poly Crystalline
3.	Rating of SPV Module : 300Wp or higher rating
4.	Power Conditioning Units (Inverters) : As per the MNRE Standards
5.	SCADA System : Complete Plant Equipment
6.	Switchgear : LT & HT

- i. Module Floating Structures
 - ii. Junction boxes.
 - iii. Cables and accessories.
 - iv. Earthing and Lightning protection.
 - v. AC and DC Distribution Boards containing LT Switchgear & metering.
 - vi. Control and protective Relaying Equipment.
 - vii. Switchgear i.e., Vacuum Circuit Breaker, CTs, Air Break Isolator, LAs, PTs including Double/Four Pole Structure along with metering at HT outgoing feeder etc., as per the site conditions and statutory requirements of APCPDCL.
 - viii. DC Battery Bank with suitable voltage rating, Battery Charger, DC Distribution Board & UPS System with suitable backup battery for SCADA/HMI.
 - ix. SCADA system and the equipment required for online control & performance monitoring of the plant and remote monitoring & control.
 - x. Illumination System & internal Wiring for Solar Power Plant.
 - xi. Module cleaning system.
 - xii. Fire fighting systems.
 - xiii. Comprehensive Maintenance of the equipment including plant insurance, spares & consumables for 10 years from the Date of commissioning.
- 4.2 The bidder is advised to visit the site to acquaint the site conditions, before submission of his bid. The necessary site clearances shall be done by the Selected bidder.
- 4.3 The bidder shall clearly specify the **guaranteed output (DC Input at PCU and AC output at the Metering LT/HT)**, both minimum and maximum for the site conditions and all other

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technical parameters, expected electricity generation from the plant, overall performance ratio of the plant, the applicable correction factors/curves, model calculations for performance testing, etc along with their bid. The bidder shall also indicate the estimated generation from the plant month wise and basis for arriving such assessment viz., solar insolation, correction factors, etc. In case of non-submission of the data, it is the discretion of the NREDCAP whether to consider the least values of all the other bids for comparison or total rejection of the bid. NREDCAP will not entertain post-tender correspondence with any bidder.

- 44 a) Total Solar Plant shall be guaranteed for satisfactory performance of 10 Years.
- b) Further the bidder shall guarantee the
- Performance of solar P.V. Modules and PCU/inverters as mentioned in detailed Technical specification of the respective components.
 - Availability of Spares for 25 Years for PCU from the date of Commissioning of Plant
- 45 The bidder shall provide supporting documents i.e., model test reports, etc for arriving to the stated guaranteed energy at the HV side of the transformer.

46 Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

The Solar PV plant must be in conformity with the Ministry of New and Renewable Energy (MNRE) guidelines. The valid type approval is to be provided or otherwise self-certification as per the guidelines of MNRE shall be provided.

Technology Selection: The SPD shall set up Solar PV Plant including the transmission network up to the Interconnection Point, at its own cost and in accordance to the provisions of this Bid document.

47 Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

The Solar PV plant must be in conformity with the Ministry of New and Renewable Energy (MNRE) guidelines. The valid type approval is to be provided or otherwise self-certification as per the guidelines of MNRE shall be provided.

Technology Selection: The SPD shall set up Solar PV Plant including the transmission network up to the Interconnection Point, at its own cost and in accordance to the provisions of this Bid document.

The Projects to be selected under this Bid document shall deploy PV Technology. However, the selection of Projects would be technology agnostic within PV technology and crystalline silicon can be installed.

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

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4.8 PV Module Qualification

1.1 The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules : IEC 61215

1.2 In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. The PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

4.9 Power Conditioners/ Inverters

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

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2
Electromagnetic Compatibility (EMC)	IEC 6500 series-relevant parts
Electrical Safety	IEC 62109-1&2
Protection against Islanding of Grid	IEEE1547/UL1741

4.10 Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance (IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 600-1800 Volts DC for outdoor installations should comply with the draft EN50618 for service life expectancy of 25 years).

4.11 Authorized Test Centers

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

4.12 Warranty

PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

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4.13 Performance Monitoring

Floating Solar PV Power Plant must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to NREDCAP/Guntur Municipal Corporation or any other designated agency on line and/or through a report on regular basis every month for the entire duration of agreement. In this regard they shall mandatorily also grant access to NREDCAP/Guntur Municipal Corporation or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

The Project proposed shall be connected to nearest interconnection point for easy power evacuation, as approved by the APCPDCL, within the time frame stipulated at their cost of the developer.

The Agency shall deploy commercially established technologies for generation of Solar Power.

All future increase in taxes, duties and levies on energy generated will have to be borne by the Solar Power Developer.

The Agency shall own, operate and maintain Interconnection Facilities from Project to grid interfacing point from time to time and necessary expenditure shall have to be borne by the Solar Power Developer.

The Agency shall deploy components/equipment for the STP/SPV complying with approved/minimum technical standards as per International Electro technical Commission (“IEC”) & Bureau of Indian Standards (“BIS”) or technical standards that are as specified by Ministry of New and Renewable Energy (“MNRE”) as amended from time to time at the cost of the agency.

4.14 Acceptance/Performance Test

Prior to synchronization of the Project, the contractor shall be required to get the Project certified for the requisite Acceptance/Performance test as may be laid down by CE/APTRANSCO/APCPDCL or an agency identified by APCPDCL/NREDCAP to carry out testing and certification for the Solar Power Projects.

4.15 Verification by NREDCAP/Guntur Municipal Corporation

The contractor shall be further required to provide entry to the site of the project free of all encumbrances at all times during the Term of the Agreement to NREDCAP and/ or Guntur Municipal Corporation for inspection and verification of the works being carried out by the Agency at the site of the Project.

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The APCPDCL/NREDCAP/Guntur Municipal Corporation may verify the construction works/operation of the Project being carried out by the Agency and if it is found that the construction works/operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from the Agency or require the works to be stopped or to comply with the instructions of such third party.

4.16 Synchronization, Commissioning and Commercial Operation

The Solar Power Developer shall give written advance intimation to the concerned APCPDCL, Guntur Municipal Corporation officials and NREDCAP and obtain necessary permissions to synchronize the Project to the grid system.

The synchronization equipment shall be installed by the bidder at its generation facility of the Project at its own cost. The Solar Power project shall be synchronized with the Grid System only after the approval of synchronization scheme is granted by the appropriate authority and checking/verification is made by the concerned authorities.

The bidder shall commission the Project within four (4) Months of the date of issue of Letter of Award and handing over of site whichever is later, if there are delays penalties will be imposed as per the tender conditions.

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

CHAPTER-5

TERMS OF PAYMENT

5.1 TERMS OF PAYMENT

A. EPC contract:

i) Within the Contractual delivery period:

- a) 60% of the EPC value will be paid within 30 days on receipt and acceptance of the material in good condition at site and installation of the system and on receipt of funds from user organization.
- b) 37% of the EPC value will be paid within 30 days on successful Erection and Commissioning of the plant and on handing over the system to User organization and after 30 days of successful performance and on receipt of performance report from the user agency and on receipt of funds from user organization.
- c) Balance 03% of the contract value shall be released at the end of 5 years from the date of commissioning of the system on successful completion of warranty period on submission of satisfactory performance of system duly certified by User organization or against Performance Bank Guarantee valid for a period of five years from the date of commissioning and on receipt of funds from user organization.

ii) Beyond the contractual delivery period:

- a) 50% of the EPC value will be paid within 30 days on receipt and acceptance of the material in good condition at site and installation of the system;
- b) 30% of the EPC value will be paid within 30 days on successful Erection and Commissioning of the plant and on submission of handing over certificate;
- c) 20% of the EPC value will be paid after three months from the handing over of the plant and on submission of generation report subject to settlement of liquidated damages and other recoveries to be made;

B. Operation & Annual Maintenance Charges:

Annual maintenance charges will be paid on pro-rata basis half yearly after completion of satisfactory maintenance of the plant.

NOTE:

1. The payment will be processed only after submission of contractor's commercial invoice along with required documents like test certificates, inspection reports, bank guarantees, etc.
2. Payments shall be made through account payee cheques only.

5.2 Liquidated Damages:

In case the bidder fails to achieve the successful commissioning of the plant within the due date for completion as indicated in these bid documents, then the Corporation shall levy the

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

liquidated damages on the contractor at the rate of 1% (one percent) of the contract price per week of delay or part thereof subject to a maximum of 10% of total contract price. Liquidated Damages so levied will be recovered from the supply/erection bills of the bidder.

5.3 Pre-Commissioning Trails and Initial Operations

The pre-commissioning trails and initial operations of the equipment supplied by the contractor shall be the responsibility of the contractor. The contractor shall provide, in addition, any special instruments/ calibrating devices, etc., if required for the successful performance of these trials.

5.4 Commissioning Report

During trail operations all readings shall be jointly maintained and signed by the Contractor, Guntur Municipal Corporation and NREDCAP. On successful completion of trail operations, a report shall be jointly prepared and signed indicating results of all the tests / checks and trail operation readings.

5.5 Raising of Invoice / Bills

After completion of works, the contractor shall raise bills / invoices in triplicate in the name of NREDCAP, Tadepalli along with the delivery challans for arranging release of payment as per the terms of the contract. The bills / invoices shall be certified by the officials of NREDCAP.

5.6 Handing Over

Upon successful completion of erection, testing and commissioning in respect of all equipment under the scope of the specification, the Contractor shall handover the project to Guntur Municipal Corporation Authorities and a handing over certificate duly counter signed by the official of NREDCAP, as a proof of final acceptance of the equipment shall be submitted. Such certificate shall not unreasonably be held up on account of minor omission or defects, which does not affect the commercial operation or do not constitute any serious risk to the equipment. The contractor shall undertake to make good such omissions and defects at the earliest possible time. The estimated amount as decided by the NREDCAP for making good such omissions or defects or deficiency in observed performance over the assessed or guaranteed performance shall be deducted from the invoice of the contractor and the amount deducted shall be paid as soon as the omissions or defects are rectified or made good the financial loss, etc to the satisfaction of NREDCAP. The handing over certificate however shall not relieve the contractor of his obligation which otherwise survive by the terms and conditions of the contract after issuance of such certificate.

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

CHAPTER-6

FORCE MAJEURE

6.1 FORCE MAJURE CONDITIONS

- i. The supplier shall not be liable for any delay or failure to supply the materials/ equipment for reasons of Force Majeure such as Acts of God, Acts of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes, Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.
- ii. The contractor shall within 10 days from the beginning of such delay notify to the Corporation in writing the cause of delay. The corporation shall verify the facts and grant such extension of time as facts justify.
- iii. No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.
- iv. If the performance in whole or part by the contractor or any obligation under the Contract is prevented or delayed by “Force Majeure’ conditions for a period exceeding 60 days, the NREDCAP may at his option terminate the contract by notice in writing.

6.2 Cancellation of Order:

NREDCAP reserves the right to cancel the contract in part or in full by giving two weeks notice there by, if

- ✓ The bidder fails to comply with any of the terms of the contract.
- ✓ The bidder becomes bankrupt or goes into liquidation.
- ✓ The bidder make general assignment for the benefit of the creditors and
- ✓ Any Receiver is appointed for the property owned by the contractor.

6.3 Jurisdiction:

All and any dispute or difference arising out of or touching the contract shall be decided only by the courts or Tribunals situated in AP. State Jurisdiction.

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

Format- I

BIDDERS UNDERTAKING COVERING LETTER

(Letter shall be submitted on Bidder(s) Letter Head)

Ref No:

Date:

To

The V.C & Managing Director
New & Renewable Energy Development Corporation of A.P Ltd.
(NREDCAP)
Regd. Office: # 12-464/5/1, River Oaks Apartment,
CSR Kalyana Mandapam Road,
Tadepalli,
Guntur District.
Pin: 522 501.

Dear Sir,

Sub: Tender for Installation, Testing & Commissioning, Operation and Maintenance(10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank - reg.

Tender Reference: NREDCAP/SE/GMC/42-235/2021-22 :Dated:02.12.2021

1. We have examined the Tender for Installation, Testing & Commissioning, Operation and Maintenance(10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank. We undertake to meet the requirements and services as required and as set out in the Tender document.
2. We have uploaded Pre-Qualification Bid, Technical Bid and Financial Bid in separate sealed covers as required by the Tender both of which together constitute our proposal, in full conformity with the said Tender.
3. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. We undertake, if our Bid is accepted, to adhere to the requirements as specified in the Tender or such modified plan as may subsequently be agreed.
5. We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid response for a period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of empanelment, shall constitute a binding contract between us and NREDCAP.

6. We affirm that the information contained in the Technical Bid or any part thereof, including its schedules, and other documents, etc., delivered or to be delivered to NREDCAP is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead NREDCAP as to any material fact.

7. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the bid response without assigning any reason whatsoever.

8. It is hereby confirmed that I/We are entitled to act on behalf of our company/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

9. We also declare that our Company/Organization is not blacklisted by any of the State or Central Government and organizations of the State or Central Government.

10. We undertake to use the BOS components other than PV Modules and Solar grid tied Inverters as per the standards stipulated.

Signature of the authorized person:

Name of the authorized person:

Designation:

Name and Address of Bidder

Stamp of bidder

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am (Name) (Designation), and that (Name)..... who signed the above Bid has been duly authorized to sign the same on behalf of our Organisation.

Date:

Signature:

Seal:

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

FORMAT-II

GENERAL DETAILS OF THE BIDDER

S.No	Description	Details
1	Name of the Applicant:	
2	Full address (Registered Office) with Phone/ Fax/ Email	
3	Head office (if different from Regd. Office) with Phone/ Fax/ Email details	
4	Name of the contact person with designation and Phone/ Fax/ Mobile No/ Email	
5	Type of the organization: (Public Sector/Limited/Private Limited Partnership/Proprietary /Society/Others.)	
6	Chief of the organization (s)	
7	Registration details Registration certificate with MoCA and Memorandum of articles of association	
8	PAN No (Enclose copy of the certificate)	
9	GST registration Certificate (Enclose copy of the certificate)	
10	Net Worth Certificate from registered Chartered Accountant as on 31.03.2021	
11	Activities of the Company – Enclose Company profile/ Brochures, etc.,	

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

TECHNICAL BID

FORMAT-III

Details of year wise Turnover of the company during the last Five (s) financial years by the Tenderer from 2016-17 to 2020- 21.

Sl. No.	Financial Year	Value in Rs.
1.		
2.		
3.		
4.		
5.		

- a) Attach certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Clearance certificate.
- b) Net worth certificate from Chartered Accountant shall also be attached.

Signature of the Tenderer

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

FORMAT-IV

Details of solar power plants designed, supplied, erected, commissioned grid connected / interactive Solar PV power plant executed by the Tenderer during the last five financial years from 2016-17 to 2020-21.

Sl. No	Name of the work	Capacity (MW)	Client details	Agreement No. & dated.	Value of Contract	Stipulated period of completion	Actual date of completion	Total value of work done.
1	2	3	4	5	6	7	8	9

Please give year wise financial breakup of each project. Also attach certificates issued by the competent authority as a proof of the above.

Signature of the Tenderer

FORMAT-V

Supporting details of having design, supply, erection, commissioning of SPV-based grid connected Solar power plants with cumulative installed capacity of 5MWp or above (at one or more projects), during last 5 years from 2016-17 to 2020-21 by the lead member in consortium and also for the individual bidder.

Sl. No	Name of the work	Capacity (KWp / MWp)	Client details	Agreement No. & dated.	Value of Contract	Stipulated period of completion	Actual date of completion	Total value of work done.
1	2	3	4	5	6	7	8	9

Please attach certificates issued by the competent authority as a proof of the above.

Signature of the Tenderer

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

FORMAT-VI

Supporting details of having design, supply, erection, installation & commissioning of SPV-based grid connected Solar power plant of atleast one project of 500 KWp capacity at single location during the last 5 years.

Sl. No	Name of the work	Capacity (KWp)	Client details	Agreement No. & dated.	Value of Contract	Stipulated period of completion	Actual date of completion	Total value of work done.
1	2	3	4	5	6	7	8	9

Please attach certificates issued by the competent authority as a proof of the above.

Signature of the Tenderer

FORMAT-VII

Supporting details of having designed, supplied, erected, commissioned of SPV-based grid connected **Floating Solar power plant** of at least one project of minimum 500 KWp capacity (only erection) during the last 5 years by the consortium group or individual bidder.

Sl. No	Name of the work	Capacity (KWp)	Client details	Agreement No. & dated.	Value of Contract	Stipulated period of completion	Actual date of completion	Total value of work done.
1	2	3	4	5	6	7	8	9

Please attach certificates issued by the competent authority as a proof of the above.

Signature of the Tenderer

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

FORMAT-VIII

Availability of Key Personnel

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

Sl. no	Name	Designation	Qualification	Total Experience	Working with the Tenderer since

Signature of the Tenderer

FORMAT-IX

Information on litigation history in which Tenderer is the Petitioner.

Sl. no	Case No/ year	Court where filed	Subject Matter / Prayer in the case	Respondents i.e., SE / CE	Present stage

Signature of the Tenderer

FORMAT-X

DECLARATION

I / WE have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department in Andhra Pradesh or in any State due to any reasons.

Signature of the Tenderer

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

FORMAT-XI

FINANCIAL BID

Ref No: NREDCAP/ SE/GMC/42-235/2021-22, Dated:02.12.2021

Name of Work: Installation, Testing & Commissioning, Operation and Maintenance (10 years) of 500kwp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank belongs to Guntur Municipal Corporation.

We declare that following are our prices for “Installation, Testing & Commissioning, Operation and Maintenance for the 1st year of 500kwp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank belongs to Guntur Municipal Corporation belongs to Guntur Municipal Corporation as per the bid document along with grid connecting equipment and associated Civil works on EPC Basis. These prices are for the entire scope of work as indicated in the tender document, terms and conditions mentioned in Bid Documents. The evaluation of the tender will be done based on EPC rate quoted. The bidder shall quote annual O&M charges from 2nd year onwards with annual escalation for a period upto 10 years.

EPC:

Sl. No.	Item Description	Rates in Rupees (500 KWp)
1.	Ex-works Price including GST	
2.	Packing and forwarding charges including GST	
3.	Transit and Storage cum Erection insurance charges inclusive of GST	
4.	Third party inspection charges inclusive of GST	
5.	Freight charges inclusive of GST	
6.	Installation & Commissioning Charges inclusive of GST	
7.	Any other Taxes and duties	
8.	Total (in Figures)	
10	Total (in Words)	

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

O&M:

Sl. No.	Item Description	Rates in Rupees (500 KWp)
1.	O&M Charges for 2 nd Year including GST	
2,	Yearly escalation required on O&M charges (2 nd to 10 th year).%

Guarantee generation:

Sl. No.	Item Description	Guaranteed Energy (MU) for 500 KWp capacity	
		In Figures	In Words
1	Energy guaranteed in the 1 st year		

Signature of the Bidder with Seal

Certified that:

- Above rates are in accordance with specifications of various terms & conditions mentioned in the tender document.
- In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
- The Tax particulars shall be indicated in a separate sheet for each item

Authorized Signature:

Name:

Designation:

Name & Address of the
Company

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

CHECKLIST

S.No	Description	Submitted
PRE-QUALIFICATION DOCUMENTS		
1	Covering letter as per the Format -I	Uploaded online
2	Authorization letter for signing of tender document	Uploaded online
3	PAN	Uploaded online
4	GST registration Certificate	Uploaded online
5	Bid Processing Fee of Rs.50,000 (plus GST) by way of DD	Uploaded online
6	EMD for Rs. 5.00 lakhs in favour of VC & Managing Director, NREDCAP, Tadepalli by way of DD / Bank Guarantee in any Nationalized / Scheduled Banks.	Uploaded online
7	General Details of the Bidder (Format -II)	Uploaded online
8	Documentary Proof that they are in Solar plants field for past 5 years.	Uploaded online
TECHNICAL BID DOCUMENTS		
9	FORMATS-III to X along with the relevant enclosures	Uploaded online
10	Any other information the applicant wants to furnish	Uploaded online
FINANCIAL BID DOCUMENT		
11	FORMAT-XI	Uploaded online

Note:-

All the pages of the document, enclosures shall be signed by the Bidder.

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

FORMATS OF SECURITIES PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS (Name of the Contractor) (here in after called “the Tenderer”) has submitted his tender response to NIT No..... dated:..... for the work “.....” (Name of work) (hereinafter called “the tender”).

KNOWN ALL MEN by these present that we

.....(Name and Address of Bank)..... (hereinafter called “the Bank”) are bound unto...../(Vice-Chairman & Managing Director, NREDCAP, Tadepalli, Guntur District) in the sum of *

..... for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the Bank this day of20.....

THE CONDITIONS of this obligation are:-

- (1) If after Tender opening the tenderer withdraws or modifies his Bid during the period of bid validity specified in the Form of Tender.
- (2) If the Tenderer having been notified of the acceptance of his bid by the Department during the period of validity.
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the performance Security in accordance with the instructions of Tenderers.

We undertake to pay to the Corporation up to the above amount upon receipt of his first written demand, without the Department having to substantiate his demand, provided that in his demand the Department will note the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date** after the dead line for submission of Tenders as such deadline is stated in the Instructions to Tenders or as it may be extended by the Corporation, notice of which extensions to the bank is hereby waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

DATE..... SIGNATURE OF THE BANK

WITNESS..... SEAL.....

(Signature, Name and Address)

- * The Tenderer should insert the amount of the EMD in words and figures denominated in Indian Rupee. This figure should be the same as shown in the NIT.
- ** The Bank guarantee shall be valid upto 31.01.2022 with claim period of one month thereafter.

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as selected Agency) submitting the response to Bid document inter alia for selection of the agency for Design, Engineering, Supply, Installation, Testing & Commissioning, Carrying of generated power upto low & high lift pump houses, Operation and Maintenance of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank in Guntur Municipal Corporation, Guntur District, Andhra Pradesh, in response to the Bid document dated:02.12.2021 issued by NREDCAP (hereinafter referred to as Authorized Representative) having its Registered Office at Tadepalli, Guntur district, Andhra Pradesh and authorized Representative considering such response to the Bid document of[*insert the name of the selected Agency*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and the Agency and issuing Letter of Intent No _____ to (*Insert Name of selected Agency*) as per terms of Bid document and the same having been accepted by the selected agency.

As per the terms of the Bid document, the_ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to the NREDCAP, Tadepalli, Guntur district forthwith on demand in writing from Vice- Chairman & Managing Director, NREDCAP or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [*Total Value*] only, on behalf of M/s _____[*Insert name of the selected Agency / Project Company*].

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

Our Guarantee shall remain in force until.....[*Insert date corresponding to the Bid document*] shall be entitled to invoke this Guarantee till.....[*Insert date corresponding to thirty (30) days after the validity of the Performance Bank Guarantee.*

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

The Guarantor Bank hereby agrees and acknowledges that[Insert name of the NREDCAP with which Agreement will be signed] shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to..... The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by..... [Insert name of the selected Agency / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require [Insert name of the NREDCAP with which Agreement will be signed], to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against.....[Insert name of the NREDCAP with which Agreement will be signed] in respect of any payment made hereunder

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and Accordingly,

NREDCAP shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Agency / Project Company, to make any claim against or any demand on the selected Agency / Project Company or to give any notice to the selected Agency / Project Company or to enforce any security held by NREDCAP or to exercise, levy or enforce any distress, diligence or other process against the selected Agency / Project Company .

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____(Rs. _____ only) and it shall remain in force until[Insert date corresponding to the Bid document]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if

Tender for Installation, Testing & Commissioning, Operation and Maintenance (10 Years) of 500KWp Floating Solar Power Plant at Sangam Jagarlamudi Summer Storage Tank

.....[Insert name of the NREDCAP with which Agreement will be signed] serves upon us a written claim or demand.

Signature _____
Name _____, Power of Attorney No. _____

For _____ [Insert Name of the Bank] _____, Banker's Stamp and Full Address.

Dated this _____ day of _____, 20_____

Witness:

- 1.
..... Signature
Name and Address
- 2.

Signature
Name and Address

Notes:
The Stamp Paper should be in the name of the Executing Bank and of appropriate value.