

CORRIGENDUM – 5

Ref: NREDCAP/PMSG/SC&ST/07/2025

Date: 08.08.2025

Name of the Work: Request for Selection (RfS) of EPC Contractors/ RTS Vendors for Design, Engineering, Supply, Installation, Testing & Commissioning and O&M for 5 years of 1,198.21 MWp Grid Connected Rooftop Solar Plants for 5,99,105 SC and ST Consumers through Utility Led Aggregation (CAPEX) Mode in APDISCOMs under PM-Surya Ghar: Muft Bijli Yojana

Amendments in RfS Document:

RfS Page No.	RfS Clause No.	Section / Particular	Earlier Description	Revised Description
21	1.3 (First Paragraph)	Joint Ventures (JV)	The bidders can also participate as a Joint Venture containing not more than three firms/companies. Each partner of the Joint Venture shall meet the Financial Eligibility Criteria proportionate to their equity ownership in the Joint Venture. <u>However, in order for a Joint Venture to qualify, the partners of Joint Venture must meet the following minimum criteria.</u>	The bidders can also participate as a Joint Venture containing not more than three firms/companies. Joint Venture shall meet the Financial Eligibility Criteria and Technical Eligibility Criteria collectively. <u>However, in order for a Joint Venture to qualify, the partners of Joint Venture must meet the following minimum criteria.</u>
21	1.3. c)	Joint Ventures (JV)	The JV Partners shall meet the required Financial Eligibility Criteria for Turnover & Net worth as per clause 1.2.2 in proportion to their equity ownership in the Joint Venture (Lead Partner : Other Partner 1 : Other Partner 2). Additionally, the Net worth of each partner should not be negative in the last three	The JV Partners shall meet the required Financial Eligibility Criteria for Turnover & Net worth as per clause 1.2.2 collectively. Additionally, the Net worth of each partner should not be negative in the last three financial years.

RfS Page No.	RfS Clause No.	Section / Particular	Earlier Description	Revised Description
			financial years. Illustration: A Joint Venture comprises three partners, with Lead Partner: 70% equity share, Other Partner 1: 20% equity share, and Other Partner 2: 10% equity share. The Net worth of the Lead Partner is INR 5 crore, the Net Worth of Other Partner 1 is INR 1.5 crore and the Net Worth of Other Partner 2 is INR 0.5 crore. The Net Worth of JV to be considered to meet Financial Eligibility Criteria is INR 3.85 crore {Lead Partner (INR 5 Crore x 70%) + Other Partner 1 (INR 1.5 Crore x 20%) + Other Partner 2 (INR 0.5 Crore x 10%)}	Illustration: A Joint Venture comprises three partners, with Lead Partner: 70% equity share, Other Partner 1: 20% equity share, and Other Partner 2: 10% equity share. The Net worth of the Lead Partner is INR 5 crore, the Net Worth of Other Partner 1 is INR 1.5 crore and the Net Worth of Other Partner 2 is INR 0.5 crore. The Net Worth of JV to be considered to meet Financial Eligibility Criteria is INR 7 crore {Lead Partner (INR 5 Crore) + Other Partner 1 (INR 1.5 Crore) + Other Partner 2 (INR 0.5 Crore)}
22	1.3. f) v)	Joint Ventures (JV)	The Performance Bank Guarantee shall be submitted by all the Joint Venture Partners in the proportion to their respective equity ownership in the Joint Venture (Lead Partner : Other Partner 1 : Other Partner 2)	The Performance Bank Guarantee shall be submitted by any of the Joint Venture Partners or collectively by the Joint Venture Partners.
23	1.4.iii	Divisions under Local Category	iii. the Bidder must have executed RTS projects within Andhra Pradesh in either the residential or Commercial & Industrial (C&I) sectors, under the CAPEX or OPEX implementation models.	iii. the Bidder must have executed Solar PV power projects/ Solar Pump Projects within Andhra Pradesh.
75	Format 8	Format for Joint Venture Agreement		Please refer to revised Format 8 in this Corrigendum
80	Format 9(b)	Format for Power of Attorney for Joint Venture		Please refer to revised Format 9 (b) in this Corrigendum

RfS Page No.	RfS Clause No.	Section / Particular	Earlier Description	Revised Description
84	Format 12	Financial Eligibility Criteria Requirement		Please refer to revised Format 12 in this Corrigendum

Sd/-
VC & Managing Director
NREDCAP

Format-8

FORMAT FOR JOINT VENTURE AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE
NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT AMONG;;FOR BID
SPECIFICATION NO OF NREDCAP.

This joint venture agreement executed on thisday of two thousand and
..... Among:

1. M/sa company incorporated under the laws of and
having its registered office at (hereinafter called the “lead Partner” which expression
shall include its successors, executors and permitted assigns);
2. M/s.....a company incorporated under the laws of
.....and having its registered office at
(hereinafter called the “Other Partner (1)” which expression shall include its successors, executors
and permitted assigns);
3. {if applicable} M/s.....a company incorporated under the laws of
.....and having its registered office at
(hereinafter called the “Other Partner (2)” which expression shall include its successors, executors
and permitted assigns);

Lead Partner and Other Partner(s) are hereinafter individually referred to as a “Partner”/ “Party” and
collectively as the "Partners"/"Parties".

The Shareholding in the JV among the Partners shall be as follows:

1. Lead Partner : _____%
2. Other Partner (1) : _____%
3. Other Partner (2) : _____% {if applicable}

WHEREAS:

A. The Partners intend to jointly participate as a bidder in the tender floated by New and Renewable
Energy Development Corporation of Andhra Pradesh with reference
no. _____ for Design, Engineering, Supply, Installation, Testing
& Commissioning and O&M for 5 years of 1,198.21 MWp Grid Connected Rooftop Solar Plants
for 5,99,105 SC and ST Consumers through Utility Led Aggregation (CAPEX) Mode in
APDISCOMs under PM-Surya Ghar: Muft Bijli Yojana.

B. The Partners wish to formalize their collaboration through this Joint Venture Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

In consideration of the above premises and agreements all the Partners to this Joint Venture do hereby now
agree as follows:

1. We, the Partners of the Joint Venture and Parties to the Agreement do hereby unequivocally agree that
(M/s _____), shall act as the Lead Partner as defined in the RFS for self and agent for and
on behalf of Partner(s).

2. The Lead Partner is hereby authorized by the Other Partner (s) of the Joint Venture to bind the Joint Venture and receive instructions for and on their behalf.
3. In consideration of the award of the contract to the Joint Venture, we, the parties to the Joint Venture agreement do hereby agree that M/s shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound to the APDISCOM for the successful performance of the contract and shall be fully, responsible for the Design, Engineering, Supply, Installation, Testing & Commissioning and O&M for 5 years of 1,198.21 MWp Grid Connected Rooftop Solar Plants for 5,99,105 SC and ST Consumers in accordance with the contract.
4. In case of any breach of the said contract by the Lead Partner or Other Partner(s) of the Joint Venture agreement, the parties do hereby agree to be fully responsible for the successful performance of the contract and to carry out all the obligations and responsibilities under the contract in accordance with the requirement of the contract.
5. Further, if the NREDCAP/ APDISCOMs suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the Equipment/material in meeting the performances guaranteed as per the specification in terms of the Contract, the parties of these presents undertake to promptly make good such loss or damages caused to the APDISCOM, on its demand without any demur. It shall not be necessary or obligatory for the NREDCAP/ APDISCOMs to proceed against Lead partner to these presents before proceeding against or dealing with Other Partner(s).
6. The financial liability of the Parties of this Joint Venture agreement to NREDCAP/ APDISCOMs, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Parties of the joint venture agreement.
7. It is expressly understood and agreed to by the Parties to this joint venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in separate Appendix (To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under this contract.
8. This Joint Venture agreement shall be construed and interpreted in accordance with the Laws of India and the courts of Amaravathi shall have the exclusive Jurisdiction in all matters arising there under.
9. In case of an award of a contract, we the Parties to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a Performance Security from a bank (Performance Bank Guarantee) in favour of the APDISCOM in the currency of the contract for the performance of the said contract and the contribution by the Partners to the Performance Security shall be done collectively.
10. It is further agreed to that this Joint Venture agreement shall be irrevocable and shall form an integral part of the contract and shall continue to be enforceable till the APDISCOM discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS THERE OF, the parties to this Joint Venture agreement have through their authorized representatives executed these presents and affixed common seals of their companies, on the day, month and year first mentioned above.

1. Common seal of..... has been affixed in my/our presence pursuant to the Board of Director's Resolution dated.....	For Lead Partner (Signature of authorized representative)
	Name..... Designation..... Common Seal of the Company
Signature..... Name..... Designation.....	
2. Common seal of..... has been affixed in my/our presence pursuant to the Board of Director's Resolution dated.....	For Other Partner(s) (Signature of authorized representative)
	Name..... Designation..... Common Seal of the Company
Signature..... Name..... Designation.....	

WITNESSES

1.
(Signature)

Name.....

.....
(Official address)

2.
(Signature)

Name.....

.....
(Official address)

Format-9(b)

FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE

(On Non-Judicial Stamp Paper of Appropriate value to be purchased in the Name of Bidder)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder.....have formed a Joint Venture under the laws ofand having our Registered Office/Head Office at (thereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning there of include its successors, administrators and assigns acting through M/s.....being the partner in-charge do hereby constitute, nominate and appoint M/s.....a Company incorporated under the laws ofand having its Registered / Head Office atas our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner Incharge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to specification No..... Package.....the bids for which have been invited by New and Renewable Energy Development Corporation of Andhra Pradesh Limited (NREDCAP) (hereinafter called the "NREDCAP") to undertake the following acts.

- i) To submit proposal and participate in the aforesaid Bid Specification of the NREDCAP on behalf of the "Joint Venture".
- ii) To do any other act or submit any document related to the above.

It is clearly understood that all the Partners shall ensure performance of the Contract and if one or more partner(s) fails to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the partners.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable till completion of the Warranty Period in terms of the contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the acts whatsoever the said Attorney/Authorized Representative quotes in the bid, negotiates and signs the contract with the APDISCOM and / or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this..... day of.....under the Common Seal(s) of their Companies.

For and on behalf of the

Partners of Joint Venture

.....

Format -12

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the Letter Head of the Bidding Company / Lead Partner of Joint Venture)

Ref. No.: _____

Date: _____

From: (insert name and address of Bidding Company / Lead Partner of Joint Venture)

Tel. No.:

Fax No.:

Email Address:

To

The Vice Chairman and Managing Director,
NREDCAP,
12-464/5/1, River Oaks apartments,
CSR Kalyana mandapam road,
Tadepalli, Andhra Pradesh

Sub: Request for Selection (RfS) of EPC Contractors/ RTS Vendors for Setting up of 1,198.21 MWp Grid Connected Rooftop Solar systems on identified SC-ST residential households with Division as cluster at APDISCOMs in in ULA (CAPEX) mode under PM Surya Ghar Scheme-reg.

Tender Reference: RFS No. NREDCAP/PMSG/SC&ST/07/2025, Dt. **07.07.2025**

Dear Sir / Madam,

We certify that the Bidding Company/ Joint Venture is meeting the financial eligibility requirements as per the provisions of the RfS.

I. Net Worth

The Bidder, with the support of its Affiliates, *(strike out if not applicable)* is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of INR _____ Crores *(in INR _____ only – words also)* as on _____ *(Insert the last date of Financial Year 2023-24 i.e., 31.03.2024 or Financial Year 2024-25 i.e., 31.03.2025).*

This Net Worth has been calculated in accordance with instructions provided in Clause 1.2.2 (Financial Eligibility Criteria – Net Worth) of the RfS as amended.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and / or its Affiliates(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Net Worth is to be considered	Relationship with Bidding Company*	Net Worth as on 31.03.2024 or 31.03.2025 (in INR Crore)
Company 1			
Total			

** The column for “Relationship with Bidding Company” is to be filled only in case the financial capability of Affiliate has been used for meeting qualification requirements.*

Exhibit (ii): Applicable in case Bidder is Joint Venture (to be filled by each Partner of the Joint Venture separately)

Name of Partner: (Insert name of the Partner)

Net Worth requirement to be met by Partners in the Joint Venture Collectively

For the above calculations, we have considered Net Worth by Partner in a Joint Venture and / or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Net Worth is to be considered	Relationship with Bidding Company* (if any)	Equity Commitment (in %) in Bidding Consortium	Net Worth as on 31.03.2024 or 31.03.2025 (in INR Crore)
Company 1				

		Total		

** The column for “Relationship with Partner” is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements.*

II. Average Annual Turnover

We certify that the Bidding Company, with the support of its Affiliates, *(strike out if not applicable)* is fulfilling the Average Annual Turnover criterion, by demonstrating an Average Annual Turnover of INR __ only *(in INR _____ only - in words also)* as on _____ (at least 3 of the last 5 Financial Years from FY 2019-20 to the last date of Financial Year 2023-24 or from FY 2020-21 to the last date of Financial Year 2024-25 in case audited financials are available for Financial Year 2024-25).

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per the following details:

Name of Bidding Company	Name of Affiliate(s) whose Average Annual Turnover is to be considered	Relationship with Bidding Company*	Average Annual Turnover (in INR Crore) #
Company 1			
Total			

* The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary / Chartered Accountant is required to be attached with the format.

Mention the average of any 3 Financial Years of the last 5 Financial Years that have been considered for arriving at Average Annual Turnover.

Exhibit (ii): Applicable in case of Joint Venture (to be filled by each Party in a Joint Venture separately)

Name of Party: *(Insert name of the Partner)*

Average Annual Turnover Requirement to be met by the Joint venture Members collectively

For the above calculations, we have considered Average Annual Turnover by Partner in Joint Venture and / or its Affiliate(s) as per following details:

Name of Partner	Name of Affiliate(s) whose Average Annual Turnover is to be considered	Relationship with Partner* (If any)	Equity Commitment (in %) in Joint venture	Average Annual Turnover (in INR Crore) #
Company 1				
Total				

** The column for "Relationship with Partner" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary / Chartered Accountant is required to be attached with the format.*

Mention the average of 3 Financial Years of the last 5 Financial Years that have been considered for arriving at Average Annual Turnover.

(Signature and Name of Authorised Signatory)

Date: _____

Note:

- (i) Along with the above format, in a separate sheet on the Letter Head of the Chartered Accountant's Firm, provide details of computation of 'Net Worth' and 'Annual Turnover' duly certified by the Chartered Accountant.
- (ii) Certified copies of 'Balance Sheet', 'Profit and Loss Account', 'Schedules' and 'Cash Flow Statements' are to be enclosed in complete form along with all the 'Notes to Accounts'.