



**Chhattisgarh State Renewable Energy
Development Agency (CREDA)**
(Dept. of Energy, Govt. of Chhattisgarh)

Near Energy Education Park, Village Fundhar
VIP Road (Air Port Road) Raipur (Chhattisgarh)
E-mail: contact.creda@gov.in

RFP No.: 20456/CREDA/GCSRT/ RESCO/2019-20

Date: 18.03.2020

**Request for Proposal (RFP) for Selection of Bidders for
Implementation of ~20 MWp Grid Connected Roof Top Solar PV Systems for
Sale of Solar Power under RESCO Model for Government Buildings
at Different locations in Chhattisgarh**

PARTICULARS	Date	Time (Hrs.)
Purchase of RFP Start Date	18.03.2020	05:00 PM
Pre- Bid Meeting at Raipur	03.04.2020	11:00 AM
Purchase of RFP End Date	09.04.2020	05:00 PM
Financial Bid Submission End Date	15.04.2020	01:00 PM
Mandatory Submission Hard Copy of Bid (except Financial Bid)	15.04.2020	01:00 PM
Technical Bid Opening Date	15.04.2020	02:00 PM
Financial Bid Opening Date	20.04.2020	03:00 PM

***Bid Processing Fee (non- refundable) : Rs. 50,000.00 + 18% GST = Rs.59,000.00
(In words: Rupees Fifty nine thousand only)***

Document can also be downloaded from our website www.creda.co.in with the cost of tender as mentioned in NIT, which shall have to be deposited along with the tender document.

CONTENTS

i.	BID INFORMATION SHEET.....	5
ii.	INTERPRETATIONS.....	11
SECTION-I:	INTRODUCTION.....	12
SECTION-II:	BID DETAILS.....	13
SECTION-III:	INSTRUCTIONS TO THE BIDDER.....	14
SECTION IV:	BID EVALUATION.....	30
SECTION V:	SCOPE OF WORK.....	33
SECTION VI:	CHECKLIST.....	37
SECTION VII:	FINANCIAL BID.....	38
FORMAT 1:	COVERING LETTER.....	39
FORMAT 2:	GENERAL PARTICULARS OF THE BIDDER.....	42
FORMAT 3:	SHAREHOLDING CERTIFICATE.....	43
FORMAT 4:	POWER OF ATTORNEY.....	44
FORMAT 5:	FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT.....	46
FORMAT 6:	FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER.....	48
FORMAT 7:	UNDERTAKING FORM.....	49
FORMAT 8:	FORMAT FOR AGREEMENT.....	50
FORMAT 9:	FORMAT FOR CONSORTIUM AGREEMENT.....	51
FORMAT 10:	DECLARATION.....	54
ANNEXURE-I:	POWER PURCHASE AGREEMENT (PPA).....	55
ANNEXURE- II:	DISTRICT WISE IDENTIFIED CAPACITIES.....	56
ANNEXURE- III:	TECHNICAL SPECIFICATIONS.....	57
ANNEXURE- IV:	Chhattisgarh State Electricity Regulatory Commission (CSERC) (Grid Interactive Distributed Renewable Energy Sources) Regulations, 2019.....	58

CHHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT AGENCY (CREDA)

Head Office, Near Energy Educational Park, VIP Road (Airport Road), Raipur

Telephone No.: 8370009923; Website: www.creda.co.in

Email ID: contact.creda@gov.in

RFP No: 20456/CREDA/GCSRT/ RESCO/2019-20

Dated: 18.03.2020

Chhattisgarh State Renewable Energy Development Agency (hereinafter CREDA) invites bids through this Request for Proposal (RFP) for selection of bidders for implementation of ~20 MWp grid connected roof top solar PV systems for sale of solar power under RESCO Model for Government buildings at different locations in Chhattisgarh.

As per Chhattisgarh State Electricity Regulatory Commission (CSERC) (Grid Interactive Distributed Renewable Energy Sources) Regulations, 2019, the consumers can setup a solar energy project (Renewable energy system) under net metering, directly or through RESCO Model i.e. the generated solar power shall be utilized for captive application and the surplus power will be injected into the grid, subject to fulfilment of all the technical requirements. The aim is to fulfil renewable purchase obligation through procurement of solar power by the distribution licensee and proliferates the solar rooftop projects in the state.

For the implementation of the above-mentioned work, Bidder should submit their bid proposal, along with non-refundable Bid Processing Fee and all requisite documents complete in all respects, on or before **15.04.2020 upto 01:00 PM** in the office of "Head Office, CREDA" in the prescribed format. Bid proposals received without the prescribed Bid Processing Fee and Bid Security will be rejected. Technical Bid will be opened on **15.04.2020 at 02:00 PM** in the presence of authorized representatives of Bidders who wish to be present. In the event of any date indicated above being a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents, which include eligibility criteria, technical specifications, various conditions of Agreement formats, etc., can be viewed and downloaded from website www.creda.co.in

CHHATTISGARH STATE RENEWABLE ENERGY DEVELOPMENT AGENCY (CREDA)

Head Office: Near Energy Educational Park, VIP Road (Airport Road), Raipur

Telephone No.: 8370009923; Website: www.creda.co.in

Email ID: contact.creda@gov.in

DISCLAIMER

1. Though adequate care has been taken while preparing the RFP document (inclusive of Formats and Annexures), the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder on or before the pre-bid meeting date, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in conjunction with Agreement (Part of RFP in the form of Annexure).
2. Nodal Agency reserves the right to modify, amend or supplement RFP documents, including all formats and annexure, at any time before the Bid submission date. Interested Bidders are advised to follow and keep track of Nodal Agency's website for updated information. Nodal Agency is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither Nodal Agency nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

Contact Person : **CE (RE-II), CREDA**

Address : CREDA, Near Energy Education Park, Village Fundhar
VIP Road (Air Port Road) Raipur (Chhattisgarh)

Website : www.creda.co.in

Email : contact.creda@gov.in

Place : Raipur

Date : 18.03.2020

i. BID INFORMATION SHEET

Document Description	Request for Proposal (RFP) for Selection of Bidders for Implementation of ~20 MWp Grid Connected Roof Top Solar PV systems for Sale of Solar Power under RESCO Model for Government Buildings at Different locations in Chhattisgarh
RFP No. & Date	RFPNo: 20456/CREDA/GCSRT/RESCO/2019-20 Dated: 18.03.2020
Broad Scope	Design, Engineering, Supply, Installation, Testing and Commissioning along with Comprehensive Operation & Maintenance for twenty-five (25) Operational Years of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to capacity of ~20 MWp under RESCO Model in Government Building at Different locations in Chhattisgarh
Pre-Bid Meeting at Raipur	03.04.2020 at 11:00 AM
Last date & Time of Submission of Technical bid (HARD copies) & Financial Bid on-line	15.04.2020 up to 01:00 PM
Bid Opening (Technical)	15.04.2020 at 02:00 PM
Bid Opening (Financial)	20.04.2020 at 03:00 PM (For any modification in Date, time and venue for Financial Bid opening shall be updated on our website. Bidders are advised to keep tracking of the same).
Bid Processing Fee (non- refundable)	Bidder shall pay Bid processing fee of INR Rupees 50,000/- (Rupees Fifty Thousand) plus GST @ 18 % in the form of cross Demand Draft drawn in favour of “CREDA Raipur” payable at Raipur from a nationalized/ scheduled bank, or RTGS to CREDA through A/C of bidder. (CREDA Account details are mentioned below) No exemption towards processing fees is allowed to any type of organization/ agency, including MSME or any Govt./ semi Govt./ PSU.
Bid Security	Interested Bidder shall furnish the Bid Security of the required Amount (@ Rs. 5 Lakhs per MW) as defined under clause 3.17 of RFP document. Bid Security to be submitted by the Bidder(s), shall be in the form of cross Demand Draft drawn in favour of “CREDA Raipur” payable at Raipur from a nationalized/ scheduled bank or RTGS to CREDA through A/C of bidder. No exemption towards Bid Security is allowed to any type of organization/ agency, including MSME or any Govt./ semi Govt./ PSU

BANK DETAILS OF CREDA

A. Details of Beneficiary/ Account Holder

Name of Beneficiary	Chhattisgarh State Renewable Energy Development Agency (CREDA)
Address	Near Energy educational Park, VIP Road (Airport Road), Raipur
Contact Number	Tel.: 8370008630

B. Bank Details

Bank Name	ICICI Bank
Branch Address	Pachpedi Naka, Raipur
Beneficiary Account No.	134601000400
Beneficiary Account Name	C G ST Renewable Energy Dev. Agency (CREDA)
Type of Bank Account	Saving
MICR Code of the Bank	492229006
IFSC Code of the Bank	ICIC0001346

C. 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	CE (RE-II), CREDA
Address	CREDA, Near Energy Education Park, Village Fundhar VIP Road (Air Port Road) Raipur (Chhattisgarh)
Telephone	+91-9826137734 and/or +91-8770580522
E-mail	contact.creda@gov.in

DEFINITIONS & ABBREVIATIONS

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

1. **“Addendum or Addenda”** means addendum or addenda of the RFP
2. **“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly
 - i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with

A Bidder or Member of a Consortium. Any bank or financial institution shall not be considered as Affiliate.

3. **“Agreement Capacity”** shall mean the capacity undertaken by the Power Producer after confirmation by Nodal Agency for implementation of grid connected roof top solar PV Projects for sale of solar power to Procurer after undertaking a technical analysis of the likely capacity under the RFP;
4. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
5. **“Bid”** shall mean the Technical and Financial proposal submitted by the Bidder, along with all documents/credentials/attachment’s annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
6. **“Bidder(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/Partnership Firm/ Sole Proprietor or Consortium in any form submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
7. **“Bidding Consortium or Consortium”** shall refer to a group of bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid, in response to RFP for the project.
8. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
9. **“Bid Capacity”** shall mean capacity offered by the bidders in this Bid under invitation
10. **“Bid Security”** shall mean Bid Security to be submitted by the Bidder along with the Bid as per clause 3.17;
11. **“CEA”** shall mean Central Electricity Authority;
12. **“Chartered Accountant”** shall mean a person practicing in India or a firm where of all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949; register with the Institute of Chartered Accountants of India (ICAI) having Unique Document Identification Number (UDIN).

13. **“Competent Authority”** shall mean Chief Executive Officer of Nodal Agency, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
14. **“Commissioning”** shall mean Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RfS.
15. **“Commercial Operation Date” or “COD”** shall mean the day when full Agreement Capacity of the Project shall be commissioned;
16. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
17. **“Comprehensive Operation and Maintenance” or “Comprehensive O&M”** shall mean Insurance, warranty, spare parts and operation & maintenance of Projects during the term of the Agreement;
16. **“Control”** shall mean with respect to any Person means the ownership, directly or indirectly, of more than 50% of the voting shares of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise.
17. **“Day(s)”** shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
18. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in clause no. 3.7of the RFP;
19. **“Eligible Bidder(s)”** shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of their Financial Bid
20. **“Expiry Period”** shall mean the 25th anniversary of the **SCOD** of the Project;
21. **“Financial Bid”** shall mean online financial Bid, containing the Bidder’s quoted Levellized Tariff as per format given in RFP;
22. **“First Operational Year”** shall mean the period commencing from the Initial Part Commissioning and expiring at the end of the Calendar Month in which Project completes twelve (12) Months from the COD of Agreement Capacity;
23. **“IEC”** shall mean specifications of International Electro technical Commission;
24. **“Initial Part Commissioning”** shall mean the commissioning of first part capacity of Agreement Capacity by Power Producer, and shall mean COD if the entire project is commissioned together;
25. **“Inspecting Authority”** shall mean the authority designated by the competent authority for the said purpose;
26. **“kWp”** shall mean Kilowatt Peak;
27. **“kWh”** shall mean Kilowatt Hour;
28. **“LICA”** shall mean Letter Inviting Consent for Agreement to be issued by the Nodal Agency to the Successful Bidder;

29. **“Lead Member”** shall mean the member of Bidding Consortium which is designated as leader of the Consortium by other members to represent them as Bidder for this RFP;
30. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
31. **“Month(s)”** shall mean a calendar month as per the Gregorian calendar;
32. **“MWp”** shall mean Mega Watt Peak;
33. **“Minimum Bid Capacity”** shall mean 1 MWp which is the minimum capacity for which the Bidder can submit its Bid. Bidder(s) quoting less the minimum bid capacity shall be out-rightly rejected;
34. **“Maximum Bid Capacity”** shall mean 5 MWp which is the maximum capacity for which the Bidder can submit its Bid;
35. **“Nodal Agency”** shall mean the Chhattisgarh State Renewable Energy Development Agency (CREDA), Raipur;
36. **“Operational Year(s)”** is the First Operational Year and thereafter each period of 12 (twelve) Months till the Expiry Date of Agreement. It is pertinent that the last Operational Year would get shortened or extended by the period by which Commissioning of Project got delayed from the SCOD or was commissioned prior to the SCOD;
37. **“Part Commissioning”** shall mean the Commissioning of capacity lower than the Agreement capacity for the purpose of receiving the Commissioning certificate for part capacity;
38. **“Paid-up share capital”** means the paid-up share capital as defined in Section 2 of the Company Act, 2013.
39. **“Power Producer”** shall mean anyone who has accepted the LICA and then enters into a Agreement with the Procurer for supply of solar power and has legal ownership of all the equipment of the Project. After Expiry Date of the Agreement, the ownership of Project will be transferred to the Procurer as provided in the Agreement;
40. **“Premise”** shall mean any land, building or structure or part thereof or combination thereof including any other vacant /non- vacant area, which is part of the Procurer establishment;
41. **“Procurer(s)”** shall mean the person or company or organization procuring solar power from the Power Producer at competitively determined tariff under the RFP and the Agreement;
42. **“Project(s)”** shall mean the Grid Connected Solar PV Project(s);
43. **“Project Capacity”** means the capacity of the Projects as mentioned in Annexure-II of this RFP;
44. **“Project Company”** shall mean Company incorporated by the Bidder as per Indian Laws in accordance with the clause 3.9

45. **“Prudent Utility Practices”** shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law;
46. **“Agreement or Power Purchase Agreement”** shall mean the Power Purchase Agreement to be executed between Power Producer and the Power Procurer. The prescribed format for execution of Agreement is attached as Annexure-I to this RFP;
47. **“Qualified Bidder(s)”** shall mean, for given scope of work, the Eligible Bidder having quoted minimum Financial Bid or Eligible Bidder matching minimum Financial Bid in the tender;
48. **“RESCO”** shall mean a person or an entity, which is in the business of supplying power generated through Project installed in the Premise of the Procurer on mutually agreed terms;
49. **“RESCO Model”** shall mean where the Bidders intend to use a Premise owned/used by the Procurer and enters into the Agreement with Procurer for supply of solar power as per RFP;
50. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexure in it;
51. **“Scheduled Commercial Operation Date” or “SCOD”** shall mean 180 days from the Agreement Effective Date as defined in Agreement; including the extensions, if any, granted as per Agreement signed between Successful Bidder and Procurer/ Building owner, at the tariff as per RFS, and project report for the approval of CREDA for issue of project specific letter(s).
52. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
53. **“Successful Bidder”** shall mean the Qualified Bidder selected by Nodal Agency pursuant to this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom LICA has been issued;
54. **“Term of Agreement”** shall mean the period from the Effective Date until the Expiry Date;
55. **“Year”** shall mean 365 Days or 366 Days in case of leap year when February is of 29Days;

II. INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall, save as otherwise provided in any agreement or document, be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and, if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

SECTION-I: INTRODUCTION

- 1.1. Request for Proposal for Selection of Power Producer for Implementation of ~20 MWp Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model for Government Buildings at Different locations in Chhattisgarh, India in accordance with MNRE/ CSERC/ CSPDCL norms.
- 1.2. The Bidder is advised to read carefully all instructions and conditions of this RFP and completely understand the scope of work. All information and documents required as per the RFP must be furnished with the bid. Nodal Agency reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All bidders qualifying the technical stage shall be treated at par. Financial Bids of only the Bidders qualifying at technical stage shall be opened.
- 1.3. Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works Power Producer shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP. It is assumed that Bidder has satisfied himself with the site conditions at the Premises of Procurer and has assessed the quantum of work required to comply with the RFP and Agreement conditions.

SECTION-II: BID DETAILS

- 2.1. The bidding process is for ~ 20 MWp capacities of Projects under RESCO model for Implementation of Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model for Government Buildings in Chhattisgarh. Bidders are advised to note that the Grid connected projects may be either one or combination of following two categories- Grid connected net metered systems; and Grid connected systems for consumption within premises in line with the CSERC (Grid interactive Distributed Renewable Energy) Regulation 2019.
- 2.2. **The bid shall be on RESCO MODE for complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including operation and maintenance (O&M) of the project for a period of Twenty-Five years after commissioning and the Levellised tariff quoted by the bidders for 25 years considering rate shall not exceed Rs. 4.00/- per unit for Government buildings.**
- 2.3 Each bidder can bid for minimum bid Capacity of 01MWp and maximum capacity of 05 MWp in the State, wherein the CREDA reserves the right to allocate the capacity anywhere in the state.
- 2.4. Bidder shall be required to Bid for the projects as mentioned in Annexure-II. The Bidders are advised to understand and satisfy themselves with regard to the details provided about the various Projects in the Annexure-II.
- 2.5. The size of each project shall be in the range of 1KWp to 500KWp at each location. One project may however comprise of several rooftop units or cluster of installations in a given area or District. Each roof top unit can separately connect with the grid and may have separate meters.
- 2.6. **A Data Room has been created which contains site wise survey details and past electricity bills for such sites. The access to data room will be provided to bidders who pay/have already paid the bid processing fee.**

2.7 Key Dates

S. No.	Nodal Agency Stage	Date	Time (Hrs.)
1.	Purchase of RFP Start Date	18.03.2020	05:00 PM
2.	Pre- Bid Meeting at Raipur	03.04.2020	11:00 AM
3.	Purchase of RFP End Date	09.04.2020	05:00 PM
4.	Financial Bid Submission End Date(on-line)	15.04.2020	01:00 PM
5.	Mandatory Submission Hard Copy of Bid (except Financial Bid)	15.04.2020	01:00 PM
6.	Technical Bid Opening Date	15.04.2020	02:00 PM
7.	Financial Bid Opening Date	20.04.2020	03:00 PM

SECTION-III: INSTRUCTIONS TO THE BIDDER

3. INSTRUCTIONS TO THE BIDDER:

- 3.1. Bidders are required to bid for the projects listed in Annexure- II by paying the Bid processing fee at the bank details provided above, on receipt of fees CREDA shall share ID and Password to the bidders to access the data room of the selected sites.
- 3.2. Bidder shall meet the Eligibility Criteria. In case of consortium, Lead Member must independently meet the Financial Eligibility criteria. Consortium of maximum of two companies is allowed under RFP. Consortium may comprise of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination thereof.
- 3.3. Further, Bidder must note that, for evaluation of qualification against Financial Eligibility Criteria, the following conditions shall be applicable:
 - a) Bidder shall establish net-worth as required under this RFP.
 - b) In-case Bidder/Lead Member of Consortium has referred its Affiliate to meet the Financial Eligibility criteria, then relationship with the Affiliate by the Bidder shall continue for the period of the First Operational Year. Further, Affiliate of Bidder and member of Consortium shall furnish information as sought in FORMAT - 8 and FORMAT - 9.
- 3.4. Bidder should not have a conflict of interest. Bidder(s) shall be disqualified where it has conflict of interest. The Bidder may be considered to have conflict of interest with one or more parties in this bidding process if:
 - a) A Bidder or an Affiliate of such Bidder submit more than one Bid in the bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)] or as Member of consortium, or
 - b) Bidder is also a constituent of another Bidder; or
 - c) A Bidder or an Affiliate of such Bidder controls, is controlled by or is under common control with any other Bidder or any Affiliate thereof,
 - d) Provided that this disqualification shall not apply if the Control or ownership interest is exercised or held by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013; or
 - e) Such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder or such other Bidder's Affiliate; or
 - f) Such Bidder, or its Affiliate has a relationship with another Bidder, or such other Bidder's Affiliate, directly or through common third party/parties (including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence the Bid, of the other; or

- g) Such Bidder or its Associate/Affiliate has participated as a consultant to State Nodal Agency in the preparation of any documents, design or technical specifications of the RESCO project.
 - h) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of Nodal Agency regarding this bidding process.
- 3.5. Nodal Agency have rights to annul/cancel the Bid of Bidders who are related to any employee of the Nodal Agency or who are taking any assistance or support in any form from any of the independent consultant or consulting agency who is directly associated with Nodal Agency during preparation of RFP and Agreement.
- 3.6. The Bidders shall have to submit their Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 2.7 Two hard copies of the technical bid containing original (downloaded) RFP, relevant document/ certificates etc. duly sealed and signed and Bid Security should reach the office undersigned by the Key Dates.

3.7. ELIGIBILITY CRITERIA

3.7.1. GENERAL

The Bidder should be a body corporate incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with FORMAT 2.

Bidder or any member of consortium having been blacklisted/debarred by Nodal Agency or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.

Bidder or consortium shall be ineligible for participation in this RFP in following cases:

- i. If Bidder or any member of consortium has not performed satisfactorily in the Work Order(s) of Government Agency / PSU undertakings, leading to cancellation of Work Order(s) of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.
- ii. If Bidder or any member of consortium is involved in litigation or arbitration with Nodal Agency arising out of work completed or under execution by it, of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) Years.

- iii. The bidder or his consortium member not having experience of implementation of 500 KWp capacity of Grid-connected rooftop solar project anywhere in India in the last three (3) years.

3.7.2. TECHNICAL ELIGIBILITY CRITERIA:

The Bidder should have installed and commissioned an aggregate capacity of at least 500 KWp Grid connected solar rooftop systems with at least 100 KWp capacities at single location in last 3 years. The list of projects commissioned prior to Techno-Commercial Bid, indicating whether the project is grid connected, along with a copy of the Commissioning certificate / Work Order with Chartered Accountant Certificate/ Contract / Agreement/ from the Client/Owner shall be submitted in support of Clause 3.7.2 above.

3.7.3. FINANCIAL ELIGIBILITY CRITERIA:

The Bidder should have minimum Net worth of INR 1 crore (One crore) per MWp for FY 2018-19, subject to provisions of clause 3.2 In case of Consortium, Net worth may be fulfilled by Affiliate.

- a) The Computation of Net worth shall be based on latest unconsolidated audited annual accounts. The formula of calculation of net-worth shall be as per Companies Act 2013.
- b) In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net-worth shall be equal to Partner's Capital.

Note:

- i. All requisite documents, such as balance sheet, P&L account, schedules, etc., duly certified by a Chartered Accountant (CA) and the Bidder, in support of Bidder's claim for meeting the financial eligibility criteria shall be required to be submitted as well as certificate to that effect given by practicing CA.
- ii. It is essential to submit financial eligibility criteria requirement and undertaking form as attached in FORMAT 5 and FORMAT 7: UNDERTAKING FORM of this RFP document.
 - a) For the purposes of meeting financial requirements, only latest consolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements, provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts.
 - b) Bidder shall furnish documentary evidence as per the FORMAT6:FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATEWITH THE BIDDER, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.

- c) Bidder can use the financial strength of its Affiliate to fulfil the Financial Eligibility Criteria mentioned in RFP.
- d) In case of Consortium, Financial Eligibility Criteria has to be met individually by Lead Member.
- e) Bidders shall have to give a declaration to the effect that they fulfil the terms and conditions of eligibility as per FORMAT 10: DECLARATION. If the declaration to above effect is found to be false, the eligibility would be considered null and void.

3.8. CHECK-LIST:

- a) To ensure that the hard copy submission of RFP is complete in all respects
- b) Check-lists for Envelope- I and Envelope- II are required to be duly tick marked/filled for the enclosures which are attached with the RFP document.
- c) The main envelope should only contain Envelope-I and Envelop-II in sealed condition. The requisite documents required are indicated in the check-lists.
- d) It is essential for the Bidders to submit check-lists duly sealed and signed with its corresponding envelope. However, this Check-List is indicative, and Bidder shall be responsible for meeting all information requirements as per provisions of this RFP.

3.9. INCORPORATION OF A PROJECT COMPANY:

- a) In case a Bidder is selected as a Successful Bidder, it can choose to incorporate a Project Company. In case a Bidder is a consortium or a Partnership Firm or a LLP, it would be mandatory to incorporate a Project Company to sign the Agreement; the said Project Company has to be formed within forty-five (45)Days from the issuance of LICA. Further, Bidder shall be responsible to get all required clearances in the name of the Project Company, and transfer already obtained clearances, if any.
- b) The aggregate equity shareholding of the Successful Bidder in the issued and paid up share capital, and the voting rights of the Project Company shall not be less than fifty one percent (51%) up to a period of one (1) Operational Year. Company formed by members of the consortium, who is a Successful Bidder, shall have aggregate equity shareholding and voting rights of at least 51% held by the members of the Consortium, up to a period of one (1) Operational Year. Further, any member of the Successful consortium shall maintain individual equity in newly formed Company of, at least, 51% (0.51) of its share in the bidding consortium, up to a period of one (1) Operational Year.
- c) In case of Successful Bidder being a Partnership Firm or an LLP, the equity ownership of the partners in the Project Company shall remain in same proportion as mentioned in the partnership deed submitted along with the Bid, up to a period of one (1) Operational Year. Nodal Agency shall be notified, within a month, in case of any change in equity proportion for ownership of such Successful Bidder.

- d) The Successful Bidder's Affiliate, whose financial credentials have been relied on by the Successful Bidder to demonstrate Financial Eligibility, is also permitted to form an Special purpose vehicle (SPV) to execute the Agreement or execute the Agreement by itself (if the Successful Bidder is a single entity). If Successful Bidder's Affiliate forms the SPV or execute the Agreement by itself, then all the obligations and liabilities of the Successful Bidder as set out in the Bid Documents shall also apply to the Affiliate forming the SPV.
- e) In the event that the Successful Bidder, which is a single Company, chooses not to incorporate, then the shareholders of the Successful Bidder, as on the date of submission of the Bid, shall not cede control of the Successful Bidder until the expiry of a period of 1 (one) year from the Unit COD. In the event that the Successful Bidder, which is a single Company, chooses to incorporate an SPV, the shareholders of the Bidder will be required to continue to hold up to 51% of the total Capital and voting rights of the Bidder, from the date of submission of the Proposal until the completion of the Bid Process and, if the Bidder is determined to be Successful Bidder, then until incorporation of the SPV. Provided that this condition shall not be applicable on the Successful Bidder in case it is a listed company.
- f) In case of the Bidder being a Consortium, the shareholders of each Member of the Consortium (other than a Member being a listed company) will be required to continue to hold up to 51% of the total Capital and voting rights of the respective Member of the Consortium, from the date of submission of the Proposal until the completion of the Bid Process and, if the Bidder is determined to be Successful Bidder, then until incorporation of the SPV.
- g) Any change in ownership and liabilities after one (1) Operational Year shall be permissible. However, Power Producer should inform Nodal Agency in writing within 30 Days of change in ownership.

3.10. BID SUBMISSION BY THE BIDDER:

- a) The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.
- b) Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s).
- c) Each format has to be duly signed and stamped by the authorized signatory of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. Strict adherence to the documents required to be submitted in

Envelope – I, as per clause 3.13 shall be ensured, failure on this account may lead to rejection of Bid.

- d) The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of Nodal Agency and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.
- e) The Bidding Company should designate one person to represent the Bidding Company in its dealings with Nodal Agency. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original as per FORMAT 4: POWER OF ATTORNEY, authorizing the signatory of the Bid.

3.11. CLARIFICATIONS AND PRE-BID MEETING:

- a. The Bidder may seek clarifications or request amendments to RFP in writing, through a letter or by fax (and also soft copy by e-mail) to reach Nodal Agency at the address, date and time mentioned in Bid Information Sheet.
- b. The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid Information Sheet, or any such other date as notified by Nodal Agency.
- c. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including in particular, issues raised in writing and submitted by the Bidder.
- d. Nodal Agency is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.12. BID DOCUMENTS:

BID FORMATS: The Bid in response to this RFP shall be submitted by the Bidder in the manner provided in the RFP. The Bid shall comprise of the following:

- a) **ENVELOPE- I (COVERING LETTER, BID PROCESSING FEE AND BID SECURITY):** The following documents are to be submitted in physical (hard copy):
- Covering Letter as per prescribed FORMAT 1.
 - Bid Processing Fee
 - Bid Security of required value as mentioned in Clause 3.17, if applicable;
- b) **ENVELOPE- II TECHNICAL DOCUMENTS:** The following documents are to be submitted in physical (hard copy):
- Documents related to Technical Eligibility, as per Clause 3.7.2
 - Original power of attorney (on the stamp value of Rs.1000/-, as per FORMAT 4) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act-2013).
 - General particulars of Bidder as per FORMAT 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
 - Bidder's composition and ownership structure as per prescribed FORMAT 3 as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable)
 - FORMAT 5: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT for meeting Financial Eligibility Requirements along with all supporting documents.
 - FORMAT - 6: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER if applicable, supported by Board Resolution of the Affiliate.
 - Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per FORMAT- 7: UNDERTAKING FORM as applicable.
 - FORMAT - 9 for Consortium Agreement, if applicable.
 - FORMAT- 10 on Declaration for submission of Bid.
 - Signed and stamped Copy of RFP including amendments & clarifications by authorised signatory of Company on each page.
 - Signed and stamped copy of minutes of pre-bid meeting

3.13. METHOD OF BID SUBMISSION

- a) Bidders are required to submit technical bid, along with all relevant documents as detailed in Clause 3.12 and 3.14 above, in respective envelopes sealed under a single cover envelope. They shall be submitted in physical form on or before the Bid Deadline: -

Main Envelope- Main Envelope must contain envelopes-I and II with Bidder Name, Address and status of firms should be clearly written on main envelope. In case the bidder is participating as "CONSORTIUM" Name and address of both Partners with Title as "CONSORTIUM" must be mention on main envelope.

Envelope-I (Covering letter, Bid Processing fee and Bid Security)

Envelope-II (Technical and Financial eligibility documents)

- b) Financial Bid shall be submitted only through online mode with due encryption.
- c) For ease of accessing the e-bidding website and registration the following is to be done by bidder:
- i) Visit <http://www.cspc.co.in>
 - ii) Click on e-bidding button on right hand side of the page.
 - iii) The user will be directed to e-bidding page where all information regarding registration is available along with helpline details.
 - iv) Price Bid shall be submitted online only at <http://www.cspc.co.in> however technical bid will have to be submitted in hard copy. Bid Documents (including Technical Bid) must reach at Chief Engineer (RE-II) Section, Near Energy Education Park VIP Road, Raipur latest by **01.00 PM on 15.04.2020** Bids submitted after scheduled time and date shall not be considered.
 - v) If there is any difficulty in submitting the Financial Bid, bidders are advised to contact immediately the Nodal Person.
- d) The Bidder has the option of sending bid either by registered post or speed post or by hand delivery or in a box kept in the room number B4 (RE-II section), Designated person Mr. Rahul Gupta, Assistant Engineer, so as to reach Nodal Agency within the Bid Deadline. Nodal Agency shall not be responsible for any delay in receipt of the bid. It should be noted that except online Financial Bid, no other envelope/ document shall contain any information/document relating to Financial Bid. Nodal Agency shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. In case of a Consortium, it has to be signed by representative of the Lead Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder.

3.14. BID DEADLINE:

The Bidder should submit the Financial Bid online on or before the time schedule mentioned in Bid Information Sheet as provided in the Bid Information Sheet of the RFP.

3.15. VALIDITY OF BID:

The bid shall remain valid for a period of one hundred and eighty (180) Days from the date of online bid submission.

3.16. COST OF BIDDING:

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

3.17. BID SECURITY:

The Bidder shall furnish the interest free Bid Security of an amount of Rs. 5.00 Lakhs per MW.

- 3.17.1. The Bid Security shall be from a nationalized/ scheduled bank in the form of Crossed Demand Draft drawn in favour of "CREDA" payable at Raipur, or RTGS to CREDA Bank Account * through A/C of bidder.
- 3.17.2. Bid Security shall be furnished by every Bidder including MSMEs or any Govt./ semi Govt./ PSU organizations/ agencies. The initial validity of Bid Security shall be for a period of One hundred and eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder on the advice of Nodal Agency, if required, at any time either before bid process is concluded or during Rate Validity Period of Agreement.
- 3.17.3. Bid Security shall be returned to all other Bidders except Successful Bidder, from date of submission of Bid within three (3) Months of opening of Financial Bid.
- 3.17.4. The bid security for the successful bidder will be returned on submission of the performance security as mentioned in clause 3.18.
- 3.17.5. The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Nodal Agency under following circumstances:
 - a) If a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity Period specified in the RFP document.

- b) If Successful Bidder fails to fulfil its Conditions Precedent as specified in the agreement.

3.18. PERFORMANCE SECURITY

- 3.18.1 Within 30 days from the date of issue of Allocation letter, Successful Bidder shall furnish the interest free Performance Security for the amount of Rs. 10 Lakhs/MWp.
- 3.18.2. The Performance Security shall be denominated in Indian Rupees and shall be in the form of demand draft (DD) or transfer through RTGS.
- 3.18.3 The Performance Security shall be hold for a minimum period of 72 months (6 years) from the date of issuance of Allocation letter(s).
- 3.18.4. The Performance Security shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to CREDA.
 - a) If the Successful Bidder is not able to identify the projects and submit Project Sanction Documents to the satisfaction of CREDA, Performance Security amount, pro-rata to the capacity for which the Successful Bidder is not able to identify the projects and submit Project sanction Documents.
 - b) If the Successful Bidder is not able to commission the projects to the satisfaction of CREDA, Performance Security amount, pro-rata to the capacity not commissioned by the Successful Bidder. However, Hundred Percent (100%) Performance Security amount furnished for the sanctioned capacity, if the Successful Bidder fails to commission the Projects(s) to the satisfaction of CREDA, for the already identified locations, which are notified by CREDA in the RfS or otherwise and for which Allocation Letter/ Sanction Letter has been issued.
 - c) In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.

3.19. ADMINISTRATIVE CHARGES

Successful Bidder shall have to pay Rs.2 Lakh/MW with applicable taxes to Nodal Agency towards administrative overheads, liaising with other state authorities, CSPDCL, visits to the site for plant inspection, completion and commissioning purposes. The payment has to be made by the selected bidder in the form of Demand Draft/ Transfer through RTGS, within 30 days of issuance of LICA. The date of payment of administrative charges shall not be later than the date of signing of Agreement.

3.20. OPENING OF BID:

Technical bid (Envelope I and Envelope II) of the Bidder shall be opened at the time mentioned in Key Dates at the venue indicated in this RFP, in the presence of one representative from each of the Bidder who wish to be present.

Name of the Bidder and Bid Security shall be read out to all the Bidder at the time of opening of Envelope-I.RFP for Installation of Solar Rooftop Projects in CG under RESCO

3.21. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:

- a. This RFP may be withdrawn or cancelled by the Nodal Agency at any time without assigning any reasons thereof. The Nodal Agency further reserves the right, at its complete discretion, to reject any or all the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- b. The Nodal Agency reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the Nodal Agency shall have no liability towards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process.
- c. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope – I, as per Section VI shall be ensured, failure on this account may lead to rejection of Bid.
- d. Nodal Agency reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by Nodal Agency will be full and final.

3.22. ZERO DEVIATION:

This is a zero-deviation bidding process. Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.

3.23. EXAMINATION OF BID DOCUMENT:

- a) Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of RFP/ Agreement, and other details relating to envisaged work as per the RFP.
- b) The Bidder shall be deemed to have examined the RFP and Agreement, to have obtained information on all matters whatsoever that might affect the execution of the Project activity and to have satisfied himself as to the adequacy of his Bid.
- c) The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the RFP.
- d) Bidder is advised to submit the Bid on the basis of conditions stipulated in the RFP. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in RFP shall not be accepted by Nodal Agency and shall invite rejection of such Bid(s). Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RFP or its amendments, if any.
- e) The Comprehensive O&M of solar PV system shall include wear, tear, overhauling, machine breakdown, appropriate insurance (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of twenty-five (25) Operational Years.

3.24. CHANGE IN LAW

"Change in Law" means the occurrence of any of the following events after the Bid Submission Date resulting into any additional recurring/ non-recurring expenditure by the Power Producer or any income to the Power Producer:

- a) The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;
- b) Change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;
- c) The imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;

- d) Change in any Consents, approvals or licenses available or obtained for the Project, otherwise than for default of the Power Producer, which results in any change in any cost of or revenue from the business of selling electricity by the Power Producer to Procurer under the terms of this Agreement;
- e) A change in the terms and conditions prescribed for obtaining any Consents or the inclusion of any new terms or conditions for obtaining such Consents; except due to any default of the Power Producer;
- f) Any change in taxes, duties and cess or introduction of any taxes, duties and cess made applicable for generation and sale/ supply of power by Power Producer as per the terms of this Agreement but shall not include: (i) any change in any withholding tax on income or dividends distributed to the shareholders of the Power Producer, or (ii) any change on account of regulatory measures by the Appropriate Commission or (iii) change in the rates of existing taxes applicable to the Power Producer or (iv) change in income taxes applicable for the Power Producer

3.25. TAXES AND DUTIES:

The Financial Bid should include all taxes and duties etc., if any. Power Producer shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable shall be payable by the Power Producer. However, if any new change in tax/duty and cess is effected in the period after the Financial Bid Submission Deadline and any time during the period of Agreement, the same will be passed on by the Power Producer to the Procurer as determined by the Competent Authority.

3.26. SCHEDULE OF RATES FOR ADDITIONAL WORKS:

- a) The Rates of additional electrical work within the premises will be decided on the basis of at par rates of Schedule of Rates (SOR), for Electrical works, Public Works Department, Raipur, Govt. of Chhattisgarh in force from 1st July ,2015 issued by Engineer- in- Chief, Chhattisgarh, P.W.D Raipur, amended from time to time;
- b) The rates of additional civil work shall be as per at par the rates of Schedule of Rates (SOR) for building works, Public Works Department, Raipur, Govt. of Chhattisgarh., in force from 1st January,2015 issued By Engineer- in- Chief, Chhattisgarh, P.W.D Raipur, amended from time to time;
- c) The Rates of additional electrical work outside the premises shall be as per the RFP for Installation of Solar Rooftop Projects in CG under RESCO schedule of rates (SOR), at par, for electrical works, Chhattisgarh State Power Distribution Company Limited (CSPDCL), amended from time to time;

3.27. PROGRESS REPORT:

- a) Power Producer shall have to commission the Project within 180 days from the Effective Date of Agreement.
- b) The Power Producer shall submit monthly progress report to Nodal Agency, in prescribed pro-forma to be designed in discussion with Power Producer, for the period from signing of Agreement to COD.
- c) Nodal Agency will have the right to depute his/their representatives to ascertain the progress at the premises of work of the Power Producer.

3.28. APPLICABLE LAW:

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

3.29. SETTLEMENT OF DISPUTE:

- a) If any dispute of any kind whatsoever arises between Nodal Agency and the Power Producer / Successful Bidder in connection with or arising out of the Agreement including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.
- b) If the parties fail to resolve, such a dispute or difference by mutual consent, within forty-five (45) Days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceeding will commence unless such notice is given. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of Chhattisgarh.
- c) Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.
- d) Cost of arbitration shall be borne as per the award of the arbitration.

3.30. LANGUAGE:

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in Hindi/English Language. The Agreement and all correspondence between the Nodal Agency and the Bidder shall be in Hindi/English language.

3.31. AMENDMENT:

Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Interested and eligible Bidder are advised to follow and keep track of Nodal Agency web-site for updated information. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.

3.32. SEVERABILITY:

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

3.33. PRICE PREFERENCE:

There is no relaxation in terms of any conditions of the RFP or Processing Fee or Bid Security or Performance security or Administrative Charges for any private company or State or Central company/agency.

3.33.1. TAX EXEMPTIONS:

Nodal Agency will extend possible cooperation to Power Producer in availing any tax exemptions. However, the responsibility of availing any such exemptions, if any, would rest with the Power Producer.

3.33.2. FRAUD AND CORRUPTION

The Power Producers, suppliers and contractors and their sub-contractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:

- a) Defines, for the purpose of this provision, the terms set forth below as follows:
 - i. **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- v. **“obstructive practice”** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Nodal Agency’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

Or

- vi. Acts intended to materially impede the exercise of the Nodal Agency’s inspection and audit rights.
 - b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
 - d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Nodal Agency to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Nodal Agency.

3.33.3. DEBARRED FROM PARTICIPATING IN NODAL AGENCY’S TENDER

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

SECTION IV: BID EVALUATION

4. BID EVALUATION:

4.1. THE EVALUATION PROCESS COMPRISES THE FOLLOWING FOUR STEPS:

- Step I - Responsiveness check of Technical Bid
- Step II - Evaluation of Bidder' fulfilment of Eligibility Criteria described in Section-I
- Step III - Evaluation of Financial Bid
- Step IV - Selection of Successful Bidder

4.2. RESPONSIVENESS CHECKS OF TECHNICAL BID:

The Technical Bid submitted by Bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered "Non-responsive" and liable to be rejected, at the sole discretion of Nodal Agency, subject to sufficient justification:

- a) Bid not submitted in prescribed envelop format.
- b) Bid that are incomplete, i.e. not accompanied by any of the applicable formats;
- c) Bid not accompanied by contents of Envelope– I as mentioned in Section VI (1).
- d) Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- e) Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
- f) Information not submitted in the formats specified in this RFP;
- g) Bid being conditional in nature;
- h) Bid not received by the Bid Deadline;
- i) Bid having conflict of interest;
- j) Bidder makes any misrepresentation;
- k) Any other act of Bidder which may be unlawful for the purpose of this RFP.
- l) Bid submitted is not in requisite format(s).
- m) Completion & Performance Certificate previous work done / Documents for eligible capacity.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up.

4.3. EVALUATION OF FINANCIAL BID:

Financial Bid of the Eligible Bidder shall be opened online in presence of the representatives of such Eligible Bidder, who wish to be present, on date as may be intimated by Nodal Agency to the Bidder through Nodal Agency's website. The evaluation of Financial Bid shall be carried out based on the information furnished. The Financial Bid submitted by the Bidder shall be scrutinized to ensure conformity with the RFP. Any Bid not meeting any of the requirements of this RFP may cause the Bid to be considered "Non-responsive".

4.4. SUCCESSFUL BIDDER SELECTION:

4.4.1. Bid qualifying in as per Eligibility Criteria shall only be evaluated in this stage.

4.4.2. All Bidder Qualifying Eligibility Criteria shall be placed as equal.

4.4.3. Eligible Bidder shall quote the Levellized Tariff ("Quoted Tariff") in the Financial Bid, considering the provisions of no escalation and format specified in Section VII. The Quoted Tariff shall be calculated up to Two (2) decimal places.

4.4.4. Allocation of Capacity:

Based on Levellized tariff quoted by the bidders for each category during Financial Bid, Nodal Agency shall arrange the bids in the ascending order i.e. L1, L2, L3, L4 and L5 (L1 being the lowest quote) for each category.

4.4.5. The Lowest bidder based on averaging out of rates quoted for each category will be declared as the L1 bidder. The bid capacity shall be allocated to L-1 successful bidder after submission of Performance Security as per clause No. 3.18. For further allocation, based on the merit i.e. L2, L3, L4 and L5 (L2 being the second lowest quote) will be allocated the balance capacity (subject to matching of L1 tariff for each category by the L2, L3, L4 & L5 bidders) in the ascending order as mentioned above. Nodal Agency shall allocate balance capacity to bidder who matches L-1 rates for each category and on submission of Performance Security.

4.4.6. In case the bidder (including L-1 bidder) who matches the L-1 project cost but not submitted the Performance Security as per clause no. 3.18, beyond 10 days in acceptance of LICA, their letter of intent will be cancelled, and the capacity will be allocated to other qualified bidders who matches the L-1 project cost as per merit.

- 4.4.7. All the qualified bidders except the L1 bidder will be given 7 days from the date of notification of discovered price on CREDA website (www.creda.co.in) to give their consent to execute the work, failing which it will be assumed that they are not interested to match L1 tariff.
- 4.4.8. CREDA reserves the right to allocate the capacity to eligible bidders anywhere in Chhattisgarh.
- 4.4.9. If none of the bidders provide their consent to execute the work at L1 tariff, 100% capacity will be offered to L-1 bidders. On acceptance and meeting the eligibility criterion, the 100% capacity will be awarded to L-1 bidder.
- 4.4.10. LICA shall be issued to the Qualified Bidder within 30 days from date of opening of financial bid
- 4.4.11. In case where two or more Eligible Bidders bid the same lowest Quoted Tariff, Eligible Bidder with highest Net worth shall be declared as Qualified Bidder.
- 4.4.12. The date of issuance of LICA shall be intimated by the Nodal Agency to the Successful Bidder.
- 4.4.13. Successful bidder required to submit Performance security of an amount of Rs 10 Lakh per MW within 10 days from issuance of LICA and as per the provisions of Agreement.
- 4.4.14. If Successful Bidder either fails to acknowledge the LICA as per clause 4.4.9. or fails to submit the Performance Security or doesn't sign the Agreement in the prescribed timelines as per the provisions of Clause 4.4.12 and 4.4.13, the Nodal Agency reserves the right to annul/cancel the LICA to Successful Bidder.
- 4.4.15. In case Nodal Agency cancels the LICA issued to the Successful Bidder due to its non-compliance, Nodal Agency may take strict action against the Successful Bidder. It may lead to cancellation of LICA issued to that Successful Bidder. Later, Nodal Agency shall forfeit and debar the Bidder. Nodal Agency shall ask the L2 Bidder to match the L1 rates. Further, if L2 Bidder rejects the Nodal Agency proposal, Nodal Agency shall ask L3 and so on until L5.
- 4.4.16. Nodal Agency at its own discretion has the right to reject any or all the Bid without assigning any reason whatsoever.
- 4.4.17. In case, within 3 months from date of acceptance of LICA by the Successful Bidder, any organization or entity proposes to have Project under RESCO mode, Nodal Agency shall offer new Project to Eligible Bidder at the same Quoted Tariff subject to the condition that the maximum capacity should not exceed beyond 50% of the total bid capacity.

- 4.4.18. The additional capacity as per clause 4.4.17. Shall be first offered to L1 bidder. In case, if L1 bidder did not accept the offer, Nodal Agency shall offer this new Project to L2 at L1 Quoted Tariff only. In case L2 rejects the offer, then Nodal Agency shall offer the new Project to next Eligible Bidder, based on their Financial Bid. Nodal Agency shall continue to do the same until they find a Successful Bidder. Nodal Agency shall have a choice to go beyond L5 in search of Successful Bidder, if required, but it is not an obligation.

4.5. Signing of Agreement

- 4.5.1. The signing of Agreement by the Successful Bidder with the Procurer/Building owner shall happen within 15 days of acceptance of LICA by the Successful Bidder on the basis of Project Capacity as indicated in Annexure- II.
- 4.5.2. Individual Agreement shall be signed by the Selected Bidder with each Procurer/Building owner at the same tariff discovered in this RFP.
- 4.5.3. Any delay beyond 15 Days in signing of Agreement from the date of award of LICA with the Successful Bidder, Procurer's Project shall be excluded from further deliberations.

SECTION V: SCOPE OF WORK

5. Details of Works

- 5.1 Designing, engineering, supply, installation, testing and Commissioning of various capacities of Project as per standard design and specifications and connecting up to existing Mains/ACDB and interfacing internal electrical loads of Project with licensee's network/electrical loads with Comprehensive O&M for period of twenty-five (25) Operational Years for Sale of Solar Power. Power Producer would have to take approval for the interfacing the Project with Grid/Electrical Loads of every location from distribution licensee, as applicable. Comprehensive O&M for twenty-five (25) Operational Year shall be required for each of the Project.
- 5.2 Bidder shall be responsible for all the works related to Commissioning and operation for twenty-five (25) Operational Years of Project. In no case, Procurer or Nodal Agency shall be responsible to pay or increase in tariff for any work related to Project.
- 5.3 It is clarified that the projects awarded under this RFP would not include energy storage with rooftop solar project. However, if Procurer desires to have such arrangement, it would need to pay separately for the battery storage, and associated change in design and civil and electrical works. Such arrangement would not affect the tariff discovered for sale of power under this RFP.

5.4. LEVELLIZED TARIFF

- 5.4.1 Levellized tariff shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a “single responsibility” basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 25 years, goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 5.4.2 Levellized tariff quoted is on lump sum turnkey basis and the bidder is responsible for the total Scope of Work described.
- 5.4.3 The bidder must quote Levellized tariff for each category i.e. 1-9 KWp; 10-49 KWp; 50-99 KWp; and 100-499 KWp.
- 5.4.4 Levellized tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- 5.4.5 Levellized tariff shall be inclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation/adjustment shall be payable.
- 5.4.6 The operation & maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 25 years.
- 5.4.7 The successful bidder shall deposit Service charges equivalent to Capacity allocated @ Rs.2.00 per watt, to CREDA towards supervision and coordination charges. The charges are exclusive of Service Tax and any other taxes, levies, duties, etc. levied by the Government from time to time, which shall be paid extra as per applicable norms.
- 5.4.8 CREDA service charges are towards site visits, inspection; liaison, monitoring etc. Taxes and duties shall be paid extra. The CREDA service charges are non-refundable and for each project the service charges have to be paid as per capacity awarded @Rs.2.00 per Watt.

5.5. INSURANCE

The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage- cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period.

5.6. WARRANTIES AND GUARANTEES

The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide system warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts. The responsibility of operation of Warranty and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and Chhattisgarh State Renewable Energy Development Agency will not be responsible in any way for any claims whatsoever on account of the above.

5.7. TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP

The Design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards and Codes and codes as approved by the MNRE shall be used.

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

5.8. OPERATION & MAINTENANCE (O&M)

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

5.9. METERING AND GRID CONNECTIVITY

Metering and grid connectivity of the roof top solar PV system under this scheme shall be the responsibility of the bidder in accordance with the prevailing CSERC Regulation, 2019 & guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). Chhattisgarh State Renewable Energy Development Agency consumer could facilitate connectivity; however, the entire responsibility lies with bidder only.

5.10 PLANT PERFORMANCE EVALUATION

- a) The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection. For initial commissioning acceptance for release of eligible incentive amount Minimum CUF of 15% should be maintained for a period of 5 years for fulfilling of one of the conditions for release of Performance Security.
- b) The bidder should send the periodic plant output details to Chhattisgarh State Renewable Energy Development Agency for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

5.11. PROJECT INSPECTION

- 5.11.1 The project progress will be monitored by Chhattisgarh State Renewable Energy Development Agency and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from Chhattisgarh State Renewable Energy Development Agency or any authorized agency/ experts.
- 5.11.2 Chhattisgarh State Renewable Energy Development Agency may also depute a technical person(s) from its list of empanelled experts for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufactures facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required.

SECTION VI: CHECKLIST

1. Checklist Envelop -I

Sr. No.	Particular	Copy Attached
1.	Covering Letter (as per Format-1)	Yes/No
2.	Bid Processing Fee (Non-Refundable)	Yes/No
3.	Bid Security (in the form of DD)	Yes/No

2. Checklist Envelop-II

Sr.No.	Particular	Format No.	Copy Attached
1.	Power of Attorney	4	Yes / No
2.	Documents for Technical Eligibility Criteria requirement	-	Yes / No
3.	General Particulars	2	Yes / No
4.	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5.	Declaration for Eligibility Criteria Requirement (Financial)	5	Yes / No
6.	Format for Certificate of Relationship in case of Affiliate (if applicable)	6	Yes / No
7.	Certificate of Incorporation	-	Yes / No
8.	Undertaking Form	7	Yes / No
9.	Consortium Agreement (If applicable)	9	Yes / No
10.	Declaration	10	Yes / No
11.	RFP Document Sealed and Signed along with the corrigenda and addenda (If any)	-	Yes / No

SECTION VII: FINANCIAL BID

Financial Bid Format PRICE BID

(To be submitted only with due encryption)

Design, Supply, Installation, Commissioning, Maintenance and Operation of Grid Connected Solar Rooftop Systems in various Govt. Buildings in Chhattisgarh State Under RESCO MODE

Category of the Project	Levellized Tariff for 25 Years (Rs/kWh)
1-9 KWp	Rs/kWh-
	In Words-
10-49 KWp	Rs/kWh-
	In Words-
50-99 KWp	Rs/kWh-
	In Words-
100- 499 KWp	Rs/kWh-
	In Words-

Note:

- The Levellized tariff shall be calculated up to two decimal places.
- Maximum allowable Levellized tariff for this part is Rs. 4 Per kWh.
- Bids not in conformity with above provisions will be rejected.

Certified that:

- Quoted Tariff must be applicable for sale of Solar Power to Procurer from Initial Part Commissioning to the end of 25th Operational Year or till the Expiry Date. Bidder to provide the Quoted Tariff up to 2 decimal places.
- Above rates are in accordance with specifications & various terms & conditions mentioned in the tender document.
- The above Quoted Tariff is inclusive of any applicable taxes.
- Further, for clarification, Agreement shall be signed for individual Projects. Quoted Tariff shall remain the same for all Projects.
- In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.

Authorized Signature:

Name:

Designation:

Name & Address of the Company/Consortium

SECTION VIII: FORMATS FOR SUBMITTING RFP

FORMAT 1: COVERING LETTER

(The covering letter should be on the Letter Head of the Bidder/ Lead Member of Consortium)

Ref. No. _____

Date: _____

From: Insert name and address of Bidder)

Tel.: _____ Fax: _____

E-mail address: _____

To,

Chhattisgarh State Renewable Energy Development Agency (CREDA)
Near Energy Educational Park, V.I.P. Road (Airport Road)
Raipur

Sub: Request for Proposal (RFP) for Selection of Bidders for Implementation of Roof Top Solar PV Projects aggregating to ~20(Twenty) MWp under RESCO Model in Government Buildings in the state of Chhattisgarh with RFP No.....

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for Standardization of Rates for work of Design, Engineering, Supply, Installation, Testing and Commissioning Including Comprehensive Operation & Maintenance (for twenty-five (25) Operational Years for Sale of Solar Power aggregating to about 20(Twenty) MWp under RESCO Model in Government Buildings in Chhattisgarh, India., hereby submit our Bid comprising of Financial Bid and Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the RFP, dated _____ and RFP attached thereto, issued by Chhattisgarh State Renewable Energy Development Agency (CREDA), as amended. As a token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall be binding on us.

Bid Capacity

We have bid for the following capacity and have accordingly submitted our Price Bids for the same:

Bid Capacity in kWp (For all category) kWp
	In words.....
(Bid Capacity Shall Not Exceed 5000 kWp)	

CREDA reserves the right to allocate capacity to the successful bidders any where in Chhattisgarh.

Bid Security

We have enclosed a Bid Security in form of Demand draft(Bid Security Details) of cumulative amount required of Rs. _____, (in words.....) subject to clause 3.17as mentioned in the RFP.

We have submitted our Financial Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Chhattisgarh State Renewable Energy Development Agency (CREDA) in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered.

Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP, in the event of our selection as Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

We undertake that we have satisfied ourselves with the site conditions of the projects and our proposed financial bid takes into consideration the existing site conditions.

Contact Person

Details of the contact person are furnished as under:

Particulars	Description
Name	
Designation	
Company	
Address	
Telephone Nos.	
Fax Nos.	
E-mail	

We are enclosing herewith the Envelope-I (Covering letter, Processing fee and Bid Security) and Envelope-II (Technical documents) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Chhattisgarh State Renewable Energy Development Agency (CREDA). The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any s or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred and eighty (180) Days from Bid Deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Thanking you,

We remain,

Yours faithfully,

Signature of Authorized Person in whose name Power of Attorney/Board Resolution

Name

Designation.....

Dated the ____ day of _____ 2020

Place:

FORMAT 2: GENERAL PARTICULARS OF THE BIDDER

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Web site	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred by any Govt. Dept. / undertaking for undertaking any work.	
8	Reference of any documentation formation attached by the Bidder other than specified in the RFP.	
9	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
10	Bidder is listed in India	Yes/No
11	TIN No.	
12	CST	
13	GST No.	
14	PAN No.	
15	Service Tax (ST-2)	
16	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
17	Partnership deed or LLP/ Sole Proprietor registration (as applicable) enclosed	Yes/No

(Signature of Authorized Signatory)

With Stamp

FORMAT 3: SHAREHOLDING CERTIFICATE

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT 4: POWER OF ATTORNEY

(To be on non-judicial stamp paper of Minimum Rs. 1000/-)

Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful

attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Selection of Bidders for Implementation of Roof Top Solar PV Projects aggregating to about ____ (in words) kWp under RESCO Model in Government Buildings in the state of Chhattisgarh in response to the RFP No..... Dated: _____ issued

by Nodal Agency including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Nodal Agency may require us to submit. The aforesaid Attorney is further authorized for making representations to the Chhattisgarh State Renewable Energy Development Agency (CREDA) and providing information / responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named

(Insert the name of the executants' company) through the hand of

Mr _____ duly authorized by the Board to issue such Power of Attorney

Dated this _____ day of _____

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

_____(Signature of the executants)

(Name, designation and address of the executants)

Signature and stamp of Notary of the place of execution

Common seal of _____ has been affixed in my/our presence pursuant to Board of Director's Resolution

Dated

WITNESS

(Signature)

Name _____

Designation _____

(Signature)

Name _____

Designation _____

FORMAT 5: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidder/ Lead Member/ Member of Consortium)

To,
Chhattisgarh State Renewable Energy Development Agency (CREDA)

Raipur (C.G.)

Dear Sir,

Sub: Selection of Bidders for Implementation of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power aggregating to about 20 (Twenty) MWp under RESCO Model in Government Buildings in the state of Chhattisgarh in response to the RFP No: Dated:

We submit our Bid for which details of our Financial Eligibility Criteria Requirements are as follows.

Net worth of Indian Rupees _____ Lakh computed as per instructions provided in this RFP based on unconsolidated audited annual accounts (refer Note below). The relevant financial statement for respective years shall be enclosed, duly signed by authorised signatory.

Name of Entity being evaluated	Financial Year	Financial Criteria (fill as applicable) to be met as per Clause 3.7.3
		Net worth (INR Lakh)

Note:

The bidders shall declare in undertaking (Format-11) the criteria on which they fulfil the financial eligibility as per the provisions of this RFP.

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder.

Name: _____

Date: _____

Place: _____

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

FORMAT 6: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER

To,

Dear Sir,

Sub: Request for Proposal (RFP) Selection of Bidders for Implementation of ~20 (Twenty) MWp Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model in Government Buildings in the State of Chhattisgarh.

We hereby certify that M/s_____,M/s_____,M/s_____are the

Affiliate(s) of the Bidder as per the definition of Affiliate as provided in this RFP and based on details of equity holding as on seven (7) Days prior to the Bid Deadline.

The details of equity holding of the Affiliate /Bidder or vice versa as on seven (7) Days prior to the Bid Deadline are given as below:

a) In case of Bidder being Company/ LLP/ Partnership Firm/ Sole – Proprietor:

Name of Company/ LLP/ Partnership Firm/ Sole Proprietor	Name of the Affiliate	Details of Equity Holding of

OR

b) In case of Bidder being Consortium

Name of Member of Consortium	Name of the Affiliate	Details of Equity Holding

Yours Faithfully

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder/ Member of Consortium)

FORMAT 7: UNDERTAKING FORM

Undertaking from Affiliate of Bidder/ Lead Member/ Member of Consortium

Name: _____

Full Address: _____

Telephone No.: E-mail address: Fax/No.: _____

To,

Dear Sir,

We refer to the RFP No: Dated: _____ for Request for Proposal (RFP) for Selection of Bidders for Implementation of ~20(Twenty) MWp Grid Connected Roof Top Solar PV Systems for Sale of Solar Power under RESCO Model in Government Buildings in the State of Chhattisgarh.

We have carefully read and examined in detail the RFP regarding submission of an undertaking, as per the prescribed Format at Annexure of the RFP.

We confirm that M/s (Insert name of Bidder) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in the RFP referred to above in terms of Net worth.

We have also noted the amount of the Performance Guarantees and Bid Security required to be submitted as per the RFP by (Insert the name of the Bidder) in the event of it being selected as the Power Producer.

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidder) to submit the Performance Guarantees and Bid Security in full or in part at any stage, as specified in the RFP, we shall submit the Performance Guarantee and Bid Security not submitted by (Insert name of the Bidder)".

We also undertake that we shall maintain our ownership in M/s _____ (insert name of bidder) at minimum 26% for period of one (1) Year from COD, subject to provisions of Clause 3.3b). **(in case of affiliate)**

We have attached hereto certified true copy of the Board Resolution, whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFP.

Signature of Chief Executive Officer/Managing Director

Common seal of has been affixed in my/our presence pursuant to

Board of Director's Resolution

Dated

WITNESS

_____ (Signature)

Name _____ Designation _____ (Signature)

Name _____ Designation _____

FORMAT 8: FORMAT FOR AGREEMENT

(To be executed by Successful Bidder for Execution of Work on non-judicial stamp paper of INR 1000/-)

This agreement is signed on this ---- (day)----- of ----(month)---- of ----(year)----- at RAIPUR between M/s----- (here-in-after called as “Party No 1”), and

Chhattisgarh State Renewable Energy Development Agency (CREDA), Raipur (here-in-after called as “Party No.2”), on the following terms and conditions:

That, the “Party No.1” has agreed to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No: Dated: issued by “Party No.2”.

That, the “Party No.1” has also agreed to execute work of Design, Engineering, Supply, Installation, Testing and Commissioning, including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model as per scope of work, specifications and all terms and conditions mentioned in RFP No: Dated: ... and as per CSERC Regulation,2019

issued by “Party No.2”, on the rates already accepted / agreed upon as mentioned in the annexed “Financial Bid” sheet, on standardized rates.

That, the rates shown in the Financial Bid sheet(s) enclosed are valid up to ____ - ____ -20__.

That, all terms and conditions, scope of work and specifications mentioned in RFP No: Dated:

..... issued by “Party No.2”, which have been agreed upon and also the condition(s) contained in the correspondence(s) made in this matter will also form part of this Agreement.

That all the terms and conditions of the Agreement for twenty-five (25) Operational Years Comprehensive O&M shall form part of this agreement.

That, in the event of any dispute or difference whatsoever arising under this Agreement, the same shall be referred to arbitrator which shall be as per the provisions of the Indian Arbitration Act, 1996 and the Rule(s) there under. All the proceedings under arbitration will take place in Raipur. The award in such arbitration shall be final and binding on both the parties. In this case, the arbitrator shall be Principal Secretary, Department of Energy, Govt. of Chhattisgarh / Chief Executive Officer, Chhattisgarh State Renewable Energy Development Agency (CREDA), Raipur (CG)

The agreement will be valid up to ____ - ____ -20__ . The validity period may be extended further with the Mutual Consent on unchanged Terms & Condition(s), Specification(s) and Rate(s) up to one Year.

For, the matter(s) of any dispute between the “Party No.1” and “Party No.2” shall be subjected to Raipur jurisdiction.

That, this agreement executed between the parties who affix their signatures at Raipur, in witness whereof the parties hereto have signed the agreement:

Witnesses;

Party No.1

1.

Party No.2

2.

FORMAT 9: FORMAT FOR CONSORTIUM AGREEMENT

Joint Bidding/ Consortium Agreement Format for Participation in “Request for Proposal (RFP) For Selection of Bidder For Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model in Government Buildings in the State of Chhattisgarh.

(To be executed on Stamp Paper of INR 1000/-)

THIS JOINT BIDDING AGREEMENT is entered into on this ____ day of _____ 2020.

BETWEEN

{ _____, party on **First Part** of consortium} and having its registered office at _____

registered office at _____ (Hereinafter referred to as the “**First Part**” or “**Lead**

Member” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

_____ Having its registered office at _____

_____ (Hereinafter referred to as the

“**Second Part**” or “**Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns) The above-mentioned parties of the First and Second Part are collectively referred to as the “**Parties**” and each is individually referred as a “**Party**”

WHERE AS,

- i. Chhattisgarh State Renewable Energy Development Agency (CREDA) (hereinafter referred to as the “**CREDA**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its RFP No: Dated: _____ for award of the rate contract/work under “Selection of Bidders for Design, Engineering, Supply, Installation, Testing and Commissioning Including Insurance, Warranty, Spare Parts and Operation & Maintenance of Grid Connected Roof Top Solar PV Projects for Sale of Solar Power under RESCO model for the Government Buildings in the State of Chhattisgarh (hereinafter called “**Project**”) and Selection of Bidders for the same.
- ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise require, have the

Meaning ascribed thereto under the above-mentioned RFP.

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process of this RFP, only through this Consortium and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) The parties agree to submit bid as Consortium for the projects mentioned under this RFP.
- b) Only First Part shall be evaluated for qualification against technical eligibility criteria as per RFP.
- c) First Part shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.
- d) First Part would be responsible and obligated for successful execution of all work awarded to them by CREDA and in no circumstances the same shall be the responsibility of Second Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.
- e) Second Part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by CREDA.
- g) Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital” shall be in the following proportion: (if applicable)

Name of Member	Proposed % Equity holding
Lead Member (At least 50%)
Member	

3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the date of validity period of Award and further in accordance with the LICA subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

4. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the CREDA. Party of First Part would decide on the representative of Consortium at CREDA.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS RFP for Installation of Solar Rooftop Projects in CG under RESCO AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED For and on behalf of
Lead Member by:

(Signature)
(Name & Designation)
(Address)

In Presence of :
Witness -1

Witness -2

SIGNED, SEALED AND DELIVERED
For and on behalf of Second Part:

(Signature)
(Name & Designation)
(Address)

In Presence of :
Witness -1

Witness -2

FORMAT 10: DECLARATION

(Required to be submitted by the Bidder on Original Letter Head of company)

We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

We declare that we are (please specify & tick mark the relevant point(s) and cross the others):

1. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of CREDA.
2. We declare that we are not involved in financial irregularities / violation of regulations / fraudulent activities like:
 - a) Misappropriation and criminal breach of trust.
 - b) Unauthorised credit facilities extended for reward or for illegal gratification.
 - c) Cash shortages.
 - d) Cheating and forgery.
 - e) Fraudulent encashment through forged instruments, manipulation of books of account or through fictitious accounts and conversion of property.
 - f) Fraudulent transactions involving foreign exchange
 - g) Any other type of fraud not coming under the specific heads as above.
3. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
4. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with Nodal Agency in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

ANNEXURE-I:

POWER PURCHASE AGREEMENT (PPA)

(To be executed between Bidder and Procurer / Building Owner)
Annexed Separately.

ANNEXURE- II:

DISTRICT WISE IDENTIFIED CAPACITIES

District	Tentative Cumulative Capacity in KWp / nos. of Building
Raipur	3915/101
Balodabazar	407/07
Dhamtari	236/08
Mahasamund	191/09
Gariyaband	258/05
Bilaspur	6040/76
Mungeli	246/05
Janjgir-Champa	233/06
Korba	1063/17
Raigarh	1568/08
Durg	1213/15
Bemetara	454/20
Rajnandgaon	409/06
Kawardha	243/05
Ambikapur	488/22
Balrampur	269/16
Koria / Manendragarh	209/08
Surajpur	599/06
Bastar/ Jagdalpur	352/05
Dantewada	658/07
Kanker	431/08
Kondagaon	220/03
Sukma	315/08
Beejapur	151/05

- The lists of proposed sites are mentioned in the data room.
- The number of sites may increase or dropped based upon its feasibility.
- The data room for the same is being developed and will be available to the bidders.

ANNEXURE- III:

TECHNICAL SPECIFICATIONS

Annexed Separately.

The Bidders have the liberty to choose among Indian make or foreign make modules but shall follow the MNRE/BIS Technical specifications and standards for the equipment and material used in the rooftop systems.

ANNEXURE- IV:

Chhattisgarh State Electricity Regulatory Commission (CSERC)
(Grid Interactive Distributed Renewable Energy Sources) Regulations, 2019
Annexed Separately.