

RfS for Selection of Solar Rooftop Power Developers (among SJVN Vendors Empaneled for Arunachal Pradesh under RESCO mode only) for Setting up of cumulative capacity of 1604 kW Grid connected Rooftop Solar Power Projects (Without battery storage) spread in the state of Arunachal Pradesh under RESCO/PPA mode through Tariff-Based Competitive Bidding under PM Surya Ghar: Muft Bijli Yojana.

RfS No. SJVN/RTS/2024-25/Rooftop Solar-7

Tender Search Code (TSC): SJVN-2025-TN000002



ISSUED BY:

SJVN Limited

(A Joint Venture of Govt. of India & Govt. of Himachal Pradesh)

Contracts Section, RTS, SJVN Limited,

Shakti Sadan, Corporate Head Quarter, Shanan, Shimla, H.P (171006)

Website: www.sjvn.nic.in,

Email Id: sjvnrts.contract@sjvn.nic.in

CIN No. L40101HP1988GOI008409

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respects. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SJVN Ltd immediately.
2. If no intimation is received from any bidder within 21 (Twenty-one) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respects and has been received/ acknowledged by the bidder(s).
3. SJVN Ltd. reserves the right to modify, amend or supplement RfS documents including all formats and annexures at any time before the Bid submission date. Interested Bidders are advised to follow and keep track of SJVN's website for updated information. SJVN Ltd. is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. SJVN Ltd. shall not be responsible and accountable for any consequences to any party.
4. This RfS document has been prepared in good faith and on a best endeavor basis. Neither SJVN Ltd. nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of the information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
5. In case of any discrepancy in the documents uploaded on the websites of SJVN Ltd and ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: Shimla

Date: 01.03.2025

SECTION 1:

INVITATION FOR BIDS

SECTION-I: INVITATION FOR BIDS

1.1 INTRODUCTION:

- 1.1.1** SJVN Limited (hereinafter referred to as “SJVN”) is a Joint Venture of Govt. of India & Govt. of Himachal Pradesh and a Navratna CPSE under the administrative control of the Ministry of Power, Govt. of India.
- 1.1.2** This RfS document is in reference to the Guidelines issued vide office memorandum no 318/17/2024-Grid Connected Rooftop (Part 2) dated 03.07.2024 by MNRE for “operational guidelines for saturation of Government buildings with rooftop solar under PM-Surya Ghar: Muft Bijli Yojana in Government Buildings”, including its subsequent changes, necessary amendment(s)/clarification(s), if any. The Ministry of New & Renewable Energy (MNRE), Govt. of India has identified & considered SJVN as a Scheme Implementation Partner (SIP) to facilitate the installation of Grid connected rooftop solar projects for solarization of government buildings/assets pertaining to 18 numbers of Union Ministries/Departments including their autonomous bodies, subordinate offices, CPSEs etc. spread in all over India and 03 states i.e. Himachal Pradesh, Punjab & Arunachal Pradesh in mission under PM Surya Ghar: Muft Bijli Yojana.
- 1.1.3** SJVN intends to implement the mandate for solarization of Government buildings/residences, subordinate offices, autonomous institutions/subordinate offices/Public Sector Enterprises building/location under the administrative control of Government of Arunachal Pradesh under PM Surya Ghar: Muft Bijli Yojana.
- 1.1.4** For solarization of Government buildings belonging to Government of Arunachal Pradesh as conveyed by Arunachal Pradesh Power Development Agency (APEDA), SJVN hereby invites RfS for Selection of Solar Rooftop Power Developers (among SJVN Vendors Empaneled for Arunachal Pradesh under RESCO mode only) for Setting up of cumulative capacity of 1604 kW Grid connected Rooftop Solar Power Projects (Without battery storage) spread in the state of Arunachal Pradesh under RESCO/PPA mode through Tariff-Based Competitive Bidding under PM Surya Ghar: Muft Bijli Yojana.
- 1.1.5** This RfS proposal forms the Stage-II bidding process in respect of “Expression of Interest (EOI) for Empanelment of Vendors for Design, Supply, Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Grid Connected Rooftop Solar Power Projects (without battery storage) on Government Buildings of Arunachal Pradesh allocated to SJVN under PM Surya Ghar: Muft Bijli Yojana” issued vide EOI No. SJVN/RTS/2024-25/Rooftop Solar-1 dated 18.07.2024 including subsequent amendments and clarifications thereof. **Only the vendors empaneled by SJVN for the State of Arunachal Pradesh under RESCO mode are eligible to participate in this RfS.**
- 1.1.6** The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for above Roof Top Solar Projects. The same will not have any bearing on the comparison of bids for selection. As equal opportunity is being provided to all bidders at the time of tendering itself, it is up to the bidders to avail various tax and other benefits. No claim shall arise on SJVN for any liability if bidders are not able to avail of fiscal incentives and this will not have any bearing on the applicable tariff/project cost. SJVN does not, however, give a representation on the availability of fiscal

incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

1.1.7 No Central Government Financial Assistance shall be provided under the solar rooftop scheme for Government buildings of State /Govt. Ministries / Departments.

1.1.8 Bidder shall be deemed to have examined the RfS, to have obtained information in all matters whatsoever that might affect the carrying out of works in line with the scope of work specified in the RfS 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 what all works the Power Producer shall have to complete in accordance with the RfS, irrespective of any defects, omissions or errors that may be found in RfS. 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 RfS and Power Purchase Agreement conditions.

1.2 INVITATION FOR BIDS:

1.2.1 On behalf of SJVN Limited, ONLINE e-Tender Enquiry under Single Stage Two-Envelope Bidding Process (Envelope 1: Technical Bid & Envelope 2: Financial Bid) are hereby invited from the Rooftop Solar Power Developers (SPDs) **among SJVN Empaneled Vendors for the state of Arunachal Pradesh under RESCO mode**, for selection of Solar Rooftop Power Developer for Setting up of **cumulative capacity of 1604 kW** Grid connected Rooftop Solar Power Projects (Without battery storage) spread over in the state of **Arunachal Pradesh under RESCO/PPA mode** through Tariff –Based Competitive Bidding under PM Surya Ghar: Muft Bijli Yojana.”

1.3 BID INFORMATION SHEET:

Sr. No.	Description	
1.	RFS No.	SJVN/RTS/2024-25/Rooftop Solar-7
2.	RFS Date	01.03.2025
3.	Name of Work	1. RfS for Selection of Solar Rooftop Power Developers (among SJVN Vendors Empaneled for Arunachal Pradesh under RESCO mode only) for Setting up of cumulative capacity of 1604 kW Grid connected Rooftop Solar Power Projects (Without battery storage) spread in the state of Arunachal Pradesh under RESCO/PPA mode through Tariff-Based Competitive Bidding under PM Surya Ghar: Muft Bijli Yojana.

		2. Projects will be set up under RESCO/PPA (Power Purchase Agreement) mode
4.	Mode of Tender	Limited e-Tender (Single Stage two Envelope system).
5.	Tender Fee/Cost of RFS Document (Non-refundable)	Amount: INR. 5,900/- (Five Thousand Nine Hundred Rupees only) including GST @18% to be submitted through NEFT/ RTGS transfer in the account of SJVN, along with the response to RfS.
7.	Earnest Money Deposit (EMD)	Amount: INR 17,64,400/- (Rupees Seventeen Lakhs Sixty-Four Thousand Four Hundred only) to be submitted in the form of Bank Guarantee/DD/Payment on Order /NEFT /RTGS/Insurance Surety Bond along with the response to RfS.
8.	Performance Bank Guarantee	As per the RfS document.
9.	Document available for downloading.	As per NIT on ISN-ETS portal.
10.	Date and Venue of Pre-Bid Meeting	10.03.2025 at 15:00 Hrs Venue: Conference Room, SJVN Ltd., Shakti Sadan, Corporate Head Quarter, Shanan, Shimla, H.P (171006). (In case of change in venue, the same shall be intimated separately OR through Video Conferencing (Link to the Pre-bid meeting is mentioned as below.) In case of change in venue, the same shall be intimated separately. MS Team Link: Meeting ID: https://meet.google.com/thq-ofru-dck
11.	Last Date and Time for submission of Online Bids	21.03.2025 till 13:00 Hrs
12.	Last Date and Time for submission of Hard Copy of Documents	31.03.2025 by 18:00 Hrs

13.	Date & Time of Opening of Technical Bid	21.03.2025 at 15:00 Hrs
14.	Date & Time of Opening of Price Bids.	Shall be intimated to bidders.
15.	e-Reverse Auction	Not applicable
15.	Period of Bid Validity	12 Months from the last date of submission of online bids.
16.	CONTACT DETAILS OF ISN- ETS PORTAL	M/s ISN Electronic-Tender Services Pvt. Ltd., Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071, 4229072(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
17	Registration & Electronic- Tender Service Portal Fee	To be paid by the bidder to M/s ISN Electronic-Tender Services Pvt. Ltd., Gurugram

AVAILABILITY OF RfS DOCUMENT:

- 1.3.1** The detailed RfS Document shall be available on the ISN-ETS Portal (<https://www.bharat-electronictender.com>) and on SJVN's website www.sjvn.nic.in (Home Page □ Tender Management (under Quick Links at the Bottom of Home Page) □ Location New Delhi).
- 1.3.2** It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS.
- 1.3.3** In case of any Clarification (s)/ Amendment(s)/Addendum (s)/Corrigendum (s) to this RfS document, the same shall be issued on the websites www.sjvn.nic.in and ISN-ETS Portal (<https://www.bharat-electronictender.com>). However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.
- 1.3.4** Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the above referred websites <https://www.bharat-electronictender.com> and www.sjvn.nic.in. No separate notifications shall be issued for such notices/ amendments/ clarifications etc. in the print media or any other media individually.

Intimation regarding notification on the above shall be updated on www.sjvn.nic.in and the details will be available only from <https://www.bharat-electronictender.com>.

1.4 BID SUBMISSION:

- 1.4.1** A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures from the vendors empaneled by SJVN in Arunachal Pradesh under RESCO mode as per the provisions of this RfS. The respective rights of SJVN and the Bidder/SPD shall be governed by the RfS Documents/Agreement signed between SJVN and the SPD for the package.
- 1.4.2** Interested bidders have to necessarily register themselves on the e-tendering portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender (India) Pvt Ltd to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN- ETS are mentioned in the subsequent RFS documents. The registration & electronic portal fee shall be paid by bidder, as applicable.
- 1.4.3** Empaneled bidders, who meets the Qualification Requirements and wishes to submit bid proposal against this RFS, may download the complete RFS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (<https://www.bharat-electronictender.com>) and submit its Bid complete in all respect as per terms & conditions of RFS Document on or before the due date/extended date of bid submission.
- 1.4.4** For proper uploading of the bid proposals on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SJVN in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.
- 1.4.5** Bidders are required to submit their bid proposals strictly as per terms and conditions of the RFS documents and not to stipulate any deviations/ exceptions.
- 1.4.6** Bidders should submit their bid proposal complete in all respect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), SJVN website <http://www.sjvn.nic.in> and as indicated in the Bid Information Sheet.
- 1.4.7** Bidder shall submit its bid / proposal complete in all respect, Earnest Money Deposit (EMD) along with non-refundable tender fees as per the Bid Information Sheet. Bid proposals received without the prescribed Tender Fees and EMD will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the

respective purpose mentioned herein.

1.4.8 Not used.

1.4.9 SJVN reserves the right to cancel / withdraw / defer this invitation for bid proposal/RFS process at any stage without assigning any reason whatsoever and shall bear no liability whatsoever consequent upon such a decision. No bidder/indenting bidder shall have any claim arising out of such action.

1.5 *FOR ANY ENQUIRY/ CLARIFICATION REGARDING THIS TENDER ENQUIRY, THE BIDDER MAY CONTACT:*

1. Sh. Bhupinder Kr. Dhiman, (DGM, Contracts) Contact No. +91 9418457513
2. Sh. Rajendra Singh Rawat, (Dy. Manager), Contact No. +91 8894065950
3. Sh. Deepak Kumar, (FE- Mechanical), Contact No. +91 9717025892
4. Sh. Abhyuday Singh (FE- Electrical), Contact No. +91 7629910212

1.6 *CONTACT DETAILS OF ISN- ETS PORTAL*

M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team, Customer Support: +91-124- 4229071, 4229072

(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com

1.7 *RfS INVITING AUTHORITY*

Deputy General Manager,

Contracts RTS Section,

SJVN Ltd., CHQ, Shakti Sadan, Shanan,

Shanan, Shimla, 171006 (H.P.)

E-mail: sjvnrts.contract@sjvn.nic.in

Visit us at: www.sjvn.nic.in

----- **END OF SECTION** -----

SECTION II:

DEFINITIONS

SECTION-II: DEFINITIONS

Following terms used in the documents will carry the meaning and interpretations as described below:

- 2.1 "ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and shall include any modifications, amendments and substitution from time to time.
- 2.2 "AFFILIATE"** shall mean a company that, directly or indirectly,
- i) controls, or
 - ii) is controlled by, or
 - iii) is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors to the Board of Directors.
- 2.3 "B.I.S."** shall mean specifications of Bureau of Indian Standards (BIS).
- 2.4 NOT USED**
- 2.5 "BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the qualifying requirements submitted by the Bidder along with all documents/credentials/attachments /annexures etc. as part of its response to the RFS issued by SJVN.
- 2.6 "BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
- 2.7 "BIDDING CONSORTIUM" or "CONSORTIUM"** shall refer to a group of Companies or a combination of Company(ies) in which Lead Member must be a Company as defined in the clause 2.12 of Section-II, that collectively submit the response in accordance with the provisions of this RFS under a consortium agreement.
- 2.8 "CAPACITY UTILIZATION FACTOR (CUF)"** shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time. However for avoidance of any doubt, it is clarified that the CUF shall be calculated on the Contracted Capacity; In any Contract Year, if 'X' MWh of energy has been metered out at the Delivery Point for 'Y' MW Project capacity, $CUF = (X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$;
- 2.9 "CEA"** shall mean Central Electricity Authority.
- 2.10 "CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person or a firm practising in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

- 2.11 “CLIENT ORGANIZATION”** shall mean the entity under the administrative control of Central/Union Government Ministries/Departments, including autonomous bodies, subordinate offices, CPSEs, other units mentioned in this RfS etc.
- 2.12 “COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 1956/2013 or any law in India prior thereto relating to Companies, as applicable.
- 2.13 “CONTRACTED CAPACITY”** shall mean the AC capacity in kW/ MW contracted with Client Organization / SIP for the supply of power by the SPD/Vendor to them at the Delivery Point from the Grid connected Rooftop Solar PV Project
- 2.14 CONTRACT YEAR”** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
- 2.15 “CONTROL”** shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or the right to appoint majority Directors.
- 2.16 “CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting shares of the Company or the right to appoint majority Directors.
- 2.17 “DAY”** shall mean a calendar day.
- 2.18 “DISCOM”** shall mean a Distribution Company, an intermediary company that connects power producers with households and acts as a link between utilities and end-user/consumers.
- 2.19 “EQUITY”** shall mean Net Worth as defined in the Companies Act, 2013.
- 2.20 “GROUP COMPANY”** of a Company means
- i) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - ii) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
 - iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-

Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

2.21 “INSTALLED CAPACITY” shall mean the maximum installed DC capacity of Grid Connected Rooftop Solar PV Project

2.22 INTER-CONNECTION POINT / DELIVERY/ METERING POINT” shall be the single point, at a location mutually agreed by the SPD/Vendor and Client Organization / SJVN, in line with the applicable regulation / rules where Solar Power is delivered by the SPD/Vendor from the Project.

2.23 “JOINT CONTROL” shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

2.24 “LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”: *There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.*

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed until 01 (ONE) year after the Scheduled Commissioning Date (SCD) of the rooftop plant.

2.25 “LETTER OF AWARD” or “LoA” shall mean the letter issued by SJVN to the selected Bidder under this RfS.

2.26 “LIMITED LIABILITY PARTNERSHIP” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

2.27 “LLC” shall mean Limited Liability Company.

2.28 “MEMBER IN A BIDDING CONSORTIUM” or “MEMBER” shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

2.29 “MONTH” shall mean calendar month.

2.30 “NET METERING” means an arrangement for measurement of energy in a system under which rooftop solar PV system installed at eligible consumer’s premises as per DISCOM scheme delivers surplus electricity, if any, to the Distribution Licensee after off-setting the electricity supplied by Distribution License during the applicable billing period.

2.31 “NET-WORTH” shall mean the Net-Worth as defined section 2 of the Companies Act,2013.

2.32 “O&M/ AMC” shall mean Operation & Maintenance/ Annual Maintenance Contract of the supplied equipment/system.

2.33 “PAID-UP SHARE CAPITAL” shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

2.34 “PARENT” shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

- 2.35** “PPA” shall mean the Power Purchase Agreement signed between the Successful SPD and Procurer according to the terms and conditions of the standard PPA enclosed with this RfS;
- 2.36** “PROJECT / PLANT” / “SOLAR POWER PROJECT”/ “POWER PROJECT / ” shall mean Grid connected Rooftop Solar PV Project(s) installed on a single / group of buildings connected to the grid through a single or multiple meters or standalone system. The Project shall include all units / modules, auxiliaries and associated facilities, structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the rooftop solar project.
- 2.37** “PROJECT CAPACITY” shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the Power purchase Agreement shall be signed.
- 2.38** “PROJECT COMMISSIONING”: The Project will be considered as commissioned if all equipment as per rated project capacity has been installed commissioned and energy has flown into grid, in line with the commissioning procedures defined in this RfS/PPA.
- 2.39** “PROJECT DEVELOPER” or “DEVELOPER” shall mean the entity setting up the Solar Power PV Project.
- 2.40** “PROJECT SITE / SITE” shall means Roof Top of Government Buildings belonging to Ministries / Departments (including autonomous bodies, sub ordinate offices, CPSEs, other unit etc.) of Union Government.
- 2.41** “PROMOTER” shall mean Promoter as defined in the Companies Act, 2013.
- 2.42** “RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOCUMENTS” shall mean the “Request for Selections” document issued by SJVN vide RfS No. SJVN/RTS/2024-25/Rooftop Solar-7 dated 01.03.2025 and its subsequent clarifications and amendments thereof (if any).
- 2.43** “RESCO” shall mean Renewable Energy Service Companies.
- 2.44** “RESCO MODEL” or “RESCO Mode” This mode includes all installations in which a Capital Expenditure in the system has been made by third party other than the consumer, under an agreement with a Renewable Energy Service Company (RESCO). In such installations, the RESCO continues to own the assets, and the roof owner is compensated by the RESCO in return for the use of their roof. The RESCO sales power either to roof owner or to the DISCOM under a long-term contractual agreement under a Power Purchase Agreement (PPA). The Project Developer is responsible for construction, commissioning, ownership, insurance and operation of the Project for the entire term of PPA at its own risk and cost.
- 2.45** “SCHEDULED COMMISSIONING DATE” or “SCD” shall be the date as indicated in Clause 6.7.1 of the RfS.
- 2.46** “SJVN” shall mean SJVN Limited.
- 2.47** NOT USED
- 2.48** “SELECTED BIDDER” or “SUCCESSFUL BIDDER” shall mean the Bidder selected pursuant to this RfS.
- 2.49** “SIP” or “Scheme Implementation Partner” shall mean Central Public Sector Undertaking (CPSEs) allocated on nomination basis to Central ministries/departments/states for assisting these ministries/departments/states in deploying rooftop solar power on their asset under “PM

Surya Ghar: Muft Bijli Yojana”.

- 2.50 “SOLAR PV PROJECT”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion of solar energy into electricity through Photo Voltaic Technology.
- 2.51 “SOLAR PROJECT DEVELOPER” OR “SPD”** shall mean the entity setting up the Solar Power PV Project.
- 2.52 “TOE”** shall mean Tender Opening Event.
- 2.53 “ULTIMATE PARENT”** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid-up share capital, either directly or indirectly in the Parent and Affiliates;
- 2.54 “WEEK”** shall mean calendar week.

----- **END OF SECTION** -----

SECTION - III

INSTRUCTION TO BIDDERS

SECTION III: INSTRUCTIONS TO BIDDER

3.1 **OBTAINING RFS DOCUMENTS**

Interested bidders (among vendors empaneled by SJVN for the State of Arunachal Pradesh under RESCO mode) have to download the official copy of RFS Document & other documents after login into the ISN-ETS portal by using the Login ID & Password created on ISN-ETS during registration (Refer Annexure - J). The bidder shall be eligible to submit/upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RFS. **If only free copy of RfS documents are downloaded from ETS portal or RFS documents are downloaded without confirmation or without generating official copy serial number, then the bidders will not be able to submit the bids.** For further assistance, please contact ETS help desk at +91 124-4229071, 124-4229072. Transfer of RFS documents downloaded by one intending bidder to another is not permitted.

3.2 **COST OF DOCUMENTS:**

- 3.2.1** Prospective Bidders interested to participate in the bidding process are required to submit their bid proposals in response to this RFS document along with a non- refundable RFS tender/document fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the **Bid Information Sheet**. Payments against RFS tender/document fee shall be done only through NEFT/RTGS/UPI (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SJVN are as follows:

Account Name : SJVN LTD RTS ARUNACHAL PRADESH
Account No : 43165282158
Name of Bank : State Bank of India
Branch : South Ext Part II New Delhi
IFSC Code : SBIN0003219

While carrying out online transfer, Bidders shall ensure to intimate the details of payment of Tender/ document fee through email to SJVN's mail id: sjvnrts.contract@sjvn.nic.in and also upload the details on ETS portal (Technical Bid Part) in the following format:

Declaration for Payment of Tender Document Fee

Tender Search Code: Bidder
Name:
UTR Reference of Tender Fee Amount
of Tender Document fee:
Date of Transfer:
Transferor Bank:
Bank Account No.:
Bank IFSC Code:

(Signature of Bidder with Seal)

- 3.2.2** In case a Bidder chooses to deduct TDS while making the payments against cost of RfS such TDS details shall be submitted by the Bidder along with the transaction details, as part of online bid submission.
- 3.2.3** Bids submitted without tender/document fee and Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by SJVN.
- 3.2.4** MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar and Startups are **not exempted** from submission of tender/document fee & Earnest Money Deposit (EMD).

3.3 CONTENT OF RFS DOCUMENT:

The RFS Documents shall comprise the documents listed below along with any Amendment/Addendum/Corrigendum/Clarification/Errata issued in accordance with Clause 3.6, if any.

- i) Section I: Invitation for Bids
- ii) Section II: Definitions
- iii) Section III: Instruction to Bidders
- iv) Section IV: Eligibility Criteria
- v) Section V: Bid Evaluation and Selection of Bidders
- vi) Section VI: Conditions of Contract
- vii) Section VII: Forms & Formats for Bid Submission

3.4 COST OF BIDDING:

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

3.5 PRE-BID MEETING:

A Pre-Bid Meeting with prospective bidders will be held on the date and venue mentioned at Clause 1.3 of Section I of this RFS Document. Wherever the bidder finds any discrepancy, omission, ambiguity or conflict in or among the documents issued or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the RFS Inviting Authority, in writing either by email or by post and it must be received to RFS Inviting Authority latest by one day before the scheduled date of pre bid meeting up to 15:00 Hrs. Enquiries/ clarifications may be sought by the Bidder in the following format on email ID: sjvnrts.contract@sjvn.nic.in

Sr. No.	Clause no. of RFS	Provision of RFS	Query of bidder

The bidders are required to submit the queries in MS Word file also.

SJVN will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and SJVN's response will

be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. and www.sjvn.nic.in. Verbal clarifications & information given by SJVN or their employees(s) or their representative(s) shall not be in any way binding on SJVN. Any modification to the RFS Documents that may become necessary as a result of the pre-bid Clarifications shall be made by SJVN through the issue of an Addendum/Corrigendum/Amendment/Clarification pursuant to clause 3.6. SJVN shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids.

3.6 AMENDMENTS TO RFS DOCUMENT:

- 3.6.1** At any time prior to the deadline for submission of Bids, SJVN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the RFS document by issuing Addendum / Corrigendum / Amendment/ Clarification and the same shall be available on the ISN-ETS portal <https://www.bharat-electronictender.com> and SJVN's website www.sjvn.nic.in. No press note will be released in this regard. Therefore, the Bidders are advised to visit the above referred sites regularly before deadline for submission of proposal.
- 3.6.2** All such Addendum/Corrigendum/Amendment/Clarification shall form integral part of this RFS Document. SJVN shall bear no responsibility or liability arising out of non-receipt of the above in time by the Bidders.
- 3.6.3** In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their Bids, SJVN, at its discretion, may extend the deadline for the submission and opening of Bids.

3.7 LANGUAGE OF BIDS:

The Bids prepared by bidders and all correspondences and documents relating to the Bid exchanged by the Bidder(s) and SJVN shall be in English. Supporting documents and printed literature furnished by the Bidders with their bids may be in another language, provided they are accompanied with a certificate of the authorized translator certifying therein an accurate translation of the relevant passages in the above stated language, in which case, for the purposes of interpretation of the Bid, the translation shall prevail.

3.8 BID CURRENCIES:

The bidder shall indicate the entire bid price in INDIAN RUPEES only.

3.9 VALIDITY OF THE RESPONSE TO RfS:

The Bidder shall submit the response to RfS which shall remain valid up to 12 months from the last date of submission of response to RfS ("Bid Validity"). SJVN reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

3.10 EARNEST MONEY DEPOSIT (EMD):

3.10.1 Earnest Money Deposit (EMD) of **INR 17,64,400/-** in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the original last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The bidder has option to submit EMD in the form of Bank Guarantees, DD/Payment on Order/ NEFT/ RTGS /Insurance Surety Bond and shall be issued/transferred in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encased amount shall include all applicable taxes.

Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

3.10.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee.

3.10.3 The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall shall be acceptable only if bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is submitted in accordance with original bid submission date stipulated above and Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

3.10.4 SJVN has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by SJVN in terms of the guarantee as in the case of appropriation of the cash deposit lying with SJVN.

3.10.5 Payment on Order Instrument (POI):

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SJVN within the provisions of RfS/PPA. This instrument would have to be furnished as per **Format 7.3B** of the RfS, within the timelines as per Clause **3.10.1** above, for the amount and validity period as per those Clause **3.10.1** above.

3.10.6 Insurance Surety Bond:

The Bidder has an option to submit Insurance Surety Bond towards EMD. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time. Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety

Bond is submitted. The Stamp Paper/e- stamp paper shall be purchased in the name of Insurance company/ Insurer issuing the Insurance Surety Bond. This would have to be furnished as per **Format 7.3E** of the RfS, within the timelines as per Clause 3.10.1 above.

3.10.7 The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD”.

3.11 FORFEITURE OF EMD:

The BG/Payment of order/DD/ RTGS/ NEFT/ Insurance Surety Bond etc. towards EMD shall be encashed by SJVN in following cases:

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, SJVN offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause **6.12** of the RfS or does not execute the PPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 6.10 of the RfS.

3.12 INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RFS:

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RFS. Detailed Instructions to be followed by the bidders for online submission of response to RFS are stated at Annexure – J Submission of bid proposals by Bidders in response to RFS shall be in the manner described below:

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

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

- iii) Bank Guarantee/Payment of order/ Insurance Surety Bond against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3B/7.3E**.

iv) Signed copies of original documents defining; written power of attorney of the signatory of the Bid to commit the Bidder;

A) In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary Public along with a declaration from the Company Secretary /Corporate Secretary endorsing the validity of the Power of Attorney (To be provided by the bidding Company)

OR

B) In case of a specific Power of Attorney, Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a) Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the PPA with SJVN/entity. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

b) Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

c) Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

d) In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

v) Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

vi) Undertaking regarding no willful default and no major litigation pending as per **Format 7.7**

vii) A disclosure statement as per **Format 7.8/ 7.8A** regarding participation of any related companies in the bidding process.

viii) Signed Integrity Pact between SJVN and the Bidding Company as per **Format 7.9**

ix) ***Attachments:***

a. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if

any) duly certified by a practicing Chartered Accountant/Company Secretary as on a date within 30 days prior to the last date of bid submission. SJVN reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines (if applicable).

- b. Certified copies of annual audited accounts for the last three financial years, ending on 31.03.2024 **or** provisional accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
- c. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- x) Covering letter of the financial bid as per **Format 7.10**
- xi) Not Applicable
- xii) The bidder shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 25 years/tenure of PPA from the date of commissioning of projects.

3.13 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS:

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 3.12 of the RfS.
- iii) If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, SJVN reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/security provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- iv) If the event specified at Clause 3.13(iii) is discovered after the Effective Date of PPA, it shall be treated as “SPD Event of Default” under PPA and consequences as specified in PPA shall apply.
- v) Response submitted by the Bidder shall become the property of the SJVN and SJVN shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in **Clause 6.9.10** of the RfS.

- vi) All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda) submitted online must be digitally signed by the person authorized by the Board as per **Format 7.4**.
- vii) The response to RfS shall be submitted as mentioned in Clause 3.12 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, SJVN reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- viii) The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Price bid.
- ix) All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- x) Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- xi) Response to RFS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by SJVN.
- xii) Response to RfS not submitted in the specified formats will be liable for rejection by SJVN.
- xiii) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xiv) Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of SJVN of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- xv) The Central/State Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between SPD and SJVN as well as SJVN and Client organisation. Subject to the above, only NCT of Delhi/Arunachal Pradesh Courts (as suitable) shall have exclusive jurisdiction in all matters pertaining to this RfS.
- xvi) All the financial transactions to be made with SJVN including service charges and any additional charges (if required), shall attract applicable GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

- xvii) The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight of any important information provided by the bidder for which SJVN shall not be responsible.
- xviii) The Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initiated by the person(s) signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initiating and dating it by the person(s) signing the Bid.
- xix) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.
- xx) Please note that bids in any other mode including Email shall not be entertained under any circumstances.
- xxi) Only NCT of Delhi/ Arunachal Pradesh Courts shall have exclusive jurisdiction in all matters pertaining to RFS.
- xxii) Copy of all requisite Forms and Formats, Balance Sheet/ Audit report/ Profit/loss Statement of last three financial years i.e. FY 2021 – 22, FY 2022-23 and FY 2023-24 shall also be submitted to establish the meeting eligibility requirement as per RfS.

3.14 METHOD OF SUBMISSION OF RESPONSE TO RfS BY THE BIDDER:

3.14.1 Documents to be Submitted Offline (in Original):

- i) The bidder has to submit original of following documents offline.
 - a) Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B).
 - b) DD/Payment on Order/Insurance Surety Bond towards EMD.
 - c) UTR Reference number in case of NEFT/RTGS transfer of EMD .
 - d) Duly Signed Integrity Pact between SJVN and the Bidding Company (Scanned version of the format, duly signed by SJVN's authorized signatory, is attached in RfS).
 - e) Pass-phrases for Technical Bid and Financial bids submitted on the ETS portal.
- ii) Bank Guarantee against EMD or Payment on Order/DD against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of SJVN, Shimla until the last date and time for submission of hard copy of document as mentioned at Clause 1.3 of RfS and extensions of dates, if any.

Note: In all cases, the EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

iii) The bidding envelope shall contain the following sticker:

RfS for Selection of Solar Rooftop Power Developers (among SJVN Vendors Empaneled for Arunachal Pradesh under RESCO mode only) for Setting up of cumulative capacity of 1604 kW Grid connected Rooftop Solar Power Projects (Without battery storage) spread in the state of Arunachal Pradesh under RESCO/PPA mode through Tariff-Based Competitive Bidding under PM Surya Ghar: Muft Bijli Yojana.	
<i>RfS Reference No.</i>	SJVN/RTS/2024-25/Rooftop Solar-7
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on ETS portal</i>	<i>(Enter the OID through which the Bid has been submitted online on ETS portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)(Name of the Authorized Signatory) (Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<i>Deputy General Manager (Contracts), RTS SJVN Limited Shakti Sadan, Corporate Head Quarter, Shanan, Shimla, H.P (171006) Tel No. 011-61901906 Email – sjvnrts.contract@sjvn.nic.in</i>

3.14.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RFS are stated at Annexure-J. The bidders shall strictly follow the instructions mentioned in the electronic form in respective Technical Bid while filling the forms.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee/POI/DD/Insurance Surety Bond against EMD for requisite amount offline, until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and extensions of dates, if any, then the same shall be treated as incomplete bid and Tender Fee/Cost of RFS Document, submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.

All documents of the response to RFS submitted online must be digitally signed and uploaded on

I. Technical Bid (First Envelope)

The Bidder shall upload single Technical Bid containing **scanned copies** of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

- a) Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3 B/ 7.3E, 7.3F, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.11 elaborated in Clause 3.12 of the RfS.
- b) All attachments elaborated in Clause 3.12 of the RfS, under the sub-clause viii: Attachments, with proper file names.
- c) All supporting documents regarding meeting the eligibility criteria.
- d) Scanned Copies of NEFT/RTGS details towards Tender Fee/Cost of RFS Document as mentioned in Bid Information Sheet.
- e) Scanned copies of requisite amount of Bank Guarantee/ Payment on Order Instrument/ Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet.
- f) The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.
- g) Submission of Pass-phrases: In line with Clause 3.13 (viii) and **Annexure-J**, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno- commercial bid.

II. Financial Bid (Second Envelope)

- 1) Bidders shall submit the scanned copy of Covering letter for Submission of Financial Bid as per **Format – 7.10** of the RfS
- 2) **Bidding Parameter:**
 - i) A single levelized tariff as a bidding parameter: The bidding parameter shall be the a firm & fixed levelized tariff quoted in Rs ./kWh for the full term of the PPA.
 - ii) A single tariff to be quoted for state: A single tariff shall be quoted by the Bidder for the state of Arunachal Pradesh. The single tariff quoted by the bidder will be applicable on all buildings considered for that client in the State.
 - iii) The above tariff-fixed for the term of the PPA-shall include all costs related to the Scope of Work as per the RfS and obligations of the SPD under the PPA. The Bidder shall quote for the entire facilities on a "single responsibility" basis such that the tariff covers all the obligations in respect of Site Survey, Feasibility report, Design, Supply, Storage, civil Erection, Testing and Commissioning including Warranty, Operation & Maintenance (25 years), inclusive of all taxes. The fixed tariff should be quoted while accounting for the cost of grid-connectivity and net metering application/ security deposit etc. All costs associated with net-metering will have to be borne by the successful Bidder/SPD.
 - iv) The fixed 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 by the Client Organization/SJVN. However, statutory variation of taxes and

duties may be paid by the Client Organization.

- v) The tariff shall remain firm and fixed and shall be binding on the Successful Bidder/SPD for the Term of the PPA irrespective of actual cost of execution of the Project. No escalation on the tariff will be granted for any reason whatsoever. The SPD shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- V) **Only a single tariff bid for the entire Project capacity of the state, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non- responsive.**

VI) Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelop(s) mentioned above, in any manner.
- (b) In each of the envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SJVN within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any online submission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.
- (e) **In case of submission of Bank Guarantee/ POI/ DD/ Insurance Surety Bond against EMD on online portal on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee/ POI/ DD/ Insurance Surety Bond to SJVN within the timeline specified for submission of hardcopy of the documents, its bid shall be rejected and not considered for further evaluation.**

3.15 DEADLINE FOR SUBMISSION OF BIDS:

3.15.1 Complete Bid must be uploaded at the ISN-ETS portal. The documents to be submitted offline as per Clause 3.14.1 must be received by SJVN at the address of RfS Inviting Authority not later than the last date and time for submission of hardcopy of documents offline as stipulated in the RfS document/ ISN-ETS portal. The date and time for online submission of the bids shall continue to be the date and time as specified in the RfS document or any subsequent amendment for the same. In the event of the specified date for the submission of bids being declared a holiday for SJVN, the hard copy of documents/offline submission will be received up to the specified time on the next working day.

3.15.2 SJVN may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 3.6, in such case all

rights and obligations of SJVN and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

3.16 LATE BIDS:

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly, hard copies of the OFFLINE documents, if received by SJVN Ltd after the deadline for submission as prescribed in RfS document/ ISN-ETS portal, then it will be considered as 'Late Bid' and shall be considered non-responsive and shall be summarily rejected notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline.

3.17 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS:

- 3.17.1 The Bidder may modify, substitute, or withdraw his bid after its submission but in any case, before the deadline for submission of bids.
- 3.17.2 Any alteration/ modification in the Bid or additional information supplied unless solicited by SJVN subsequent to expiry of last date and time of submission of bids shall be disregarded.
- 3.17.3 Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 3.9 shall not be permitted and appropriate action may be taken by SJVN as per provisions mentioned in the Bid Security Declaration submitted by the Bidder.

3.18 BID OPENING:

- 3.18.1 The Technical Bids shall be opened on the scheduled date, time and location stipulated in the RFS Document.
- 3.18.2 The Price Bid shall be opened only of those bidders whose Techno-Commercial Bid are found Techno-Commercially qualified. Financial Bids of the Bidders whose Bids not found Technically qualified shall not be opened and shall not be considered at all any further.
- 3.18.3 If it happens to be a holiday or due to any other technical reasons like non-availability of the Committee Members etc. on the day of opening of the tender, the Bids shall be opened on next working day at the same time.
- 3.18.4 SJVN Ltd shall not be responsible if online bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall remain unopened on the portal and shall not be considered at all any further.

3.19 CLARIFICATION ON BIDS:

To assist in the examination, evaluation, and comparison of bids, SJVN may, at its discretion, ask any bidder for clarification of its Bid. The request for clarification and the response shall be through e-mail but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the SJVN in the evaluation of the Bids. All such responses submitted by the Bidder shall form

part of their bid.

3.20 EVALUATION OF BIDS AND SELECTION OF BIDDER:

The evaluation of Bids and selection of successful Bidders shall be carried out as per the procedure and methodology stipulated in Section V of this RfS Document.

3.21 RIGHT OF SJVN TO REJECT A BID:

SJVN reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, EMD submitted by the Bidders shall be returned to the respective Bidders.

3.22 POST AWARD COMPLIANCES:

Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of SPD. SJVN shall not be liable for issuing any intimations/ reminders to SPDs for timely completion of milestones and/ or submission of compliance documents.

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

3.23 PRE-CONTRACT INTEGRITY PACT:

To improve transparency and fairness in the tendering process, SJVN is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.

The Integrity Pact, signed by all the prospective Bidders and SJVN, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Only those Bidders who have entered into Integrity Pact with SJVN shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter Entering into Integrity Pact as per Performa enclosed in the Tender Document is a basic qualifying requirement.

In case of JV, each partner of JV shall sign Integrity Pact with SJVN. In case of sub-contracting, the Principal Consultant shall be responsible for adoption of Integrity Pact by the sub-Consultant. To oversee the compliance of obligation under the Integrity Pact, Independent External Monitor(s) (IEMs) have been appointed by SJVN. The details are as under:

Sl. No.	Name of IEMs	Address of IEMs
1	Sh. Manoj Pant, IFoS (Retd.)	House no. 70, Usha Colony, Sahastradhara Road, Dehradun-248013 (Uttarakhand), Email-mpant2007@gmail.com
2	Sh. Davendra Verma, ISS (Retd.)	604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.B. Nagar-201310, Uttar Pradesh Email- verma.davendra@gmail.com

The Integrity Pact duly signed on behalf of SJVN is given in Section VII: Forms & Format.

The Integrity Pact along with its Annexure -A (Guidelines on banning of business dealings) and Undertaking (FORM OF DECLARATION OF ELIGIBILITY) enclosed in the RfS Document shall be downloaded, printed and signed by the bidder and the same will be submitted with Bid.

The successful bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of appropriate value prior to signing of Contract Agreement /after Issuance of LoA .

3.24 CORRUPT OR FRAUDULENT PRACTICES:

It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and Construction of such Contracts. In pursuance of this policy:

1. For the purpose of this provision, the terms set-forth below shall mean as under:
 - a. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party
 - b. “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
 - c. “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;
 - d. “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;
 - e. “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 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.
2. A Bid shall be rejected by SJVN if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or Collusive or Coercive practices or obstructive practice in executing the Contract in question and his Bid Security shall be forfeited. The Bidder

shall not be entitled for any compensation whatsoever under this clause.

3. SJVN may declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.
4. The documents/information submitted by Bidder/Contractor may be verified by the officials of SJVN for its authenticity at any time and the Bidder/Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Bidder/Contractor is not genuine, SJVN shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

-----END OF SECTION-----

SECTION IV: **ELIGIBILITY CRITERIA**

SECTION IV:
ELIGIBILITY CRITERIA

4.0 BIDDER MUST MEET THE FOLLOWING QUALIFICATION REQUIREMENTS:

4.1 Not Applicable

4.2 TECHNICAL ELIGIBILITY CRITERIA:

- (a) All SJVN empaneled vendors for the State Arunachal Pradesh under RESCO mode vide EOI No. SJVN/RTS/2024-25/Rooftop Solar-1 dated: 18.07.2024 Tender Search Code (TSC): SJVN-2024-TN000007 shall be eligible for participation and only “Financial Eligibility” criteria of those vendors shall be evaluated.
- (b) The terms and conditions for empaneled vendor(s) vide EOI no. SJVN/RTS/2024-25/Rooftop Solar-1 dated 18.07.2024 shall remain unchanged, if empaneled vendor selected under this RFS and selected vendor shall have to comply the same.

4.3 Not Applicable.

4.4 FINANCIAL ELIGIBILITY CRITERIA:

4.4.1 NET-WORTH: Not Applicable

4.4.2 MINIMUM AVERAGE ANNUAL TURNOVER (MAAT)

The Bidder shall demonstrate a Minimum Average Annual Turnover of **Rs.2,64,66,000/- (Two Crore Sixty-Four Lakh Sixty-Six Thousand Rupees Only)** during the three immediately preceding financial years ending on 31.03.2024 i.e FY : 2021-22 , 2022-23, 2023-24, which should be evidenced by Audited Balance Sheet along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2023-24 is not available, bidders shall submit Annual turnover certificate for FY: 2023-24 from a practicing Chartered accountant/Statutory Auditor to demonstrate fulfillment of above criteria. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

4.4.3 LIQUID ASSETS/WORKING CAPITAL: Not Applicable

4.4.4 CONSORTIUM BIDDERS:

Consortium applications shall comply with the following minimum financial qualifying requirements:

- i) The number of members in Consortium not to exceed three (03) with one of the Members being designated as Lead Member.
- ii) **Lead Member to fully meet the following:**

- a) There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
- b) Minimum Average annual turnover in proportion to its shareholding percentage in the consortium.
- (iii) **The other member to individually meet the following requirements:**
 - a) The shareholding of other member(s) shall be minimum 20% in the Bidding Consortium and overall Bidding Consortium should meet the 100% requirement.
 - (b) All the members of the Consortium to individually fulfill the Minimum Average Annual Turnover criteria specified in the document in proportion to its shareholding percentage in the consortium.
- (iv) The Consortium to collectively satisfy, as a whole, the Financial as well as Technical Requirements specified.
- (v) The parties forming Consortium shall be required to submit a copy of the Consortium agreement already entered into for the purpose. The agreement should contain the role and responsibility of each constituent, the proposed participation share of each member along with the items of work to be executed by each member. It shall also be brought out in the Consortium agreement that in case the Contract is awarded to the Consortium, each member of the Consortium shall be responsible for execution of that item of work for which he claims to have specific experience.
- vi) The shareholding of the Lead member in the Project Company/Special Purpose Vehicle cannot be changed until 01 (ONE) year after the Scheduled Commissioning Date (SCD) of the rooftop plant.

-----**END OF SECTION**-----

SECTION: V

BID EVALUATION AND SELECTION OF BIDDERS

SECTION V
BID EVALUATION AND SELECTION OF BIDDERS

5.0 *BID EVALUATION AND SELECTION OF SUCCESSFUL BIDDERS:*

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

5.1 *EVALUATION OF TECHNICAL-COMMERCIAL BIDS (STEP – I):*

5.1.1 The first envelope (Technical-Commercial Bid submitted online) of only those bidders will be opened whose required documents as mentioned in the RfS are received by SJVN. Bid opening (online) will be done only after the deadline for submission of EMD.

5.1.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super- scribed properly with address, to the bidder.

5.1.3 SJVN will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, SJVN may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SJVN within 07 (seven) days from the date of such intimation from SJVN. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SJVN shall not be responsible for rejection of any bid on account of the above.

5.1.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

5.1.5 DETERMINATION OF RESPONSIVENESS:

i) SJVN will examine the Techno-commercial Bids to determine whether they are complete, whether EMD/Bid Security, RfS tender/Document Fee (if required) have been furnished, whether the bidder has submitted supporting certificates/documents justifying the qualifications/requirements, whether the documents have been properly signed, whether all the requisite declaration, undertakings have been furnished and whether the Technical bids are in order. SJVN may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the evaluation of Bids, pursuant to these Clauses.

ii) Prior to the detailed evaluation, the SJVN will determine whether each Bid is of acceptable

quality, is complete and is substantially responsive to the RfS Document. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the RfS Document without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the RfS Document, SJVN's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

- iii) If a Bid is not substantially responsive, it will be rejected by the SJVN, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

5.1.6 NON-RESPONSIVE BID:

The electronic response to RFS submitted by the bidder along with the documents submitted online to SJVN shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RFS shall be checked for compliance with the submission requirements set forth in this RFS. Any of the following conditions shall cause the Bid to be "Non-responsive":

- (a) Non-submission of the requisite RfS Tender Fee/Cost of RFS Document as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (f) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
- (g) Non-submission or partial submission of EMD in acceptable form along with response to RfS.
- (h) In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

5.2 The Bidder(s) shall be declared as technically qualified provided that their bids are substantially responsive and meet the requirements mentioned at Section-IV: Eligibility Criteria and other

terms and conditions as specified in this tender document. The Financial Bids of only those Bidders will be opened who are Techno-Commercially qualified as per the criteria mentioned above.

5.3 FINANCIAL BID EVALUATION (STEP 2):

- 5.3.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “Fixed Tariff”, quoted by the Bidder in the Electronic Form of Financial Bid.
- 5.3.2 Second Envelope (containing Fixed Tariff) of only those bidders shall be opened whose techno-commercial bids are found to be qualified as per the RfS.
- 5.3.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff in Indian Rupee per kWh for the offered quantum of power. The tariff has to be quoted in Indian Rupee per kWh up to two places of decimal only. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 6.125, then it shall be considered as INR 6.12).
- 5.3.4 In this step, evaluation will be carried out based on tariff quoted by Bidders. However, the tariff quoted by the bidder shall be firm & fixed levelized Tariff and in no case can be more than the prevailing minimum commercial/ non-residential/ Industrial/ (as applicable) Tariff of State DISCOM as on date of bid submission for the quoted sites and submit the undertaking as per format 7.12.
- 5.3.5 On completion of techno-commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SJVN. Thereafter, SJVN will take appropriate action as deemed fit.
- 5.3.6 Based on the ‘Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	₹ 4.10 (Tariff in ₹/ kWh)	L1
B2	₹ 4.20 (Tariff in ₹/ kWh)	L2
B3	₹ 4.30 (Tariff in ₹/ kWh)	L3
B4	₹ 4.30 (Tariff in ₹/ kWh)	L3
B5	₹ 4.43 (Tariff in ₹/ kWh)	L4
B6	₹ 4.60 (Tariff in ₹/ kWh)	L5
B7	₹ 4.65 (Tariff in ₹/ kWh)	L6

5.4 SELECTION OF SUCCESSFUL BIDDERS:

- 5.4.1 For Arunachal Pradesh state, the Bidder quoting the lowest tariff (L1 tariff) will be identified and shall be declared as the Successful Bidder. In case of multiple Bidders quoting the L1 tariff, then the ranking among these Bidders shall be done as follow:
- 5.4.2 The Bidder who has the highest Minimum Average Annual Turnover as per the documents submitted as a part of their bid, shall be considered as L-1.

5.4.3 If there is also a tie among any of these Bidders, then L-1 will be the Bidder who has quoted the highest CUF as per the **Format 7.1** submitted as a part of their bid submission.

5.4.4 There shall be no negotiation on the quoted fixed tariff between SJVN/client Organization and the Bidder(s) during the process of evaluation/capacity allocation.

5.5 *ISSUANCE OF LETTERS OF AWARD (LoAs) :*

5.5.1 At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidder discovered as above. The LoAs shall be awarded for the Tentative Capacity as quoted by the respective successful bidder, or the partial capacity, as the case may be. In case of a Consortium being selected as the successful Bidder, the LoA will be issued to the Lead Member of the Consortium.

5.5.2 In case SJVN is unable to find buyers/off-takers for the tariffs as discovered after the bidding process, SJVN reserves the right to annul the bid process without any financial implications to any of the parties concerned. SJVN reserves the right to cancel any or all of the bids in view of higher tariff discovered or otherwise. In all cases, SJVN's decision regarding selection of Bidder based on tariff or annulment of tender process shall be final and binding on all participating bidders.

-----**END OF SECTION**-----

SECTION VI:

CONDITIONS OF CONTRACT

SECTION VI

CONDITIONS OF CONTRACT

6.1 Scope of Work

- (i) Under this RfS, the selected SPD shall be required to prepare Site Survey , Feasibility Report, Access, Design, Supply, Storage, Civil works (inclusive of construction material & water) Installation, Testing and Commissioning including Warranty, Comprehensive Operation & Maintenance of Solar PV Projects of various capacities of Rooftop Solar on government buildings (including autonomous bodies, sub ordinate offices, Public Sector Enterprises etc.) belonging to **Government of Arunachal Pradesh** as per building defined in **Annexure-D** under PM Surya Ghar: Muft Bijli Yojana. The O&M of the Project during tenure (25 years) of Power Purchase Agreement will include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors/ Power Conditioning Unit (PCU), spares, consumables & other parts etc.
- (ii) The scope of work of the SPD, inter alia, includes obtaining No Objection Certificate (NOC) from the state Distribution Company (DISCOM) i.e. Department of Power, Arunachal Pradesh for grid connectivity/metering (as applicable).
- (iii) The work of Rooftop Solar PV Plant will be implemented in RESCO/ PPA mode.
- (iv) Obtaining Net-metering and grid connectivity of the Project would be the responsibility of the SPD in accordance with the prevailing guidelines of the respective State Regulators (SERC) or Central Electricity Authority (CEA) or the DISCOM, as applicable. The respective Client could facilitate connectivity and necessary approvals; however, the entire responsibility lies with the SPD/vendor itself.
- (v) The SPD shall take all necessary permits, approvals and licenses, insurance etc., and such other items and services required to complete the scope of work mentioned above.
- (vi) Detailed technical parameters for Solar PV project to be met by SPDs are at **Annexure-B**. The Bidders shall strictly comply with the technical parameters detailed in the **Annexure-B**. The provisions as contained in the OM No. 283/59/2024-GRID SOLAR dated 09.12.2024 issued by MNRE on the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of compulsory Registration) Order, 2019-Implementation – Reg.” and its subsequent amendments and clarifications issued shall be applicable. The Modules used in the project should have included in the List – I (Manufactures and Models of Solar PV Modules) and List-II (for Solar PV Cell) of the ALMM MNRE Order applicable under the above Order, valid as on the date of invoicing of such modules. Rest of the components can be procured from any source. However, these items should meet the technical specification and standards mentioned in RfS Annexure-B and Annexure-C.
- (v) The Roof Top Solar Plant will be developed as per the Guidelines issued by the Government of India from time to time for development of grid connected rooftop Solar PV systems and MNRE guidelines for PM Surya Ghar: Muft Bijli Yojana for Government Buildings.
- (vi) The bidders are advised to take cognizance of the O.M. dated 09.03.2021 issued by MNRE,

on the subject of “Imposition of Basic Customs Duty (BCD) on Solar Cells & Modules/Panels”, while preparation of their response to this RfS. The above O.M. and its associated orders issued by the Ministry of Finance will be applicable on this tender and imposition of taxes/duties as laid out in the above OM, will not be considered under “Change in Law” under the PPA.

- (vii) Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed **Format 7.8**

6.2 TOTAL CAPACITY OFFERED

- 6.2.1** The estimated cumulative Project capacity envisaged for the buildings belonging to Government of Arunachal Pradesh is around **1604 kW**. The project wise buildings details under the Client Organizations have been annexed at **Annexure-D**. **The final capacity to be installed will be finalized at the time of signing of PPA between the SPD and the Client Organization/SJVN.**

The selected SPD shall submit the documentary evidence/project feasibility report distinctly furnishing site wise/location wise capacities for concluding of Project/Plant capacity for PPA within **15 Days** from issuance of LOA. The acceptance of final project capacity shall be on SJVN / Client organization discretion.

6.3 PROJECT LOCATIONS

- 6.3.1** The Project shall be installed at various locations in campus of the buildings belonging to Government of Arunachal Pradesh.
- 6.3.2** To facilitate the Bidders, an indicative list of possible rooftops has been enclosed as **Annexure-D**.
- 6.3.3** If required, for setting up RTS Projects, the prospective bidders/developers may visit to the respective sites and assess the feasibility of Rooftop space, building structure etc. including installation capacity in consultation with respective rooftop owner/SJVN. **SJVN shall not bear any cost and responsibility in this regard.**

6.4 PROJECT CONFIGURATION:

- 6.4.1** The term “Project” shall have the meaning as defined in Section II of the RfS. A single Project shall refer to one or multiple Rooftop Solar Plant (s) installed on a single/group of buildings connected to the grid through a single or multiple meters or standalone system at **one premises**.
- 6.4.2** A Single Power Purchase Agreement shall be signed for one Project. The SPD shall be responsible for obtaining Connectivity/Net-metering for each Project.
- 6.4.3** Configuration of each project shall be decided mutually between Client organization/SJVN and Successful bidder.

6.5 MAXIMUM ELIGIBILITY FOR CONTRACTED CAPACITY ALLOCATION FOR A BIDDER:

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

- 6.5.1** A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid for all projects offering a total quantum of Contracted Capacity of **1604 kW**. Bid for split or part capacity is not permitted.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each one of such Bidders will be required to submit the Disclosure as per **Format 7.8A**. In all other cases, Format 7.8 will be applicable.

- 6.5.2** The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be **1604 kW**.

- 6.5.3** The evaluation of bids shall be carried out as described in Section-V of the RfS. The methodology for Allocation of Project is elaborated in Section-5 of the RfS.

- 6.5.4** Subject to the exception as per Clause 6.5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6.6 Connectivity with the Grid

- 6.6.1** The Project should be designed for interconnection with the grid in accordance with prevailing CERC/SERC/DISCOM regulations in this regard. For interconnection with the grid and metering, the SPD shall abide by applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other regulations/procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA), and any other regulations of the concerned DISCOM i.e. Department of Power, Arunachal Pradesh. Minimum voltage level for interconnection with the grid shall be as determined by the DISCOM.

- 6.6.2** The responsibility of getting connectivity and necessary approvals for grid connection and net-metering shall entirely be with the SPD and shall be at the risk and cost of the SPD. The transmission of power up to, and including at the point(s) of interconnection where metering is done for energy accounting, shall be the responsibility of the SPD at its own cost. The maintenance of transmission system up to and including the Interconnection Point shall be the responsibility of the SPD, to be undertaken entirely at its risk and cost.

- 6.6.3** Metering arrangement of each Project shall have to be adhered to in line with relevant clauses of the PPA. The entire cost of transmission (if applicable) and any other charges from the Project up to and including at the Interconnection Point (net -metering point) will be borne by the SPD.

6.7 Commissioning of Projects

When the SPD fulfils its obligation under the PPA, he shall be eligible to apply for completion/commissioning certificate. SJVN and /or Client organization shall issue the

completion certificate to the SPD within one month after receiving any application therefore from the SPD, subject to verification of the documents as per the PPA. For the issuance of commissioning/completion certificate, the following documents will be deemed to form the completion documents.

- (a) At least Two week (14 days) prior intimation to SJVN and the Client Organization for witnessing the Project's inspection/performance.
- (b) Project Completion Report (PCR) containing the detailed checklist for inspection of Roof top SPV power plants as per SJVN's format. (**Annexure-H**)
- (c) Photographs of the Project.

6.7.1 Commissioning Schedule and Penalty for Delay in Commissioning

- a. The Scheduled Commissioning Date (SCD) for commissioning of full capacity of each Projects shall be the date as on **06 Months** from the Effective Date of PPA (for e.g. if Effective Date of the PPA is 01.03.2025, then SCD shall be 31.08.2025). The commissioning schedule of each Project shall be submitted to SJVN before signing of PPA.
- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable penalty shall be limited to the date as on **01 Months** from the SCD or the extended SCD (if applicable) (for e.g. if SCD of the Project is 01.07.2025, then the above deadline for Project commissioning shall be 31.07.2025).
- c. In case of delay in commissioning of the Project beyond the SCD or the extended SCD (if applicable) until the date as per Clause 6.7.1.b above, as part of the penalty, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 400 kW capacity, if commissioning of 200 kW capacity is delayed by 20 days beyond the SCD, then the liquidated damages shall be: (PBG amount) X (200/400) X (20/270). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
- d. In case Commissioning of the Project is delayed beyond the date as per Clause 6.7.1b above, the PPA capacity shall stand reduced/amended to the Project Capacity commissioned and the PPA for the balance capacity will stand terminated.

6.8 POWER SUPPLY BY THE SOLAR POWER DEVELOPER:

6.8.1 Criteria for Energy Supply

The Bidders will declare the annual CUF of the Project at the time of submission of response to RfS, and the SPDs will be allowed to revise the same once within first year after SCD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than **15 %** for Projects to be set up **Arunachal Pradesh**. It shall be the responsibility of the SPD, entirely at its cost and expense to install such number of Solar panels and associated equipment as may be necessary to achieve the required CUF for the entire term of PPA. The SPD shall maintain generation so as to achieve annual energy supply corresponding to CUF within + 10% and -15% of the declared value till the end of 10 years from SCD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA term. The lower limit will,

however, be relaxable to the extent of Force Majeure events and non-availability of grid during solar generation hours, for evacuation which is beyond the control of the SPD. The annual CUF will be calculated every year from 1st April of the year to 31st March next year. Relaxation to the non-availability of grid beyond the control of SPD need to be certified by Client. Further, duly signed hindrance register shall be maintained during the time of execution and O&M.

6.8.2 Shortfall in Energy Supply

Subsequent to Project commissioning, if for any Contract Year, except for the first financial year after Project commissioning, it is found that the SPD has not been able to supply minimum energy corresponding to the value of annual CUF within the permissible lowerlimit of CUF declared by the SPD, the SPD shall be levied **liquidated damages @50% of the PPA** tariff for the shortfall in energy terms, in accordance with terms of the PPA. The liquidated damages shall be recovered on 3 monthly installments starting from next year regular electricity monthly bill raised by SPD.

6.9 Operation & Maintenance (O&M)

6.9.1 The SPD shall be responsible for all the required activities for successful O&M of the Rooftop Solar PV systems during the entire PPA term from the date of commissioning of the Project.

6.9.2 Following guidelines shall be followed in this regard. In addition, following O&M practices shall be strictly followed.

- a) O&M of the Project shall be compliant with grid requirements to achieve committed energy generation//CUF.
- b) Deputation of qualified and experienced engineer/ technicians till the O&M period at project site as & when required as per site conditions.
- c) Periodic cleaning of solar modules. The modules shall be cleaned with a periodic interval of 15 days or as and when required as per actual site conditions. It's the responsibility of the SPD to get the modules cleaned during O&M Period.
- d) A "hindrance register" shall be maintained to record any issues affecting Project O&M. The same shall be duly signed by both parties of the PPA/client.
- e) Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine, preventive and breakdown maintenance.
- f) Replacement of defective Modules, Invertors/PCUs and other equipment, as and when required, will be carried out within 15 working days from the date of reporting of defect which can be extended based on the site accessibility, etc. as mutually agreed by the two parties.
- g) Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer's /supplier's recommendations.
- h) All the testing instruments required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the SPD. The testing equipment must be calibrated once in a year from NABL accredited labs and the certificate of calibration must be kept for reference as required.
- i) If negligence/ mal-operation on part of the SPD's operator results in failure of equipment, such equipment should be repaired/ replaced by the SPD free of cost.
- j) Co-ordination with Owner/ DISCOM/ CEIG as per the requirement for Joint Meter Reading (JMR) Report. The person-in-charge present at site from the SPD's side shall take a joint meter reading in the presence of representative of rooftop owner/client organization on a monthly basis.

- k) Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the SPD with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- l) For any issues related to operation & maintenance, a toll-free number shall be made available to the rooftop owner/client organization to resolve the same within 72 hours.
- m) If any jobs covered in O&M Scope as per RfS are not carried out by the SPD during the O&M period, the Client Organization/SJVN shall take appropriate action as per terms & conditions of this RfS. SJVN/Client organization reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&M activities being carried out by the SPD. Failure to adhere to above guidelines may result in penal action including debarring from participation in next tender.
- n) It is up to SPD and Client organization to mutually decide on the source and amount of water to be supplied for module cleaning during O&M period.

6.10 Performance Bank Guarantee (PBG)

6.10.1 Bidders selected by SJVN based on this RfS shall submit Performance Guarantee for a value **Rs. 2750/kW of accepted final project capacity within 28 days from issuance of LOA**. The PBG shall be submitted on the final capacity of PPA to be signed. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C, 7.3F with a validity period up to (& including) the date as on **12 (Twelve) months** after the SCD. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD (equivalent to cumulative quoted capacity) shall be returned by SJVN to the successful Bidder. If any extension of the Scheduled Commissioning Date (SCD) is granted to the project, the PBG shall also be extended in such a way that it remains valid for **12 (Twelve)-months** beyond the extended the Scheduled Commissioning Date (SCD). PBG shall be submitted for each project separately. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the SPD.

Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS.

6.10.2 The PBG is required to be submitted in the name of the SJVN/Client organization before signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA.

6.10.3 The SPD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV.

6.10.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD), / 7.3 C (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

6.10.5 SJVN has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by SJVN in terms of the guarantee as in the case of appropriation of the cash deposit lying with SJVN.

6.10.6 The selected Bidder for the Project selected based on this RfS is required to sign PPA with Client Organisation/SJVN within the timeline as stipulated in Clause 6.12 of the RfS. In case, Client Organisation/SJVN offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 6.12 (Power Purchase Agreement (PPA) of the RfS, or does not meet eligibility criteria upon submission of documents, or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent/security to the amount of the EMD shall be encashed by SJVN from the Bank Guarantee/security available with SJVN (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

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

6.10.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/SPDs. Any Bank Guarantee or amendment if any, submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS (in case of BGs issued from within India) to the following branch;.

i	Bank Name	State Bank of India, CAG Branch
ii	Branch	CAG Branch
iii	Bank Address	5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001,
iv	IFSC Code	IFSC code: SBIN0017313

6.10.9 After the bidding process is over, SJVN shall release the EMD of the unsuccessful Bidders within **30 days** from issuance of letter of award to successful bidders. The PBG of SPDs shall be returned to them, within **30 days** from the date of expiration of validity of PBG as per Terms of PPA, after taking into account any liquidated damages due to delays in commencement of supply of power etc as per Clause 6.8.2 of the RfS.

6.10.10 PAYMENT ON ORDER INSTRUMENT (POI):

As an alternative to submission of PBG as above, the SPD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the

PBG would be liable to be encashed by SJVN within the provisions of RfS/PPA. This instrument would have to be furnished as per **Format 7.3 D** of the RfS, within the timelines as per Clause 6.10.1 above, for the amount and validity period as per those Clause 6.10.1 above. In case the SPD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause above, will be applicable in this case too.

6.10.11 Insurance Surety Bond:

The Bidder has an option to submit Insurance Surety Bond towards **Performance Guarantee**. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time. Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted. The Stamp Paper/e- stamp paper shall be purchased in the name of Insurance company/ Insurer issuing the Insurance Surety Bond. This would have to be furnished as per Format 7.3F of the RfS, within the timelines as per Clause 6.10.1 above.

6.11 SERVICE CHARGE

6.11.1 The Selected Bidder shall pay service charge @ Rs.1650/- per kW (Indian Rupees One Thousand Six Hundred Fifty per kW) of the total accepted capacity (+ applicable taxes to SJVN).

6.11.2 The service charge will be calculated on the total Project capacity for which PPA to be signed by the SPD. This full charge will be paid to SJVN within **28 days** from issuance of LOA. The service charge paid to SJVN is non-refundable.

6.11.3 Service charge is to be paid by the SPD in the form of DD/ Pay Order/ NEFT/ RTGS. In case of delay in signing of PPA by SPD within **45 days** (or mutually agreed extended date) from issuance of LOA, the awarded capacity shall stand cancelled and BG against EMD will be encashed by SJVN. In case SPD could not sign PPA due to reason attributed to Client organization within 60 days from issuance of LOA or mutually agreed extended date, the LOA will be cancelled without any financial implication to the SPD/SJVN/Client organization.

6.11.4 The PPA shall be signed only after receipt of the full-service charge to SJVN & Performance Guarantee by SPD.

6.12 POWER PURCHASE AGREEMENT (PPA)

6.12.1 The Client Organization/SJVN shall enter into Power Purchase Agreements (PPA) with Successful bidder selected based on this RfS. A copy of standard PPA to be executed between the two parties is available on the ISN-ETS Portal and also on SJVN's website. The PPA shall be signed within **45 days** from the date of issue of Letter of Award (LoA), if not extended by SJVN/Client Organization. (for e.g. If the LoA is dated 01-09-2024, then the last date of signing of PPA shall be 30-10-2024). Subsequent extension in this timeline shall be finalized as mutually agreed by the Client Organization/SJVN and the SPD. PPA will be executed between Client Organization/SJVN and selected bidder, or its SPV, separately for each Project. The PPA shall be valid for a period of 25 years from actual/extended date of

commissioning of the Project.

6.12.2 In case, the client organization fails/deny to convey its acceptance towards the final project capacity submitted by SPD (refer clause 6.2.1 above) which in turn is required to conclude the PPA; then in such case(s) the EMD of the successful bidder shall be refunded without any bearing interest or other charges. Further, in case(s), where the Client Organization deny/fails to sign the PPA even after conveying its acceptance towards final project capacity submitted by SPD; then only EMD & PBG submitted by the SPD shall be refunded without any interest or other charges.

6.12.3 Bidder has to make the complete and careful examinations of feasibility of grid connected rooftop capacity estimation as per the load study of buildings and respective State Electricity regulation of net metering. The selected SPD shall submit the documentary evidence/project feasibility report for finalization of project capacity for PPA within **15 days** from issuance of LOA. The acceptance of final project capacity shall be on SJVN / Client organization discretion.

6.12.4 Under this RfS, it is proposed to promote only the commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The bidder is required to meeting the criteria as mentioned in Section IV in line with provisions of the RfS.

-----**END OF SECTION**-----