

# **SECTION- III**

# **BID DATA SHEETS**

# **(BDS)**

## **BID DATA SHEETS (BDS)**

The following bid specific data for Setting up 200 MW (AC) Solar PV Project at Jhansi, Uttar Pradesh and for 5 years O&M shall amend and/ or supplement the provisions in the Section - II, Instruction to Bidders (ITB)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	<b>SCOPE OF BID (ITB 1.1)</b>	<p><b>The Employer/Owner is:</b>            REC Power Development Consultancy of India Limited,            Plot Number 1-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001, Haryana,            India Website: www.recpdcl.in</p> <p>Kind Attn.: General Manager, Renewable Energy Division            E-mail: rediv@recpdcl.in</p>
2.	<b>BIDS FROM CONSORTIUM/ JOINT VENTURE (ITB 3.0)</b>	<p>Replace the existing clause by the following:</p> <p>Bids from Consortium/ Joint Venture are not ALLOWED</p>
3.	<b>NUMBER OF BIDS PER BIDDER (ITB 4.0)</b>	<p><u>Replace the existing clause by the following:</u></p> <p>Bids from Consortium/ Joint Venture are not ALLOWED</p>
4.	<b>SITE VISIT (ITB 6)</b>	<p><u>Add the following to the existing clause:</u></p> <p>The bidder shall himself obtain all the necessary information as to risks, contingencies and other circumstances which may influence or affect his offer. No consequent extra claims on any misunderstanding or otherwise shall be allowed by the RECPDCL/Owner.</p>
5.	<b>BID CURRENCIES (ITB 14)</b>	<p>Indian Rupees (INR)</p>
6.	<b>BID VALIDITY (ITB 15.1)</b>	<p><u>Replace the existing clause by the following:</u></p> <p>The bid validity period shall be 180 (One Hundred and Eighty Days) from the date of opening of Techno- Commercial Bid (Envelope-I).</p>
7.	<b>EMD (ITB 16)</b>	<p><u>Add the following to the existing clause:</u></p> <p><b><u>16.10 Payment on Order Instrument (POI) against EMD:</u></b></p> <p>As an alternative to submission of EMD, 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 Consultancy 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 Employer/Owner within the provisions of tender. This instrument would have to be furnished as per Format 27 of the tender document, within the timelines, for the amount and validity period as per the clause above.</p> <p>The term “Bank Guarantee (BG) towards/against EMD” occurring in the entire tender document shall be read as “e- PBG/Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
8.	ZERO DEVIATION & REJECTION CRITERIA (ITB 19.1 &19.2)	Clause No 19.1, Zero deviation & Clause No 19.2, Rejection Criteria should be read in conjunction to each other & both clauses points mentioned should complement each other.
9.	DEADLINE FOR SUBMISSION OF BIDS (ITB 22.2)	<b>Add following to the existing clause:</b> <b>For hard copies of bid submission purpose, the address of the RECPDCL is:</b> Kind Attn.: General Manager, Renewable Energy Division REC Power Development Consultancy of India Limited, Plot Number 1-4, REC World Headquarters, D-Block, Sector-29, Gurugram – 122001, Haryana, India Website: <a href="http://www.recpdcl.in">www.recpdcl.in</a> E-mail: <a href="mailto:rediv@recpdcl.in">rediv@recpdcl.in</a>
10.	BID OPENING (ITB 26.1)	<b>Add following to the existing clause:</b> The bid opening shall take place at: Kind Attn.: Shri Mukul Agarwal, General Manager (RE & BD) REC Power Development Consultancy of India Limited, Plot Number 1-4, REC World Headquarters, 2 <sup>nd</sup> Floor, D-Block, Sector-29, Gurugram – 122001, Haryana, E-mail: - <a href="mailto:rediv@recpdcl.in">rediv@recpdcl.in</a>
11.	AWARD (ITB 35)	<b>Replace the existing clause by the following:</b> Subject to "ITB: Clause-29", RECPDCL will award the Contract Agreement (CA) for complete Project to the successful Bidder, whose Bid has been determined to be substantially responsive and has been determined as the lowest (L1) provided that bidder is determined to be qualified to satisfactorily perform the Contract technically.
12.	NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION (ITB 36.1)	<b>Add following to the existing clause:</b> Prior to the expiry of 'Period of Bid Validity', RECPDCL will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" for complete sites through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract
13.	SIGNING OF CONTRACT AGREEMENT (ITB 37.1)	<b>Add following to the existing clause</b> State of which stamp paper is required for Contract Agreement: New Delhi

**ANNEXURE**  
**TO BID DATA**  
**SHEET (BDS)**  
**QUALIFYING**  
**REQUIREMENTS**

## QUALIFYING REQUIREMENTS (QR)

Qualification of the bidder(s) will be based on their meeting the minimum eligibility criteria specified below regarding the Bidder's General Standards, Technical Experience and Financial eligibility as demonstrated by the Bidder's responses in the corresponding Bid documents. The bid can be submitted by an individual Company.

### 1.1 GENERAL ELIGIBILITY CONDITIONS

The bidder should be an Indian company registered in India meeting the technical and financial eligibility requirement (s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India are also allowed to participate in this tender. However, the bidders against whom sanction/debarment/blacklisting for conducting business is imposed by Government of India, are not allowed to participate. The subsidiary of a foreign company, which is registered in India under Companies Act, 2013 prior to the bid submission deadline, is also eligible to participate. The copies of Certificate of Incorporation (Col), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with the bid documents.

It shall be the sole responsibility of the bidder to inform Owner in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.

Limited Liability Partnerships, Proprietorships, Partnerships, NGOs, Charitable Trusts, and Educational Societies are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium).

As the Proprietorships, Partnerships, NGOs, Charitable Trusts, Educational Societies in any form are not allowed to participate in the tendering process, hence any such firm/entity having MSME status is also not eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium).

### 1.2 TECHNICAL ELIGIBILITY CONDITIONS

Bidders can participate meeting Technical Eligibility criteria as mentioned below:

The bidder should have experience in EPC execution of Ground mounted Solar PV Projects on Turnkey basis including Design, Supply (Supply of Modules/Inverters can be inclusive or exclusive in the bidder's scope in the past experience), Installation and Commissioning of Grid connected Solar PV Power Plant of cumulative Capacity not less than 40 (Forty) MWp in last seven Financial years as on last date of bid submission and One single Solar PV Plant of Capacity not less than 10 (Ten) MWp. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least three (03) months prior to the last date of bid submission.

The bidder shall also be considered qualified, in case the award for executing the reference work has been received by the bidder either directly from the owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the bidder along with its techno-commercial bid in support of bidder's claim of meeting the qualification requirement as mentioned above. Bidder shall also submit a certificate of successful completion and operation from the Owner.

### 1.3 FINANCIAL ELIGIBILITY CONDITIONS

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2021-22, 2022-23 & 2023-24) should be INR 120,00,00,000/- (Indian Rupees One Hundred and Twenty crores only). MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

AND

The net worth for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per the Companies Act, 2013.

1.3.1 In case the bidder is a subsidiary of a holding company, the Financial eligibility criteria referred to in clause 1.3 above, shall be

<b>Setting up a Grid-Connected 200 MW Ground-Mounted Solar PV Power Plant at Jhansi, Uttar Pradesh</b>	<b>Tender No.:</b> <b>RECPDCL/UPNEDA/200MWSOLAR/EPC/ FY25/001 dated: 17.05.2024</b>	<b>BDS</b> <b>Page 5 of 6</b>	<b><u>Signature of</u></b> <b><u>Bidder</u></b>
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of that subsidiary company only (i.e. excluding its holding company).

- 1.3.2 The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth for the purpose of verification.
- 1.3.3 The derivation of Net Worth” of the Bidder shall be calculated as per Company Act 2013.
- 1.3.4 Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.
- 1.3.5 A scanned copy of Certificate of Incorporation of the Bidder shall be furnished in the bid (through online mode).
- 1.3.6 Bidders shall furnish documentary evidence as per the prescribed format (online as well as offline), duly certified by the Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial eligibility.

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- (i) Details of Financial capability of Bidder” as per format F-14 ( Section VI- Forms) duly signed and stamped by a Chartered Accountant (format attached).
- (ii) Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Eligibility Criteria. In case of tenders having the submission deadline up to 30<sup>th</sup> September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30<sup>th</sup> September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

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