

TENDER DOCUMENT FOR GRID CONNECTED GROUND MOUNTED CAPTIVE SOLAR PV SYSTEMS



**RENEWABLE POWER CORPORATION OF KERALA LIMITED
(RPCKL)**

(A joint venture of KSEBL & Solar Energy Corporation of India)

Incorporated Under the Companies Act 2013, CIN- U40106KL2016PLC039891

**Kanhangad South,
Kasaragod (District),
Kerala 671531.**

Tel No: 0467-220-6601, Mob No. 9447236817

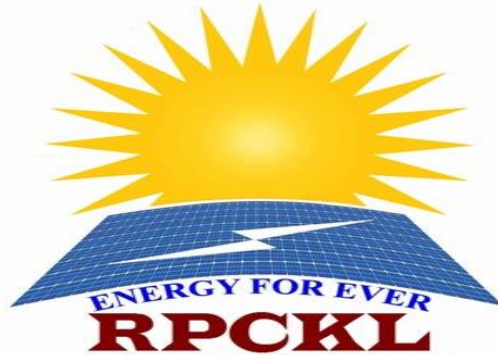
E-mail: ceoksebl@gmail.com

**Renewable Power Corporation of Kerala Ltd
(RPCKL)**

**Request for proposal (RFP) of Bidders for build, own and operate 5-10 MW Grid
Connected Ground Mounted Captive Solar PV Power System
at Nellithadam, Kasaragod, Kerala.**

RFP No: RPCKL / 28 / 2022-23 / e-tender 1 / 2022

Dated: 27-04-2022



Renewable Power Corporation of Kerala Ltd (RPCKL)

(A joint venture of KSEBL & Solar Energy Corporation of India)

Incorporated Under the Companies Act 2013, CIN- U40106KL2016PLC039891

**Kanhangad South,
Kasaragod (District),
Kerala 671531.**

Tel No: 0467-220-6601, Mob No. 9447236817

E-mail: ceoksebl@gmail.com

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Renewable Power Corporation of Kerala LTD (RPCKL)

Kanhangad South, Kasaragod (District)

Kerala (Pin 671531)

E-mail: ceoksebl@gmail.com

Website: www.etenders.kerala.gov.in

RFP NO: RPCKL/28/2022-23/ e-tender 1/2022

Dated: 27-04-2022

Renewable Power Corporation of Kerala Ltd (hereafter called RPCKL) Invites bids from the eligible bidders to participate in the Request for Proposal (RFP) of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Ground Mounted 5-10 MW Captive Solar PV power system for 23 years at Nellithadam under Kasaragod Solar Park in Kasaragod district, Kerala.

For the implementation of above mentioned work, Bidders should submit their bid proposal/application along with all supporting documents complete in all aspect on or before 18-05-2022 up to 17:30 hrs online and hard copy shall be submitted by 21-05-2022 till 15:00 hrs at the office of “Renewable Power Corporation of Kerala Ltd” in the prescribed format.

Bidder shall submit bid proposal along with non-refundable processing fee, complete in all respect as per the Bid information sheet. Techno-Commercial bids will be opened on 20-05-2022 11:00 hrs in presence of authorized representatives of bidders/applicants who wish to be present. Bid proposals received without or lesser than the prescribed processing fee and Bid Bond will not be considered. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, “Technical specification”, various conditions of contract, formats, etc. can be downloaded from website www.etenders.kerala.gov.in . Any amendment (s)/corrigendum/clarifications with respect to this Bid shall be uploaded on website only. The Bidder should regularly follow up for any Amendment/corrigendum/clarification on the above website. It is mandatory to download official copy of RFP documents from the electronic Tender system portal www.etenders.kerala.gov.in to participate in the Tender.

RPCKL reserves the right to reject any or all proposals without assigning any reason thereof.

CEO RPCKL Kasaragod, Kerala

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

DISCLAIMER

1. Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy themselves that the document is complete in all respects. Information of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven (7) days from the date of notification of RFP/Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
2. RPCKL reserves the right to modify, amend or supplement this RFP document including all formats and Annexures.
3. While this RFP has been prepared in good faith, neither RPCKL 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 information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omissions on their part.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

BID INFORMATION SHEET

Document Description	This Bidding document is for the 5-10 MWp Grid Connected Ground Mounted Captive Solar PV Power system at Nellithadam, Kasaragod, Kerala by RESCO or Captive Consumers.
RFP No. & Date	RFP No: RPCKL /28/2022-23/ e-tender 1/2022 Dated: 27-04-2022
Tender document download start date	30-04-2022 11 am
Tender document download end date	18-05-2022 17.30 hrs
Clarification start date	30-04-2022 11 am
Clarification end date	07-05-2022 10 am
Bid submission start date	10-05-2022 12 pm
Pre-bid conference/clarification Meeting	A Pre-bid conference shall be held on: 07-05-2022 at 10 am
Last date & Time of submission Of Response of RFP (Online)	18-05-2022 up to 17:30 hrs.
Last date & Time of submission of Response of RFP (Hard copy)	21-05-2022 till 15:00 hrs.
Bid opening (Techno-commercial)	20-05-2022 11:00 hrs.
Bid Processing Fee (non-refundable)	Rs. 5900/- (Rupees Five Thousand Nine Hundred Only) (Rs 5000 + 18% GST) online only
Bid Bond	Bid Bond shall be furnished along with the response to RFP for Rs. 5.5 Lakh (Rupees Five Lakh Fifty Thousand Only) Online only
Performance Security	Performance Security shall be furnished by the successful bidder after issue of letter of Allocation by RPCKL details.
Name, Designation, Address and other details (For submission of Response to RFP)	Chief Executive Officer Renewable power corporation of Kerala Ltd (RPCKL), CIN- U40106KL2016PLC039891 Kanhagad South, Kasaragod district, Kerala Pin: 671531 Tel No: 0467-220-6601, 9447236817 Email: ceoksebl@gmail.com

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the Website.

No separate notifications will be issued for such notices/amendment/clarification etc. in the print media or individually.

All the information related to this RFP shall be updated on the www.etenders.kerala.gov.in website.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

GENERAL TERMS AND CONDITIONS FOR E-TENDERING

1. The detail tender notice and Tender document can be seen on website :www.etenders.kerala.gov.in and downloaded online from the portal: www.etenders.kerala.gov.in by the firms/individual registered on the portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. Bid processing fee (non-refundable) and Bid bond shall be remitted online to the account number given in the remittance form provided by the e-procurement system for this particular Bid. Only Internet Banking is allowed as mode of payment.
4. **Bidder should ensure that Bid processing fee and Bid bond are remitted as one single transaction and not separate. Separate or split remittance shall be treated as invalid transactions and system will automatically reject the tender.**
5. **Online registration process:** Bidders should have a class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one time process without any registration fee. However, bidders have to procure DSC at their own cost.
6. **Online Tender Process:** The tender process shall consist of the following stages:
 - **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
 - **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
 - **Bid Submission:** Bidders have to submit their bids along with the supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in.
 - **Opening of Technical Bid:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online as well as offline). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- **Opening of Financial Bid:** Bids of the qualified Bidders shall only be considered for opening and evolution of financial bid on the date and time mentioned in critical dates section.

The Bidder shall complete the Price bid as per format given for download along with this tender.

The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

7. All bidders participating in the Bid should have a valid Digital Signature Certificate availed from an approved certificate authority. More details about the e-tendering please contact: Thiruvananthapuram/Ernakulam/Kannur Kerala State IT Mission, e-Government Procurement PMU & Helpdesk, Basement Floor of pension Treasury Building, Uppala Road, Statue, Thiruvananthapuram & Kerala State IT Mission, e-Government Procurement Support Centre, Infopark Technology Centre, I8C, Sector-E, JINI Stadium, Kaloor, Ernakulam and Kerala State IT Mission e-procurement support centre, 1st Floor, Civil Station, Collectorate, Kannur on all working days from 10 am to 5.30pm. (Phone No. **0471 – 2577088, 2577188, 2577388** through e-mail: etendershelp@kerala.gov.in, helpetender@gmail.com).
8. **Online Payment Modes:** The tender document fees and EMD can be paid via Internet Banking only through e-Payment facility provided by the e-Procurement system:

The Bid processing fee and Bid Bond can be paid in the following manner through e-Payment facility provided by the e-Procurement system

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e-Procurement System.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a) **SBI Account Holders** shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) **Other Bank Account Holders** may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

- I. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (helpetender@gmail.com/ etendershelp@kerala.gov.in), for resolution of the problem. At the same time, matter must be intimated to the concerned Tender Inviting Authority via email.

The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last minute issues that may come up.

- **Amount as per Remittance form:** Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- **One Remittance Form per Bidder and per Bid:** The remittance form provided by e-procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

9. SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

- 10.** The interested bidders must remit the funds at least T + 2 working days (Transaction + Two working days) in advance (up to 15:00 hrs). The intended bidder/ Agency thereafter will be able to successfully verify their payment online, and submit their proposal on or before the expiry date & time of the respective events/Tenders at www.etenders.kerala.gov.in
- 11.** RPCKL reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
- 12.** If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
- 13.** The offer will remain valid up to 180 days from the due date of submission of tenders.
- 14.** Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

TABLE OF CONTENTS

PREFACE.....	3
DISCLAIMER.....	4
BID INFORMATION SHEET.....	5
GENERAL TERMS AND CONDITIONS FOR E-TENDERING.....	7
TABLE OF CONTENTS.....	13
DEFINITIONS & ABBREVIATIONS.....	15
INTERPRETATIONS.....	18
SECTION – I	19
A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS.....	19
1. INTRODUCTION.....	19
2. BID DETAILS.....	22
3. INSTRUCTIONS TO THE BIDDERS.....	22
4. USE OF TECHNICAL AND/OR FINANCIAL STRENGTH OF PARENT COMPANY.....	22
5. ELIGIBILITY CRITERIA.....	23
6. BID SUBMISSION BY THE BIDDER.....	25
7. SUBMISSION OF TENDERS.....	26
8. CLARIFICATION AND PRE-BID METERING.....	27
9. BIDDING PROCESS.....	28
10. VALIDITY OF BID.....	30
11. COST OF BIDDING.....	31
12. BID BOND.....	31
13. PERFORMANCE SECURITY.....	32
14. OPENING OF BIDS.....	33
B. CONDITIONS OF CONTRACT.....	35
15. SCOPE OF WORK.....	35
16. UPFRONT DEVELOPMENT CHARGES.....	35
17. RECURRING EXPENSES.....	35
18. WARRANTIES & GUARANTEES.....	37
19. OPERATION & MAINTENANCE.....	37
20. METERING & GRID CONNECTIVITY.....	38
21. SETTLEMENT OF DISPUTE.....	39
SECTION – II.....	42
22. BID EVALUATION.....	42
23. PRELIMINARY EXAMINATION.....	43

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

24. EVALUATION OF BIDDER’S FULFILMENT OF ELIGIBILITY CRITERIA.....	43
25. PENALTY FOR DELAY IN PROJECT IMPLEMENTATION.....	44
26. COMMISSIONING /COMPLETION CERTIFICATE:	45
27. DEBARRED FROM PARTICIPATING IN RPCKL TENDER.....	47
SECTION – III.....	48
FORMATS & ANNEXURES.....	48
FORMAT-A: SHAREHOLDING CERTIFICATE.....	48
FORMAT-B: PRICE BID.....	49
FORMAT-1: COVERING LETTER.....	50
FORMAT-2: GENERAL PARTICULARS OF THE BIDDER.....	53
FORMAT-3: FORMAT FOR BID BOND.....	54
FORMAT-4: POWER OF ATTORNEY.....	56
FORMAT-5: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT.....	59
FORMAT-6: FORMAT FOR CERTIFICATE OF RELATIONSHIP OF PARENT COMPANY OR AFFILIATE WITH THE BIDDING COMPANY.....	62
FORMAT-7: UNDERTAKING FROM THE FINANCIALLY EVALUATED ENTITY OR ITS PARENT COMPANY/ULTIMATE PARENT COMPANY.....	63
FORMAT-8: LAND USE AGREEMENT.....	65
FORMAT-9: IMPLEMENTATION AGREEMENT.....	74
SKETCH OF LAND FOR 5-10 MW SOLAR PARK AT NELLITHADAM	86

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

DEFINITIONS AND ABBREVIATIONS

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

- 1) **“Affiliate”** shall mean a company that either directly or indirectly
 - a) Controls or
 - b) Is controlled by or
 - c) Is under common control witha Bidding company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 2) **“B.I.S”** shall mean specifications of Bureau of Indian standards (BIS).
- 3) **“Bid/Tender”** shall mean the Techno Commercial and price Bid submitted by the Bidder along with all documents/credentials/attachments/annexures etc, in response to this RFP, in accordance with the terms and conditions hereof.
- 4) **“Bidder/Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company/ including its successors, executors and permitted assigns as the context may require.
- 5) **“Bid Bond”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder in the prescribed Format-3, Format for Bid Bond.
- 6) **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid information sheet.
- 7) **“Bid Capacity”** shall means the capacity offered by the bidder in his Bid under invitation.
- 8) **“CEA”** shall mean Central Electricity Authority.
- 9) **“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.
- 10) **“Competent Authority”** shall mean (Designation of Competent Authority) of [Name of the organization] himself and/or a person or group of persons nominated by MD for the mentioned purpose herein.
- 11) **“Commissioning”** means successful operation of the project/works by the contractor, for the purpose of carrying out performance Test(s) as defined in RFP.
- 12) **“Company”** shall mean a body incorporated in India under the companies Act, 1956 or Companies Act 2013 including any amendment thereto.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- 13) **“Capacity Utilization Factor”** (CUF) shall mean the ratio of actual energy generated by SPV project over the year to the maximum possible output from it for a year (kWh) under ideal conditions. $CUF = \frac{\text{actual annual energy generated from the plant in kWh}}{(\text{installed plant capacity in kW} \times 365 \times 24)}$. Monthly CUF = $\frac{\text{Monthly plant output in kWh}}{\text{installed plant capacity in kW} \times \text{number of days in a month} \times 24}$.
- 14) **“Developer”** means the successful bidder who is establishing the Solar Power Plant in the designated area.
- 15) **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in clause 3.3 of this RFP
- 16) **“Financially Evaluated Entity”** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in clause 3.3.3 hereof.
- 17) **“IEC”** shall mean specifications of international Electro-technical Commission.
- 18) **“kWp”** shall mean Kilo-Watt-Peak.
- 19) **“kWh”** shall mean Kilo-Watt-Hour.
- 20) **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India.
- 21) **“Minimum Bid Capacity”** shall mean 5 MWp which is the minimum capacity for which the Bidder can submit its Bid. Bidder(s) quoting less than minimum bid capacity shall be out rightly rejected.
- 22) **“Maximum Bid Capacity”** shall mean 10 MWp which is the maximum capacity for which the Bidder can submit its Bid.
- 23) **“O&M”** shall mean operation & maintenance of Solar PV system for 23 years.
- 24) **“Project Capacity”** means capacity in kWp offered by the Bidder. The Project Capacity specified is on “AC” output side only.
- 25) **“Performance Ratio”** (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. $PR = \frac{\text{Measured output in kW}}{\text{Installed plant capacity in kW} \times (1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2)}$.
- 26) **“Parent”** shall mean a company, which holds more than 51% equity either directly or indirectly in the Bidding Company or Project Company developing the Project.
- 27) **“Project Company”** shall mean Company incorporated by the bidder as per Indian Laws in accordance with clause no.3.4.
- 28) **“Price Bid”** shall mean Envelope III of the Bid, containing the Bidders quoted price as per the section- IV of this RFP.
- 29) **“Qualified Bidder”** shall mean the Bidder(s) who after evaluation of their Techno Commercial Bid as per **clause 3.3.2** stand qualified for opening and evaluation of their Price Bid.
- 30) **“RESCO”** shall mean Renewable Energy Service Companies.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- 31) **“RESCO Model”** The RESCO model is one of the methods of implementing solar Projects. Under the RESCO model, a renewable energy service company (**RESCO**), (i.e. an energy service company that sells energy to consumers/utility from renewable energy sources), develops, installs, finances, operates and owns the solar power project (**Project**), and supplies power generated from the project to the consumer/utility to the grid through ABT import-export metering.
- 32) **“RFP”** shall mean Request for Proposal (RFP/Bid document/Tender document).
- 33) **“Statutory Auditor”** shall mean the auditor of a company appointed under the provisions of the companies Act, 1956 or under the provisions of any other applicable governing law.
- 34) **“Successful Bidder(s)/Contractor/Project Developers(s)”** shall mean the Bidder(s) selected by RPCKL pursuant to this RFP for implementation of Ground Mounted Captive/RESCO Solar PV system as per the terms of the RFP documents, and to whom an Allocation Letter has been issued.
- 35) **“SNA”** shall mean State Nodal Agency.
- 36) **“Ultimate Parent”** shall mean a company, which owns at least more than fifty percent (51%) equity either directly or indirectly in the parent and Affiliates.
- 37) **“Wp”** shall mean Watt Peak.
- 38) **1MWp** for the purpose of conversation in **kWp** shall considered as 1000kWp.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different Parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

SECTION – 1

A. INTRODUCTION, BID DETAILS AND INSTRUCTION TO BIDDERS

1. Introduction

1.1. Over view

Kerala State Electricity Board Ltd (KSEBL) and the Solar Energy Corporation of India (SECI) have formed a joint venture company in 2016 called Renewable Power Corporation of Kerala Ltd (RPCKL) with the view to develop solar parks in the state of Kerala. RPCKL has embarked in land identification and assessment in the northern district of Kasaragod in Kerala to develop solar park. RPCKL has identified land to the extent of around 1086.74 areas and the same is spread across several panchayath. 500 acres of land has been allocated to RPCKL for the development of a 105MWp Solar Park. IREDA has commissioned a 50MW plant at Ambalathara inside one of the solar plants in the ratio utilized/actual is 1.68 hectare per MW. THDCIL has commissioned another 50MWp plant at Kommangala.

1.2. This bid is for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power plant at Nellithadam under Kasaragod Solar park in, Kasaragod district, Kerala. The area available is 10.96 hectare. The Global Horizontal Irradiance (GHI) values for the region is found to be around 1800 to 1850 kWh/m² per year. The site mainly have laterite soil rocks. Laterite is a hard soil, but not as hard as rocks or stones. Thus it is expected that the hard soil will contribute to shallower foundations and also better bearing strength than soft soils.

1.3 Water Availability

A rapid hydrogeological assessment was undertaken in 2017 based on a preliminary survey (using geological compass techniques) and using secondary information sources, it was concluded that the area is generally feasible for construction of bore wells and also open wells.

1.4 Monsoon is generally during the month of June to November in Kasaragod and averages annually to about 3000mm. Non monsoon rain is during December to May, and is typically 6.4% of the total rainfalls.

1.5 Location The location of the site at Nellithadam is 12^o 21.343^oN, 75^o 8.291^o E

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

1.6 Power Evacuation

6.5 Km 33KV DC overhead line from Ambalathara 33/220kV Solar park Substation is passing along the road in the plot. A LILO arrangement to this existing overhead line is to be done for power evacuation. Successful Bidder has to construct a 33kV Metering Station with standard Electrical Protections. LILO and 33kV bus arrangements with Isolators will be done by RPCKL.

1.7 Metering and SCADA Arrangements

- a) The inter connection point/Delivery point/Metering point shall be the point at 33KV busbar where the power from the solar power project is injected into the 33kV LILO arrangements connected to the grid. The metering shall be done at this interconnection point where the power is injected into the grid i.e. is Delivery points for interconnection with grid and metering, the developers shall abide by the relevant KSERC/CERC Regulations, Grid code, and CEA (installation and operation of meters) Regulations 2006 as amended and revised from time to time.

The metering shall be on ABT platform. A set of main and check meters of 0.2S accuracy class, as per CEA (installation and operation of meters) Regulations 2006/IEGC as applicable, shall be procured as installed by the developer at interconnection point of the project based on specifications provided by KSEBL. A standby meter shall also be installed at the interconnection point. All meters (main, check and standby) and the associated equipment's (CT & PT) shall be of 0.2S accuracy.

The main, check and standby meters shall be checked and sealed jointly at the time of installation as per the CEA (installation and operation of meters) Regulation 2006 as amended from time to time. Data shall be from the meters at regular intervals as decided by the SLDC for preparation of energy account. If the main meter or the check meter is found to be not working at the time of meter readings or at any other time, the solar park developer shall inform the SLDC of the same.

- b) **SCADA:** Instantaneous generation has to be made available through Scada and the same has to be made available at State load dispatch centre as per IEC60870-4 by the successful bidder.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

1.8 Roads and Access

- I. Roads inside the project area is to be developed by the solar project developer. Bituminous Panchayath/PWD road is available for the free access to the site. The existing PWD/Panchayath road in the scheduled property to be retained as such. Any damages to this road during the execution of work shall be rectified free of cost by the successful bidder.
- 1.9 Renewable Power Corporation of Kerala Ltd (RPCKL) intends to develop grid connected ground mounted solar PV project of 5-10 MWp capacity at Nellithadam through RESCO/Captive route.
- 1.10 Bidder can either be a RESCO or Captive Consumers.
- 1.11 The scheme targets installation of 5-10 MWp grid-connected ground mounted captive solar PV system. The generated solar power may be utilized for captive application. The scheme aims to reduce the fossil fuel-based electricity load on main grid.
- 1.12 RPCKL which expression shall also include its successors and permitted assigns, hereby Invites interested companies to participate in the bidding process for the selection of successful Bidder(s) for implementation of 5-10 MWp grid connected ground mounted solar photovoltaic projects at Nellithadam, Kasaragod (District), Kerala indicated herein under.
- 1.13 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and/or documents as required may render the bid technically unacceptable.
- 1.14 The Bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found the bid documents.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

2. Bid Details

2.1 The bidding process under this RFP is for setting up 5-10 MWp grid connected ground mounted solar project by RESCO or captive power consumers.

2.1.1. Bids are invited from prospective bidders for the tendered capacity as indicated and will be awarded to the bidders **who quotes the highest upfront Development Charge.**

2.2. Size of the Projects

2.2.1 The minimum installed capacity of the project shall be 5MWp. The area available for the Project shall be 10.96 hectares. Offers below 5MWp will be rejected.

3. Instructions to the Bidders

3.1 Bidder must meet the eligibility criteria independently as a Bidding Company, or as a bidding consortium with one of the members acting as the lead member of the consortium.

- a) Bidder will be declared as a qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid
- b) In case of Bidding Consortium the financial eligibility criteria like annual turnover or Net worth shall be fulfilled by the lead member or parent company of the lead member while the technical eligibility criteria shall be fulfilled by consortium members. In case bidder is a consortium a consortium agreement has to be furnished along with the Bid.
- c) Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that any change in the controlling equity of the Bidding company requires prior approval of RPCKL.
- d) Bidder can submit one bid only.
- e) Financial consortium is not allowed in this bidding process. Consortium is only permitted for Technical partnership.
- f) All members of the consortium should be registered as a company only.

3.2. Use of Technical and/or Financial Strength of Parent Company

3.2.1. Bidder can however use the technical and financial strength of its parent Company or Affiliate to fulfill the Technical and /or Financial Eligibility criteria mentioned below.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.2.2. In above case, Bidders shall submit an Undertaking from the Parent Company as per Format-7 Undertaking from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Formate-6; Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company. Company Secretary Certificate towards shareholding pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company shall also be submitted

3.3. Eligibility Criteria

3.3.1. General

- a) The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power, a captive consumer or a group of captive consumers.
- b) A copy of certificate of incorporation shall be furnished along with the bid in support of above.

3.3.2. Technical Eligibility Criteria

- a) If the Bidder is a RESCO, the Bidder should have installed and commissioned at least one Grid connected Solar PV Power Project having a capacity of not less than 2MWp which should have been commissioned at least six months prior to Techno-Commercial Bid Opening date. The list of project commissioned at least 6 months prior to Techno-Commercial Bid Opening date, indicating whether the project is grid connected, along with a copy of the commissioning certificate and work order/ Contract/ Agreement/ from the Client/Owner shall be submitted in support of Clause 3.3.2 above.
- b) In case of captive consumer, the bidder should be able to consume the energy generated from the 5MWp solar PV plant. Documentary proof shall be submitted for proving the same along with the bid.
- c) If one captive consumer cannot consume the energy generated from the project a group of consumers can form a consortium and can submit the Bid.

3.3.3. Financial Eligibility Criteria

- a. The Bidder should have an Annual Turnover or Net worth as indicated below.
 - i. The Annual turnover of Rupees 5.0 Crore per MW in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at least have completed one financial year.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

OR

- ii. Net worth equal to or greater than the value calculated at rate of Rs. 3.00 Crore per MW of capacity offered by the Bidder in its Bid. The computation of Net worth shall be based on unconsolidated audited annual accounts of the last

financial year immediately preceding the Bid Deadline. Share premium can be included in the Net-worth calculation in case of listed companies in India only.

The formula of calculation of net-worth shall be as follows.

Net-worth = (Paid up share capital) + {(Free reserves – Share premium) + Share premium of listed companies} – (Revaluation of reserves) – (intangible assets) – (Miscellaneous expenditure to the extent not written off and carry forward losses).

For the purpose of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts and further that the financial capacity of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Bidders shall furnish documentary evidence as per the Format-5: Financial Eligibility Criteria Requirement duly certified by Authorized signatory and the statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial capability.

3.4. Incorporation of a Project Company

3.4.1. In case the Bidder wishes to incorporate a Project Company, in such a case, Bidder if Selected as a Successful Bidder can incorporate a Project Company. Bidder shall be Responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company.

3.4.2. The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of two (2) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.5. Bid Submission by the Bidder

- 3.5.1. The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-III of this document.
- 3.5.2. Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- 3.5.3. The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no. 3.3.1, 3.3.2 and 3.3.3 to the satisfaction of RPCKL and shall also furnish unconsolidated/consolidated audited annual accounts in support of meeting financial requirement, which shall consist of balance sheet, profit and loss account, profit appropriation account, auditors report etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last three (3) financial years immediately preceding the Bid Deadline which are used by the bidder for the purpose of calculation of Annual Turnover or of last Financial Year in case of Net Worth.
- 3.5.4. In case the annual accounts for the latest financial year are not audited and therefore the bidder cannot make it available, the applicant shall give certificate to this effect from their directors. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (Three) years preceding the year or from the date of incorporation if less than 3 years for which the Audited Annual Report is not being provided.
- 3.5.5. The tendering system for the work comprises three stages (i) Mandatory Documents (Bid Fee and Bid Bond) (ii) Technical Bid [Eligibility qualification] and (iii) online Financial Bid. The Bidders are required to submit the online tender and submit hard copy with all required documents in Two Sealed Envelopes – I & II, as detailed above.
- 3.5.6. In Stage II [Technical Bid] the Bidder shall prepare the Documents comprising the Tender Bidders shall attach all Copies of Certificates pertaining to their Eligibility Criteria, Qualification information Documents and Credit lines / Letter of Credit / Certificates from Scheduled Banks, failing which the Bid shall not be considered.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.5.7. Stage III – Submission of Online Financial Bid.

3.5.8. The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the RPCKL.

3.6. E. Submission of Tenders

Procurement of Tenders

3.6.1 Tender Documents may be downloaded from the e procurement portal www.etenders.kerala.gov.in as indicated in the NIT.

3.6.2 Bidders shall submit signed, complete proposal comprising the documents and forms. The submission shall be physical (hard copy) as well as online.

3.6.3 Only the authorized representative of the Bidder shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.

3.6.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

3.6.5 The signed Proposal shall be marked “Original”. The scanned Copy shall be made from the signed original and submitted online. If there are discrepancies between the original and the scanned copies submitted online, the tender committee at RPCKL shall decide the one prevails.

3.6.6 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

3.7. Bid Submitted by Bidding Company

The Bidding Company should designate one person to represent the Bidding Company in its dealings with RPCKL

The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Bid etc. The Bidding Company should

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

submit, along with the Bid, a power of Attorney in original (as per Format-6: Power of Attorney), authorized the signatory of the Bid.

3.8. Clarification and Pre-Bid Meeting

- 3.8.1 RPCKL will not enter into any correspondence with the Bidders, except to furnish clarifications on RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFP in writing, through a letter (and also soft copy by e-mail) to reach RPCKL at the address, date and time mentioned in Bid information Sheet.
- 3.8.2 The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by RPCKL.
- 3.8.3 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including in particular, issues raised in writing and submitted by the Bidders.
- 3.8.4 RPCKL is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.9. Amendments to RFP

- 3.9.1 At any time prior to the deadline for submission of Bids, RPCKL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by issuing clarification(s) and/or amendment(s)
- 3.9.2 The clarification(s)/ amendment(s) (if any) may be notified on website www.etenders.kerala.gov.in at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.
- 3.9.3 RPCKL will not bear any responsibility or liability arising out of non- receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.
- 3.9.4 In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid. Bids received by RPCKL shall be returned to the concerned Bidders on their request through registered post or courier and it will be for the Bidders to submit fresh Bids as the date notified by the RPCKL for the purpose.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.9.5 All the notices related to this Bid which are required to be publicized shall be uploaded on website www.etenders.kerala.gov.in

3.10. Bidding Process

3.10.1. Bid Formats

3.10.1.1 The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in Clause 3.3, 3.5 & Clause 3.6. The Bid shall comprise of the following:

A. ENVELOP – I (MANDATORY DOCUMENTS)

- i. Bid Bond as per the prescribed Format 3 shall be submitted as per Clause 3.13 in Kerala government stamp paper worth Rs. 500
- ii. The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid Annexures during online Bid-submission.

B. ENVELOP – II TECHNO-COMMERCIAL DOCUMENTS (Original to be submitted offline & scanned copies online)

- i. Covering Letter indicating the capacity quoted as per the prescribed Format-1: Covering Letter.
- ii. Copy of PAN, TAN and GST certificates of Bidding company.
- iii. Scanned copy of Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as Format-6 or standard power of attorney in favour of authorized person signing the Bid. (Power of Attorney must be supplemented by Board Resolution to above effect for the company). However, RPCKL may accept general Power of Attorney executed in favour of Authorized signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.
- iv. General particulars of bidders as per Format-2; General Particulars of the Bidder.
- v. Shareholding certificate signed by the company secretary of the bidding company and shareholding certificate signed by the company secretary of the parent company (if parent company credentials are used).

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- vi. Document in support of meeting Eligibility Criteria as per Clause no. 3.3.2 & 3.3.3.
- vii. Certificates of incorporation of Bidding company and parent company (if parent company credentials are used).
- viii. Details for meeting Financial Eligibility Criteria as per Clause no. 3.3.3 in the prescribed Format-5: Financial Eligibility Criteria Requirement along with documentary evidence for the same.
- ix. If credentials of parent company are being used by the Bidding company then Format-6; Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company, shall be furnished.
- x. Undertakings from the Financially Evaluated Entity or its Parent Company/Ultimate Parent Company as per Format-7.
- xi. Board Resolution of the Parent Company /Ultimate Parent Company of the Bidding company duly certified by the Company Secretary to provide the event of failure of the Bidding Company to do so.
- xii. Board resolution for Authorized signatory.
- xiii. Signed and stamped Copy of RFP Documents including amendments & clarifications by Authorized signatory on each page.
- xiv. Copy of the consortium Agreement if any.

Note: All formats and relevant documents as required in the RFP shall be spiral bound and should be flagged separately. Details of flag should be mentioned in the covering letter.

C. BID DUE DATE

The Bidder should submit the hard copy of Bids so as to reach the address indicated below by 15.00 hrs (IST) on or before 21-05-2022

The Chief Executive Officer

Renewable Power Corporation of Kerala Ltd (RPCKL)

Kanhangad South Kasaragod (District),

Kerala, Pin 671531

Tel No. 04672206601, Mob No. 9447236817

Email: ceoksebl@gmail.com

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.11. Validity of Bid

- 3.11.1 The bid and the Price Schedule included shall remain valid for a period of 180 days from the date of techno-commercial bid opening, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation, RPCKL shall forfeit the Bid Bond furnished by him. Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.
- 3.11.2 In exceptional circumstances when letter of allocation is not issued, RPCKL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

3.11.3 Method of Bid Submission

- 3.11.3.1 The submission shall be submitted both physical (hard copy) as well as online. The hard Copy of the Tender shall be submitted by the Bidder with Two sealed envelope and shall contain all the Documents. **Price Bids shall be submitted online only.**
- 3.11.3.2 Bids are required to be submitted in a single sealed cover envelope containing Envelope-I (Processing fee and Bid Bonds) and Envelope-II (Techno-Commercial documents) [hard copy and online] and Envelope-III (Price Bid(s)) [online only]. Envelop should contain the documents as detailed in Clause 3.10 above.
- 3.11.3.3 Both Envelop – I & II shall be kept in an outermost Envelope. All the envelopes should superscribed as “Bid for implementation of Grid connected 5MWp Solar PV System at Nellithadam. Envelope-I (Processing fee and Bid Bonds) and Envelop-II (Techno-Commercial documents) along with the “BID DUE DATE”.
- 3.11.4 The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; so as to reach RPCKL by the Bid Deadline. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. RPCKL shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. It should be noted that except Envelope III, no other envelope shall contain any information/document relating to Price Bid. RPCKL shall not be responsible for premature opening of the Price Bids in case of non-compliance of above.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- 3.11.5 All pages of the Bid, except for the Bid Bond, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document Bidders shall submit the Bid in original, duly signed by their authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by RPCKL.
- 3.11.6 If the outer cover envelope or Envelope I (Bid Processing Fee and Bid Bond) or Envelope-II (Techno-Commercial Envelope) is/are not closed/sealed and not superscribed as per the specified requirement, RPCKL will assume no responsibility for the Bid's misplacement or premature opening.
- 3.11.7 All the envelopes shall be sealed properly & shall indicate the Name & address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information. Any term/ condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RFP document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

3.12. Cost of Bidding

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

3.13. Bid Bond

The Bidder shall furnish the interest free Bid Bond of Rs. 5.5 Lakhs (Rupees Five Lakh Fifty Thousand Only) online only. The initial validity of Bid Bond shall be for a period of 6 months from the Bid Deadline. Which shall be extended by the bidder as per the bid validity. The Bid Bond of unsuccessful bidders shall be returned within 30 days from the date of issue of Letter of Allocation(s) to successful bidders.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Bid Bond of successful bidder shall be released after the receipt of SD (Security Deposit).

3.13.1 The Bid Bond shall be denominated in Indian Rupees.

3.13.2 The successful Bidder shall sign and stamp the Allocation Letter and return the duplicate copy of the same to RPCKL within 7 days from the date of its issue.

3.13.2 The Bid Bond shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RPCKL under following circumstances:

- a. Hundred percent (100%) of Bid Bond amount, if a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RFP document and in accordance with the Clause 3.11.
- b. Hundred percent (100%) of the Bid Bond amount, if the Successful Bidder fails to unconditionally accept the Allocation letter within 15 days from the date of its issue.
- c. Hundred percent (100%) of the Bid Bond amount, if the Successful Bidder fails to furnish the “Performance Security” as per the Clause 3.14.

3.14. Performance Security

3.14.1 Within 15 days from the date of issue of Allocation letter, Successful Bidder shall furnish the Performance Security for the amount of Rs. 11 Lakhs (Rupees Eleven Lakhs Only).

3.14.2 The Performance Security shall be denominated in Indian Rupees and shall be in the following form:

A demand draft drawn in favour of Chief Executive Officer RPCKL payable at Kanhangad.

3.14.3 The SD/Performance Security shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to RPCKL. If the Successful Bidder is not able to commission the projects to the satisfaction of RPCKL.

3.14.4 The Performance Security shall be valid for a minimum period of 18 months from the date of issue of Allocation letter(s) and shall be renewed / extended till the completion of 23 years of O&M from the date of commissioning.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.15. Opening of Bids

3.15.1 Envelope-I & II of the Bidders shall be opened on Bid Deadline date at RPCKL office, in the presence of one representative from each of the Bidders who wish to be present.

3.15.2 Name of the Bidder, capacity offered shall be read out to all the Bidders at the time of opening of Envelope-I and / or Envelope-II.

3.16. Right to Withdraw the RFP and to Reject any Bid

3.16.1 This RFP may be withdrawn or cancelled by RPCKL at any time without assigning any reasons thereof. RPCKL further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring liability on any account.

3.16.1.1 RPCKL reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard RPCKL shall have no liability towards any Bidder and no Bidder shall have any recourse to RPCKL with respect to the selection process. RPCKL shall evaluate the Bids using the evaluation process specified in Section-I, at its sole discretion. RPCKL decision in this regard shall be final and binding on the Bidders.

3.16.1.2 RPCKL reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission, The decision regarding acceptance or rejection of bid by RPCKL be final.

3.17. Zero Deviation

3.17.1 This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

3.18. Examination of Bid Document

3.18.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- 3.18.2 The Bidder shall be deemed to have examined the bid document including the agreement/ contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.
- 3.18.3 Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by RPCKL.
- 3.18.4 Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

B. CONDITIONS OF CONTRACT

3.19. Scope of Work

3.19.1 The scope of work for the bidder is setting up of Solar PV project of 5-10 MWp capacity on build, own, operate basis including complete design, engineering, manufacture, supply, storage, civil works, erection, testing & commissioning including operation and maintenance for a period of 23 years in 10.96 hectares of land allotted by RPCCKL on right to use basis up on executing land use and Implementation agreements with RPCCKL.

3.20. Upfront Development Charges.

3.20.1 The bidder who quote the highest upfront development charge will be awarded the work. The upfront development charge fixed for the Nellithadam solar park (10.96 hectares) by RPCCKL is Rs. 218.87 Lakhs (Rupees Two Hundred and Eighteen Lakh, Eighty Seven Thousand Only).

3.20.2 The upfront Development charge will be a one time payment to RPCCKL.

3.20.3 GST @ 18% is applicable on quoted upfront development charge.

3.20.4 The successful bidder has to pay the upfront Development charges within 15 days from date of issue of Allocation letter from RPCCKL along with the execution of land use and implementation agreements.

3.21. Recurring Expenses

3.21.1 **Annual operation and maintenance fee of solar park** Rs. 13.53 Lakhs (Rupees Thirteen Lakh Fifty Three Thousand Only) inclusive of land lease share and the Annual maintenance charge of solar park Infrastructure is to be paid by the developer every year.

3.21.2 Annual maintenance charge (exclusive of land lease components) is subject to yearly escalation of 5.72%. Taxes and Charges as per the rates prevailing in the Solar Park at the time of payment will apply.

3.21.3 Annual maintenance charge is to be paid before 30th of April every financial year.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.22. Land Lease Charges : This is to be paid by the developer at the then prevailing rate. Proportionate share of Land lease will be collected by RPCCKL from the developer for onward payment to Government of Kerala.

3.22.1 Present Annual lease charge for the subject project proposed at Nellithadam in the Solar Park is Rs. 6.15 Lakhs (Rupees Six Lakh Fifteen Thousand Only).

3.22.2 The annual lease charge is dependent on government policy and RPCCKL has no control over the increase in lease charges and the same would have to be borne by the developer.

3.22.3 Annual lease charge is to be paid every financial year before 30th of April.

3.23. Water Charges: The developers of the project has to make bore wells for meeting the water requirements of the project.

3.23.1 The water extracted from the well sources shall be metered and charged at par with Government rate for industrial purpose for the use inside project.

3.23.2 At present, the rate is Rs. 42/KL.

3.23.3 Payment for the actual consumption of water for the month at the rate prevailing at the time of billing is to be made on or before 10th of next month, to RPCCKL

3.23.4 Metering arrangement is to be made by the developer for measuring the water consumption in the park. RPCCKL will raise the demand for the water consumed every month, based on joint meter reading.

3.23.5 The Developer shall obtain permission etc. from the Ground Water Department, Kerala for digging bore well.

3.24. Insurance

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

3.24.2 The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

.work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract, Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

3.25. Warrantees and Guarantees

3.25.1 The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide system warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 23 years from the date of commissioning.

3.26. Type and Quality of Materials and Workmanship

3.26.1 The Design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

3.26.2 The materials supplied and workmanship shall be as per prevailing standards, and will be verified by solar park technical committee before synchronizing to the grid. Commissioning shall be done under the supervision of the solar park commissioning committee, constituted in compliance with the MNRE guide lines after ensuring all standards and satisfy aspects.

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

3.27. Operation & Maintenance (O&M)

3.27.1 The bidder shall be responsible for Operation and Maintenance of the Solar PV system for a period of 23 years from COD during which RPKL will monitor the project for effective performance in line with conditions specifies elsewhere in the bid document. During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc and maintaining log

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power system at Nellithadam, under Kasaragod Solar Park in Kasaragod district, Kerala.

sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

3.28. Metering and Grid Connectivity

Metering of the solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of KSEBL or CEA (if available by the time of implementation). RPCKL could facilitate connectivity. However the entire responsibility lies with bidder only. Power evacuation and the metering arrangements shall be as per Clause 1.6 & 1.7.

3.29. Plant Performance Evaluation

The successful bidder shall be required to meet minimum guaranteed generation of 5MWp with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor should be shown minimum of 75% at the time of inspection for initial commissioning acceptance. Minimum CUF of 19% should be maintained for a period of 5 years. The bidder should send the periodic plant output details to RPCKL for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

3.30. Progress Report

The bidder shall submit the progress report monthly to RPCKL in prescribed proforma. RPCKL will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the bidder.

3.31. Project Inspection

The project progress will be monitored by RPCKL and the project will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from RPCKL or any authorized agency/ experts.

3.31.1 RPCKL reserves the right to do sample inspection checks for the projects commissioned by the Bidder.

3.31.2 RPCKL may also depute technical person(s) from its list of empanelled experts for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufactures facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.32. Applicable Law

The contract shall be interpreted in accordance with the laws of the Union of India. All terms and conditions stipulated in the DPR of 105 MW Solar Park approved by MNRE will be binding on this 5 -10 MW Project.

3.33. Settlement of Dispute

3.33.1 If any dispute of any kind whatsoever arises between RPCKL and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent or through the mechanism envisaged in the MNRE guide lines for the implementation of Solar Park scheme.

3.33.2 Only Civil Courts at Thiruvananthapuram will have jurisdiction in case of any dispute related to this project.

3.34. Force Majeure

3.34.1 Notwithstanding the provisions of clauses contained in this RFP document; the contractor Shall not be liable to forfeit (a) Security deposit for delay and (b) termination of contract; if he is unable to fulfill his obligation under this contract due to force majeure conditions.

3.34.2 For purpose for this clause, “Force Majeure” means an event beyond the control of the contractor and not involving the contractor’s fault or negligence and not foreseeable, either in its sovereign or contractual capacity, Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. whether a “Force majeure” situation exists or not, shall be decided by RPCKL and its decision shall be final and binding on the contractor and all other concerned.

3.34.3 In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, RPCKL has the right to terminate the contract in which case, the security deposit shall be refunded to him.

3.34.4 If a force majeure situation arises, the contractor shall notify RPCKL in writing promptly, not later than 14 days from the date such situation arises, The contractor shall notify

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

RPCKL not later than 3 days of cessation of force majeure conditions. After examining the cases, RPCKL shall decide and grant suitable additional time for the completion of the work, if required.

3.35. Language

3.35.1 All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between RPCKL and the bidder shall be in English language.

3.36. Other Conditions

3.36.1 The successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of RPCKL in writing.

3.36.2 The Successful bidder shall not display the photographs of the work and not take advantage through publicity of the work without written permission of RPCKL.

3.36.3 The Successful bidder shall not make any other use of any of the documents or information of this contract, except for the purpose of performing the contract.

3.36.4 Successors and Assigns

In case RPCKL or Successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

3.36.5 Severability

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

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.36.6 Counterparts

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

3.36.7 Rights & Remedies Under the Contract only for the Parties:

This contract is not intended & shall not be construed to confer on any person other than RPKKL & Successful bidder hereto, any rights and / or remedies herein contract agreement and all correspondence between and the bidder shall be in English language.

3.33.8 Correspondence

Bidder requiring any clarification on bid documents may contact in writing or by Fax/E Mail.

Name:	CEO, Renewable Power Corporation of Kerala Ltd (RPCKL)
Address:	Kanhangad South
	Kasaragod (District)
	Kerala
PIN	Pin 671531
Tel:	0467-2206601, 9447236817
Fax	
Email:	ceoksebl@gmail.com

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

SECTION-II

EVALUATION CRITERIA

4. Bid Evaluation

4.1. Bid Evaluation Process

The evaluation process comprises the following four steps:

- Step-I : Responsiveness check of Techno Commercial Bid
- Step-II : Evaluation of Bidder's fulfillment of Eligibility Criteria as per Clause 3.3 of Section-I
- Step-III : Evaluation of Price Bid
- Step-IV : Successful Bidders(s) Selection

4.2. Responsiveness Check of Techno Commercial Bid

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP subject to Clause 3.3.1, 3.3 & 3.3.3. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of RPCKL.

- a) Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, valid Bid Bond, etc.;
- b) Bid not signed by authorized signatory and/ or stamped in the manner indicated in this RFP.
- c) Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Eligibility Criteria;
- d) Information not submitted in the formats specified in this RFP;
- e) Bid being conditional in nature;
- f) Bid not received by the Bid Deadline;
- g) Bid having conflict of interest

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- h) More than one Member of a Bidding Company using the credentials of the same Parent Company / Affiliate;
- i) Bidder delaying in submission of additional information or clarifications sought by RPCKL as applicable;
- j) Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfillment of Eligibility Criteria is taken up. Clause 3.3 shall be used to check whether each Bidder meets the stipulated requirement.

5. Preliminary Examination

5.1. RPCKL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the Bids are otherwise in order.

5.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total Amount that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total amount shall be corrected, if there is a discrepancy between words and figures, the amount written in words will prevail.

5.3. If the capacity of the Solar PV System is less than 5MWp the bid will be rejected.

6. Evaluation of Bidder's Fulfillment of Eligibility Criteria

6.1. Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 3.3. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.

6.2. Evaluation of Price Bid

Price Bid (Envelope III) of the Qualified Bidders shall be opened in presence of the representatives of such Qualifies Bidders, who wish to be present, on a date as may be intimated by RPCKL to the Bidders through Email or website www.etenders.kerala.gov.in

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

The evaluation of Price Bid shall be carried out based on the information furnished in Envelope III (Price Bid). The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the RFP. Any Bid not meeting any of the requirements of this RFP may cause the Bid to be considered “Non-responsive” at the sole decision of the RPCCKL.

6.3. Successful Bidder(s) Selection

6.3.1 Bids qualifying in Clause 3.3 shall only be evaluated in this stage.

6.3.2 The Upfront Development Charges in all Price Bids of Qualified Bidders shall be ranked from the highest to the lowest.

6.3.2.1 Based on the price bid quoted by the bidders, RPCCKL shall arrange the bids in the descend order i.e. L1, L2, L3, _ _ _ (L1 being the highest quoted price).

6.3.2.2 Highest bidder will be declared as the successful bidder.

6.3.3 Letter of Allocation (LOA): The Letter of Allocation (LOA) shall be issued to successful Bidders.

6.3.4 Successful Bidder shall acknowledge the LOA and return duplicate copy with signature & stamp of the authorized signatory of the Successful Bidder to RPCCKL within seven(7) days of issue of LOA.

6.3.5 If the Successful Bidder, to whom the Letter of Allocation has been issued does not fulfill any of the conditions specified in Bid document, RPCCKL reserves the right to annul/cancel the award of the Letter of Allocation of such Successful Bidder and forfeit the Bid Bond

6.3.6 RPCCKL at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion.

6.3.7 There shall be no negotiation on the quoted price between RPCCKL and the Bidder(s), during the process of evaluation.

7. Penalty for Delay in Project Implementation

7.1 The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the project within 9 months from the date of issue of allocation letter.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

7.2 If the bidder fails to commission the allocated capacity within 9 months from date of issue of allocation letter, Penalty of Rs 1.5 Lakh per month for delayed months will be charged subject to maximum of 15 lakhs.

7.3 The period of construction includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Commissioning committee constituted by the Company as stipulated in the MNRE guidelines for Solar Park schemes

7.4 Monthly/Weekly implementation program will; be drawn up by the CEO of the company jointly with the Successful bidder, based on availability of work fronts. Successful bidder shall scrupulously adhere to these targets/ programs by deploying adequate personnel, tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programs. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements, the decision of the CEO will be final and binding.

8. Commissioning / Completion Certificate:

8.1 Application for completion/commissioning certificate:

When the Successful bidder fulfills his obligation under the Contract, he shall be eligible to apply for Synchronization and commissioning of the project. The CEO shall normally arrange to convene the respective committees and issue the Completion Certificate within one month after receiving any application therefore from the Successful bidder after verifying the completion of documents and satisfying himself that the work has been completed in accordance with and as set out in Contract documents as recommended by the concerned committee for Synchronization and commissioning.

8.1.1 The materials supplied and workmanship shall be as per prevailing standards, and will be verified by solar park technical committee. Commissioning shall be done under the super vision of the solar park commissioning committee, constituted in compliance with the MNRE guide lines after ensuring all standards and safety aspects.

8.1.2 Document Submission for Issue Commissioning / Completion Certificate:

For the purpose of Clause 8.1 above the following documents will be deemed to form the completion documents:

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- a) Checklist for inspection of SPV power plants as per RPCKL format.
- b) Project completion report from successful bidder as per RPCKL format.

8.2. Deduction from the contract Price

8.2.1 All costs, damages or expenses which RPCKL may have paid or incurred, which under the provisions of the contract, the Successful bidder is liable/will be liable, will be claimed by RPCKL, All such claims shall be billed by RPCKL to the successful bidder within 15 (fifteen) days of the receipt of the payment request and if not paid by the Successful bidder within the said period, RPCKL may, then, deduct the amount from any moneys due i.e. performance Security or becoming due to the Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fail to satisfy RPCKL such claims.

8.3. Corrupt or Fraudulent Practices

RPCKL requires that Successful Bidders should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, RPCKL:

- 8.3.1 defines, for the purpose of this provision, the terms set forth as follows :
- 8.3.2 “corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and
- 8.3.3 “fraudulent practices” means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of RPCKL/ Govt. scheme and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive RPCKL of the benefits of free and open competition;
- 8.3.4 will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government schemes.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

9. Debarred from participating In RPCKL Tender

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

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

SECTION – III

FORMATS & ANNEXURES

Format-A : Shareholding Certificate

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

(Signature of Authorized Signatory & Company Secretary) with Seal

Stamp and Signature of the Company / Chartered Accountant

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Format – B : Price Bid

(To be submitted online only)

RFP No. RPCKL/28/2022-23/ e-tender 1/2022

Dated 27-04-2022

Name of work : Build own and operate a 5-10 MWp Ground Mounted Grid Connected Captive Solar PV Park at Nellithadam under Kasaragod Solar park in Kasaragod (District), Kerala

Minimum Upfront development charge : Rs. 218.87 Lakhs (Rupees Two Hundred and Eighteen Lakh and Eighty Seven Thousand Only) + 18% GST

Quoted maximum upfront development charge : Rs. (figures)
(words)
(Without GST)

This only a format of BOQ the bidder has to give the quote only in the BOQ given separately.

Date :

Signature :

Place :

Name :

Designation :

Business Address :

(Company stamp)

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Format – 1: Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

RFP No. RPCKL/28/2022-23/ e-tender 1/2022

Date: 27-04-2022

From:

.....

.....

(Insert name and address of Bidding Company)

Tel.#:Fax#:

E-mail address#

To

The Chief Executive Officer,
Renewable Power Corporation of Kerala Ltd (RPCKL),
Kanhangad South, Kasaragod (District),
Kerala – 67153 Tel No. 0467-220-6601, 9447236817

Sub: Bid for Build own and operate a Grid connected Ground Mounted 5-10 MW Captive Solar PV System at Nellithadam under Kasaragod Solar park in, Kasaragod (District), Kerala.

Dear Sir,

We the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RFP Document for Build own and operate a Grid connected Ground Mounted 5-10 MW Captive Solar PV System at Nellithadam under Kasaragod Solar park in kasaragod District submit our Bid comprising of Price Bid and Techno Commercial Bid. We confirm that neither we nor any of our Parent Company / Affiliate/ Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

1. We give our unconditional acceptance to the RFP, dated and RFP Documents Attached thereto, issued by RPCKL as amended. This shall also be construed

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

as a token of our acceptance to the RFS Documents including all its amendments and clarifications uploaded on website www.etenders.kerala.gov.in

We shall ensure that we execute such RFP Documents as per the provisions of the RFP and all provisions of such RFP Documents shall be binding on us.

2. Bid Capacity

We have bid for the following capacity at Nellithadam, Kasaragod (District), Kerala and have accordingly submitted our Price Bids/for the same.

S. No.	Location	Bid Capacity in MW
1		

3. Bid Bond

We have remitted a Bid Bond of Rs.....(Insert Amount), by Bank transfer dated..... from.....(Insert name of bank)in, The offered quantum of power by us is.....MWp (Insert total capacity offered).

4. Processing Fee

We have transferred Rs.....{Insert Amount dated from (Insert name of bank). Towards bid processing fee.

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

6. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by RPCKL in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to execution of projects of capacity offered by us.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

7. Familiarity with Relevant Indian Laws & Regulations

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

8. We are enclosing herewith the Envelop-1 (Bid Bond) Envelope-II (Covering letter and Techno-Commercial documents) and Envelope III (**Price Bids online only**) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from RPCKL. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 180 days from the Bid deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the day of 20.....

Thanking you.

We remain,

Yours faithfully.

Name, Designation and Signature of Authorized Person in whose name power of Attorney/Board Resolution is issued.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Format-2: General Particulars of the Bidder

S. No.	Particulars	Details
1.	Name of the Company	
2.	Registered Office Address	
3.	Telephone, Telex, Fax No.	
4.	E-mail	
5.	Web site	
6.	Authorized Contact Person(s) with name, designation Address and Mobile Phone No. E-mail address/ Fax No. to whom all references shall be made.	
7.	Year of Incorporation	
8.	Bidding company PAN Number	
9.	Bidding company TAN Number	
10.	Have the bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
11.	Reference of any document information attached by the Bidder other than specified in the RFP.	
12.	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No/Maybe
13.	Bidding company is listed in India	Yes/No
14.	Details of the Ownership structure (Details of person owning 10% or more of the Total Paid up equity of the Bidding Company.	
15.	Bid Bond DD No. and Date, Name of Bank	

(Signature of Authorized Signatory) with Seal

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Format-3: Format for Bid Bond

(Agreement to be executed by the bidder and to accompany with the bid on Kerala Government Stamp Paper worth Rs.500/-)

Articles of agreement executed on this the..... day oftwo thousand.....between Renewable Power Corporation of Kerala Ltd acting through the(hereinafter referred to as RPCKL) of the one part and Shri..... (here enter name and address of the bidder) (herein after referred to as “the bounden”) of the other part.

WHEREAS in response to the invitation for bid as per Notification No. dated..... And subsequent amendments thereto, the bounden has submitted to RPCKL bid for the specified therein subject to the terms and conditions contained in the said bid documents.

WHEREAS the bounden has also remitted a sum of Rs. 5.5 Lakh/- (Rupees Five Lakh Fifty Thousand Only) as Bid Bond for execution of an agreement/undertaking for the due fulfillment of the contract in case his bid is accepted by RPCKL

NOW THESE PRESENTS WITNESS AND it is hereby mutually agreed as follows:

In case the bid submitted by the bounden is accepted by RPCKL with or without modifications and the Contract for the Build own and operate a Grid connected 5-10 MW Ground Mounted Captive Solar PV System at Nellithadam under Kasaragod Solar park in Kasaragod District..... is awarded to the bounden, the bounden shall within 30 days of acceptance of his bid execute land use and Implementation

Agreements with RPCKL along with the one time upfront charge offered by the bidder incorporating all the terms and conditions under which RPCKL accepts his bid.

In case the bounden fails to execute the agreements as aforesaid incorporating the terms and conditions governing the contract, RPCKL shall have power and authority to recover from the bounden any loss or damages caused to RPCKL by such breach as may be determined by RPCKL, appropriating the moneys inclusive of Bid security deposit or / any kind of security furnished by the bounden and if the money or security is found to be inadequate, the deficit amount may be recovered from the bounden and his properties movable and immovable and also in the manner hereinafter contained.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

The bounden will have no claim or right over the moneys and/or securities and Bid security appropriated by RPCKL and those moneys or / and securities shall belong to RPCKL.

All sums found due to RPCKL under are by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as those in such other manner as RPCKL may deem fit.

In witness where of Shri / Smt. (here enter name and designation) for and on behalf of RPCKL and Shri..... the bounden have here unto set their names the day and year shown against their respective Signatures.

Signed by Shri. / Smt. (Date)

In the presence of witness:

- 1.
- 2.

Signed by Shri..... (Date)

In the presence of witness:

- 1.
- 2.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

FORMAT-4: Power of Attorney

(To be on non-judicial stamp paper worth Rs. 500/-)

(Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority)

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorized Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Build own and operate a Grid connected 5-10 MW Ground Mounted Captive Solar PV System at Nellithadam under Kasaragod Solar park in Kasaragod District.in response to the RFP No. dated issued by RPCKL including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which RPCKL may require us to submit. The aforesaid Attorney is further authorized for making representations to RPCKL and providing information / responses to RPCKL representing us in all matters before RPCKL and generally dealing with RPCKL in all matters in connection with this Bid till the completion of the bidding process as per the terms of the above mentioned RFP.

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

All the terms used herein but not defined shall have the meaning described to such terms under the RFS.

Signed by the within named

..... (insert the name of the executant company)

Through the hand of Mr.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

duly authorized by the Board (vide Board resolution No.) to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)
(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated (Board of Director's Resolution is also enclosed)

WITNESS

1.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

(Signature)

Name

Designation

2.

(Signature)

Name

Designation

Notes :

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in this case of the Bidding Company being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / Whole time director/manager appointed under section 269 of the Companies Act,

1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Format-5: Financial Eligibility Criteria Requirement

(As per Clause 3.3.3)

(To be submitted on the letterhead of Bidding Company)

To,

Renewable Power Corporation of Kerala Ltd (RPCKL)
Kanhangad South,
Kasaragod (District),
Kerala - 671531
Tel No. 0467-220-6601, 9447236817

Dear Sir,

Sub: Bid for Build own and operate a Grid connected Ground Mounted 5-10 MW Captive Solar PV System at Nellithadam under Kasaragod Solar park in Kasaragod District, Kerala in response to the RFP No: RPCKL/28/2022-23/ e-tender 1/2022 dated:

a. We submit our Bid(s) for the total capacity of MWp (insert total offered capacity in MWp and submit details of our Financial Eligibility Criteria as follows:

Bid Details

Sl. No.	Location	Bid Capacity in KWp
1.		

We certify that the Financially Evaluated Entity (ies) had an Annual Turnover as follows:

The maximum Annual turnover of Rupees Crore per MW in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Least have completed one financial year.

OR

Net worth of Rs Crore computed as per instructions provided in Clause 3.3.3
(Strike out whichever is Not Applicable)

Financial eligibility criteria

Name of Financially Evaluated Entity*	Relationship with Bidding Company**	Financial Year	Year of Incorporation of the Bidding company	***Total Maximum Annual Turnover (Rs. Crore)	Net worth as per Clause 3.3.3 (in Rs. Crore)

*The Financially Evaluated Entity may be in the Bidding Company itself.

** The column for “Relationship with Bidding Company” is to be filled only in case financial capability of Parent Company and/or Affiliate has been used for meeting Qualification Requirements.

***Bidder shall furnish maximum annual turnover in any of the three financial years.

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company. Name:

Date:

Place:

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

Name:

Date:

Place:

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Note:

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

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Format-6: Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company.

To,

Renewable Power Corporation of Kerala Ltd (RPCKL)
 Kanhangad South,
 Kasaragod (District),
 Kerala - 671531
 Tel No. 0467-220-6601, 9447236817

Dear Sir

Sub: Bid for Build own and operate a Grid connected Ground Mounted 5-10 MW Captive Solar PV Plant at Nellithadam under Kasaragod Solar park in Kasaragod District.

We hereby certify that M/s, M/s, M/s are the Affiliate(s) /parent Company of the Bidding Company as per definition of Affiliate/Parent Company as provided in this RFS and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

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

Name of Bidding Company/ applicant company	Name of the Affiliate of the Bidding Company/Applicant company/ Name of the parent Company of the Bidding Company	Name of the Company having common control on the Affiliate and the Bidding Company	Percentage of Equity Holding of Parent Company in the Bidding Company/ Applicant company

*Strike out whichever is not applicable.

(Insert Name and signature of Statutory Auditor or practicing Company Secretary of the Bidder)

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

**Format-7: Undertaking from the Financially Evaluated Entity or its Parent Company/
Ultimate Parent Company**

(On the Letter Head of the Financially Evaluated Entity or its Parent Company/Ultimate Parent Company)

Name:
Full Address:
Telephone No:
E-mail address:
Fax/No:

To,

Renewable Power Corporation of Kerala Ltd (RPCKL)
Kanhangad South,
Kasaragod (District),
Kerala - 671531
Tel No. 0467-220-6601, 9447236817

Dear Sir,

We refer to the RFP No. dated for Build own and operate a Grid connected Ground Mounted 5-10 MW Captive Solar PV Plant at Nellithadam, under Kasaragod Solar park in Kasaragod District, Kerala.

“We have carefully read and examined in detail the RFP, including in particular, Clause of the RFP, regarding submission of an undertaking, as per the prescribed Format of the RFP.

We confirm that M/s (Insert name of the Bidding Company/) has been authorized by us to use our Technical and or financial capability for meeting the Technical and or Financial Eligibility as specified in Cause of the RFP referred to above.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power Plant at Nellithadam, under Kasaragod Solar Park in Kasaragod district, Kerala.

We have also noted the amount of the Performance Guarantee required to be submitted as per Clause.... of the RFP the (Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder”.

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

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

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

Signature of Managing Director/Authorized signatory

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

WITNESS

.....
(Signature)

Name

Designation

.....
(Signature)

Name

Designation

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power Plant at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

(In Kerala Govt. stamp paper worth Rs. 500/-)

LAND USE AGREEMENT BETWEEN RENEWABLE POWER CORPORATION OF KERALA LIMITED AND

This Agreement (hereinafter referred to as “ Agreement”) made on this day of 2022 at Kanhangad.

Between

M/s Renewable Power Corporation of Kerala Ltd, herein after called as RPCKL, a company incorporated under the Companies Act 2013 having its registered office at Vidyuthi Bhavanam, Pattom Thiruvananthapuram (herein after referred to as ‘Lessor’), which expression shall unless repugnant to the context or meaning thereof, includes its successors-in-office, administrators and permitted assignees of the first part

And

.....incorporated under the Companies Act, 1956, having its registered office at(herein after referred to as ‘Lessee’), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and includes its administrators, successors or permitted assignees) represented by theacting for and on behalf ofon the second part.

The Lessor and the Lessee are individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS

- A. **RPCKL** was incorporated in the year 2016 under the Companies Act, 2013 as a Joint Venture Company between Kerala State Electricity Board limited and Solar Energy Corporation Of India Ltd with (here in after called as SECI) an objective to plan develop and operate solar parks in the State of Kerala.
- B.has proposed to establish 5 - 10 MW Capacity Solar Power project in Kasaragod Solar Park being set up by RPCKL at Nellithadam in survey No 95/pt of Ambalathara village of Hosdurg Taluk, Kasaragod District.
- C. RPCKL Board has decided to invitefor setting up of 5 - 10 MW Solar PV Project in 27 Acres of land in survey No 95/pt of Ambalathara village of Hosdurg Taluk, Kasaragod District.has decided to develop 5 - 10 MW Capacity Solar Power project through the decisionRPCKL will allot 27 Acres

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

of land on payment of nominal lease rent, to be mutually agreed by the Parties, for 5 to 10 MW Solar Power Project at Nellithadam toinitially for a period of 23 years with provision for further extension on mutually agreed terms (or as per the provision of the State Government).

- D. District Revenue Officer on 7-10-2015 has handed over Govt. land to an extent of 250 acres covered in survey Nos 100/pt and 95/pt 99/pt of Ambalathara village of Hosdurg Taluk, Kasaragod district of Kerala State for setting up of 50 MW Solar PV based Project at Ambalathara. After the development of 50 MW Project by IREDA, 27 acres of land in RS No 95/pt was left unutilized and freely available for the development of 5-10 MW Solar Power Project at Nellithadam.
- E. Consequent to the revision of land allocation by GoK vide order No. GO (Rt) No. 353/2017/RD Dated 24/10/2017, a Sub lease deed has been executed on 10-09-2018 betweenand RPCKL for the 250 acres of land in survey Nos.100/pt, 95/pt and 99 of Ambalathara village of Hosdurg Taluk, Kasaragod district of Kerala State to RPCKL for setting up of Solar PV based Project at Ambalathara. This land of 27 acres is a portion of sub leased land from KSEBL.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above, the parties hereby agree to sign the present agreement on mutually agreed terms and conditions contained hereinafter.

- 1. RPCKL will provide and hand over 27 Acres of land in survey No. 95/pt in Nellithadam, in Ambalathara village of Hosdurg Taluk, Kasaragod district of Kerala State tofor implementation of 5 - 10 MW Solar Power Project in Kasaragod Solar Park, Kasaragod District of Kerala State for useful life of the plant i.e. 25 years from the date of commercial operation of the last unit/phase with provision for further extension on mutually agreeable terms as may be agreed between the parties in writing.
- 2. RPCKL on execution of the agreement will deliver vacant possession of above mentioned land free from all encumbrances toimmediately but not later than 15 days from the date of signing of agreement.

3. EFFECTIVE DATE AND TENURE

a) EFFECTIVE DATE:

This Agreement shall come into effect from, the date of official commencement of Project and such date shall be referred to as the Effective Date.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

b) TENURE OF AGREEMENT:

This Agreement unless terminated earlier by either Party on mutually agreed terms, shall remain in full force for the period of 23 (twenty three) years (“the Term”) from the Effective date up to the expiry of the life of the Project including de-commissioning.

c) RENEWAL OF AGREEMENT:

This Agreement may be extended for further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the expiry date and as per the applicable guidelines of the Government of Kerala.

4. Solar park Charges:

As Solar Park charges, one time upfront fee towards capital cost for land development and for providing common Infrastructure such as Internal Transmission lines, Roads,calculated as per DPR for 5 - 10 MW shall be paid byto RPCKL for the usable land physically handed over to.....’ possession free of any encumbrances, for implementation of 5 -10 MW Solar PV based Power Project at Nellithadam in survey No. 95 / pt of Ambalathara village, Hosdurg Taluk, Kasaragod District of Kerala State. Both the parties agree that incase of any revision of the above mentioned charges, suitable adjustments will be made between the parties. All applicable taxes on such transaction shall be paid extra to the RPCKL by....., within 15 days from the date of issue of bill by RPCKL. Additional payments as per applicable Govt. rate if any for the belated payment of all taxes due to non receipt of the same from shall be borne by.....

5. Annual maintenance fees

Annual operation and maintenance fees for maintaining the Solar Park infrastructure such as Transmission facilities, Establishment charges, various overheads including applicable statutory taxes etc. shall be paid by..... to RPCKL based on the demand raised by RPCKL as per the provision of this agreement. Annual maintenance fees of Rs.13.53 lakhs (Rupees thirteen point five three lakhs only) apportioned as per DPR for 5 - 10 MW shall be paid annually on or before 30th April at the beginning of each financial year during the entire period of contract. The above annual maintenance fees are subject to any taxes and charges as applicable as well as a yearly escalation based on Govt. policy on the land lease and 5.72% (Five point seven two percent) in the remaining during the subsequent years of contract. Both the parties agree that incase of any revision of the above mentioned charges, suitable adjustments will be made between the parties. First year annual maintenance charges shall be payable byon prorated basis within 30 days from the date of rising of Invoice. All applicable taxes on such transaction shall be

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

paid extra to the RPCKL by thewithin 15 days from the date of issue of bill by RPCKL. Additional payments as per applicable Govt. rate if any for the belated payment of all taxes due to non receipt of the same fromshall be borne by..... If payment is delayed beyond 30th April of corresponding financial year,.....shall pay interest at the rate of 24% per annum for the delayed period.

6. In cases where solar project ownership changes, the land (demised premises) will continue to be provided for the project at same terms and conditions.
7. In cases where project is dismantled or is abandoned or is discontinued for power generation,..... will have the right to take back the land from the.....Provided that RPCKL shall not exercise such right without serving the a Notice in writing giving Three (03) months time.

8. Default in Payment:

In case of default of payment by the Lessee beyond 90 days from the due date, the RPCKL has right to regulate the common facilities offered to the by giving one month advance notice in writing.

9. Charges for water consumption:

Theshall pay charges for water consumption at actual as per the Implementation agreement.

10. Transmission charges, SLDC / RLDC and other related charges:

In case, RPCKL is liable to pay transmission charges and losses, wheeling charges and losses, SLDC/RLDC charges etc. for evacuation of power from 33 kV to 220 kV transmission system,has to bear the above charges and losses as specified by concerned authority RPCKL will forward the bills received from concerned authority towards above charges andhas to pay the bills immediately.

11. TERMS AND CONDITIONS FOR HANDING OVER THE LAND:

- a) That the RPCKL handed over the advance possession of the Scheduled Property and sketch of the land which forms a part of this Agreement tosituated at Nellithadam , Ambalathara Village, Hosdurg Taluk, Kasaragod District of Kerala State w.e.f.....

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- b) That theacknowledges and confirms to RPCKL that it has been handed over possession on right to use of the Scheduled Property, on an exclusive basis.
- c) That theshall use the Scheduled Property for setting up of 5 - 10 M Capacity Solar Power Project only and shall not use or sub-lease this lease except for the said purpose mentioned under this land use Agreement.
- d) That theshall not use or allow to be used the land/or the structure thereon or any part thereof for any purpose other than Solar power generation or activities connected or incidental thereto.

12. OTHER TERMS AND CONDITIONS:

a) FIRE SAFETY:

Theshall provide the required fire-fighting arrangements as per the requirements of such Project to avoid / minimize the loss / damage of property equipment in case of fire. RPCKL shall not be held responsible for any loss / damage of property / equipment of..... due to fire accidents.

b) OBSERVANCE OF LAW:

- I. Theshall comply with all the statutory requirements of Central / State Govt. agencies required for successful commercial operation of the project.
- II. That theshall follow the instructions given by the Revenue Department / RPCKL from time to time, which must not be in contrary to the word and spirit of this Agreement.

c) USE OF LAND

- II. Theshall be entitled to use the Scheduled property for establishment of 5 - 10 MW capacity Solar Power Project and carry on the activity of electricity generation from the said Solar Power project.
- III.hereby agree that it shall not do any act, which is destructive, or Permanently injurious to the Scheduled Property.
- IV. Bituminous Panchayath/PWD road is available for the free access to the site. The existing PWD/Panchayath road in the scheduled property to be retained as such.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Theshall facilitate this allotted land for the future developments of the existing road, construction of utility lines etc. on free of cost as envisaged in the Govt. order (MS) 353/2017/RD dt:24-10-2017. Necessary lighting arrangement within the Project boundary shall be provided and maintained byat its own cost.

d) OWNERSHIP OF PROJECT AND FIXTURES ETC:

- I.shall have the sole and exclusive ownership of 5 -10 MW Solar Project at Nellithadam. The..... shall have the sole and exclusive ownership to anything installed (movable or fixed inclusive) on the Scheduled Property during the tenure of the land use agreement.
- II. That theagree to maintain the said Scheduled Property in a clean and Sanitary condition to the satisfaction of the RPCKL and shall also maintain the structures, if any, erected thereon as aforesaid, in good, and substantial repair to the satisfaction of the RPCKL.

e) RIGHT OF ACCESS TO RPCKL

RPCKL and / or the authorized persons of RPCKL shall have the right to access in to the Schedule Property, with prior intimation to the....., for the purpose of discharging its obligations including inspection to ensure compliance of terms and conditions of this Agreement by.....

- f) That the RPCKL reserves to themselves the right to all trees and their branches which may grow subsequently on the vacant lands handed over toand the RPCKL shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land in question, be entitled to cut or remove them or cause them to be cut or removed without the permission of However, such activities shall be carried out by the authorized officials of the RPCKL upon prior intimation to the officials of..... and without affecting the work / project and other interests of the.....
- g) That themay uproot, cut down or destroy trees, plants, groves, or bushes which, in the opinion of the RPCKL, is necessary to uproot, cut down or destroy make the land fit for the purpose of erection of Solar power project and infrastructure development such as road for same and may take them free of charges and dispose of them in any manner they likes except the valuable timber which shall be handed over to RPCKL. Themay level the ground by removing embanked path ways and filling up low-lying places on the land so as to make the ground fit for the purpose of establishment of solar

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

power project and infrastructure development such as road for same and cut the grass thereon and dispose of the same in manner they like and do any work on the land which, in the opinion of the RPCKL, is necessary for such purposes in consultation with and concurrence of officials of RPCKL.

13. That theshall follow the instructions given by the Revenue Department/RPCKL from time to time.
14. The right to use period of 25 years as provided herein may be extended for such number of years on such terms and conditions as may be mutually agreed between the RPCKL andand as per the applicable guidelines of the Government of Kerala.

15. MORTGAGING

Theshall not transfer, assign, let, underlets, sublet, license, mortgage, charge, encumber or part with the possession of the Demised Premises or any part thereof or any interest therein without prior permission of RPCKL.

16. RIGHT TO RE- ENTER:

Provided always that, if there be any breach of any of the terms and conditions and Covenants herein contained on the part of the....., RPCKL shall have the right to re-enter in to the possession of the demised land or any part thereof. Provided that RPCKL shall not exercise such right without serving the..... a notice in writing giving three months time to remedy the breach.

17. At the end of the project life and the lease period or extended lease period as the case may be, and at the time of handing over of the land to the RPCKL, the.....shall be titled to dismantle the project and retain for itself the salvage value thereof.

18. DISPUTE RESOLUTION:

All differences or disputes between the parties arising out of or in connection with this Agreement shall be mutually discussed and amicably resolved within ninety days (90 days). In the event that the parties are unable to resolve any dispute, the controversy or claim relating to or arising under this Agreement, as stated above same shall be subjected to the exclusive jurisdiction of Civil Courts at Thiruvananthapuram.

19. NOTICES

Any notice required or permitted under the terms of this Agreement or required by

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Applicable Law shall (unless otherwise agreed) be in writing and shall be delivered in person, sent by registered mail or air mail as appropriate, properly posted and fully prepaid in an envelope properly addressed or sent by facsimile to the respective parties as follows:

The RPCKL:

Chief Executive Officer,
Renewable Power Corporation of Kerala Limited.

Attention:
Chief Executive Officer, RPCKL,
Kanhangad South, Kasaragod,
Email id: ceoksebl@gmail.com

The
.....

Attention:
.....
.....
Email id :

20. Language

The language and all documents, notices, waivers and any other written communication or otherwise between the Parties, in connection with the Lease Deed shall be in English.

21. Governing Law

This Land uses agreement shall be governed by and construed in accordance with the laws of India.

22. Indemnity

Thehereby indemnifies and shall keep indemnified the RPCKL from and against all actions, demands, claims, liabilities, losses, damages, costs, expenses and other liabilities whatsoever brought against, suffered or incurred by the RPCK resulting from or by reason of (i) any breach of any representation, warranty or covenant of

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

the..... in this Agreement and (ii) any breach, non-observance or non-performance by theif any of its obligations under this Agreement.

23. Amendments

Neither this Agreement nor any term, covenant, condition or other provisions hereof may be waived, amended, varied, modified, supplemented, discharged or terminated except by an instrument in writing, signed by a duly authorized officer on behalf of each of the Parties.

24. This agreement shall be executed in duplicate and original copy shall be retained with RPCKL and duplicate copy with

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year first above written

Signed for and on behalf of the
RPCKL

Signed for and on behalf of the
.....

Shri.
Chief Executive Officer,
RPCKL, Kanhangad South,
Kasaragod,
Email id: ceoksebl@gmail.com

.....
.....),
.....,
.....,
.....
Email id

Witness:

Witness

1.

1.

2.

2.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

(In Kerala Govt. stamp paper worth Rs. 500/-)

IMPLEMENTATION AGREEMENT BETWEEN RENEWABLE POWER CORPORATION OF KERALA LIMITED AND

This Implementation Agreement made on this day of 2022 at Kanhangad.

Between

Renewable Power Corporation of Kerala Ltd, herein after called as **RPCKL**, a company incorporated under the Companies Act 2013 having its registered office at Vydyuthi Bhavanam, Pattom Thiruvananthapuram, which expression shall unless repugnant to the context or meaning thereof, includes its successors-in-office, administrators and permitted assignees **of the first part**.

And

..... a company incorporated under the Companies Act, 1956, having its registered office at Vydyuthi Bhavanam, Pattom, Thiruvananthapuram-695004 (herein after referred to as 'Lessee'), which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and includes its administrators, successors or permitted assignees) represented by the....., on the second part.

The RPCKL and KSEBL are individually referred to as '**Party**' and collectively referred to as '**Parties**'.

Whereas:

- a. RPCKL** was incorporated in the year 2016 under the Companies Act, 2013 (as a Joint Venture Company between Kerala State Electricity Board and Solar Energy Corporation of India Ltd, herein after called as SECI) with an objective to plan, develop and operate solar parks in the State of Kerala under MNRE Scheme for Development of Solar Parks and Ultra Mega Solar Power Projects in the country, notified on 12th December 2014
- b.** Pursuant to notification of CERC (Grant of Connectivity, Long-term Access and Medium-term Open Access in inter-State Transmission and related matters) (Fifth Amendment) Regulations, 2015 on 15th May, 2015, MNRE authorized RPCKL as the Solar Power Park ... Developer (SPPD) for Connectivity and Long-term Access in inter-State Transmission system and also to carry out other associated works for facilitation and implementation of the 5 -10 MW Solar PV Project to be developed in Nellithadam of Ambalathara Village,

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Hosdurg Taluk, Kasaragod District, Kerala State. As part of its functions, RPCKL facilitates setting up of power projects by public developers in the State of Kerala.

- c. **RPCKL** shall provide facilities as per the Scheme viz. Land and infrastructure like water, transmission lines, roads etc.
- d. Consequent to the
.....to develop 5 - 10 MW Solar PV Project in the land admeasuring 27 acres in the possession of RPCKL in survey No.95/pt at Nellithadam of Ambalathara village, Hosdurg Taluk, Kasaragod District, the land was allotted . The land allotted to the is hereinafter referred to as the “**Land**”.
- e. **RPCKL**, after considering the expenditure for the development of Infrastructure, will collect one time Solar Power Park development expenses towards capital cost for Land development and other Infrastructure such as Internal Transmission Lines, Roads, Water Supply, Drainage System, Boundary demarcation, Security etc. in the Solar Park from theL, including all applicable taxes, duties, cess and other Government levies.
- f. **RPCKL** will additionally charge Annual O&M Charges including annual lease rent and all applicable taxes, duties, cess and other Government levies from.....

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

1.0. Definitions and Interpretations

1.1 Definitions

In this Agreement, the following words and expressions shall have the respective meanings set forth below, unless the context otherwise requires.

- a) "Act" or "Electricity Act" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- b) “Agreement” shall mean this Implementation Agreement made between “RPCKL” and

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

- c) “Company” shall mean a body corporate incorporated in India under the Companies Act, 2013, which expression shall unless be repugnant to the context or meaning hereof be deemed to mean & include its successors in business and assignees.
- d) “Demised Premises” shall mean all that piece of leased land admeasuring 27 acres in survey No.95/pt of Ambalathara village, Hosdurg Taluk, Kasaragod District of Kerala State written hereunder and delineated on the plan here to annexed in Annexure-I, together with all rights, liberties, privileges, easement advantages and appurtenances, whatsoever thereto belonging or in any manner appurtenant thereto or usually held or occupied therewith or reputed to belong or be appurtenant thereto except and reserving unto RPCKL all mines and minerals in and under the premises.
- e) “Delivery point” shall mean the point of coupling of the grid with the facilities of the Power Project where Metering and SCADA interface are provided.
- f) “Metering point” shall mean the point at 33 kV bus bar of 33kV LILO station at Nellithadam in 33kV double circuit line from 33/220 kV Ambalathara Solar Park Substation to 33 / 110 kV Kanhangad grid Substation, which is the incoming 33kV feeder from the Project.
- g) “Party” or “Parties” shall refer to RPCKL and theindividually or collectively.
- h) “Pooling Sub Stations” shall mean 33kV/220kV Ambalathara Solar substation and 33/110KV Kanhangad grid Substation.
- i) “Solar Park” shall mean concentrated zone of development of solar power generation projects and provides an area that is well characterized with proper infrastructure including power evacuation and access to amenities. Solar Park will also facilitate solar project developers by reducing the number of required approvals;
- j) “SPD” or “Solar Project Developer” shall mean Kerala State Electricity Board Limited.
- k) “STU” or “State Transmission Utility” as defined under sub -section 1 of section 39 of Electricity Act, 2003 shall mean Kerala State Electricity Board Limited.
- l) “ Inter connection point” means the location of common coupling between Utilities grid and facilities of the power plant where electrical energy generated by the project is delivered to utility grid as defined in KSERC connectivity & Intrastate Open Access Regulation 2013, wherein metering facilities and SCADA facilities for furnishing required data to SLDC on real time is provided. Shall be at the 33 kV bus bar of 33kV

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

LILO station at Nellithadam in 33kV double circuit line from 33/220 kV Ambalathara Solar Park Substation to 33/ 110 kV Kanhangad grid Substation, which is the incoming 33kV feeder from the Project.

1.2. Interpretations

In this Agreement, unless the context otherwise requires:

- 1.2.1 Any reference to a statutory provision shall include such provisions as is from time to time modified or re-enacted or consolidated so far such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into here under.
- 1.2.2 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.
- 1.2.3 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 1.2.4 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement.
- 1.2.5 The terms used in this Agreement, unless as defined above or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued /framed by the Appropriate Commission, as amended or re-enacted from time to time.

2.0. Term of the Agreement

2.1 Effective Date

This Agreement shall come into effect from.....the date of official commencement of Project and such date shall be referred to as the Effective Date.

2.2. Term of Agreement

This Implementation Agreement subject to Article 2.3 and unless terminated earlier by either Party in accordance with the terms and conditions set forth herein, shall

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

remain in force (“the Term”) from the Effective date up to the expiry of the life of the Project including De- commissioning.

2.3 Renewal of Agreement

This Agreement may be extended for a further period on mutually agreed terms and conditions at least one hundred eighty (180) days prior to the expiry date.

3.0. Obligations of RPCKL

3.1 Approvals

RPCKL shall obtain all necessary statutory and non-statutory clearances required for developing and maintaining the Solar Park.

3.2 Declaration by RPCKL

- a) RPCKL declares that there is no mortgage, charge and / or claim over the Demised Premises and the Demised Premises is free from all encumbrances.
- b) RPCKL in its best knowledge declares that it has got full rights and absolute authority to give the right to use of the Demised Premises unto thefor the lease duration and to execute this Agreement in favor of the.....
- c) RPCKL has not been restrained either under income Tax Act or any other statute for the time being in force from dealing with or disposing of the Demised Premises or any part thereof in any manner.

3.3 Infrastructure facilities by RPCKL

RPCKL shall provide infrastructure facilities to theas per following details.

- a) Hand over 27 acres Govt. land in survey No.95/pt at Nellithadam in Ambalathara village.
- b) LILO arrangement
- c) Right to use for extracting water.
- d) Connectivity for 5 - 10 MW.
- e) Peripheral access roads for public & Solar Park.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

3.4 Internal Evacuation system

RPCCKL will provide a suitable LILO arrangement at Nellithadam in the double circuit 33kV line from 33/220 kV Ambalathara Solar Park Substation to 33 / 110kV Kanhangad grid Substation.

3.5 Main Road and Street Light

Road is available for the free access to the site. The existing bituminous Panchayath/ PWD roads passing through the Project site are also entitled to use for the project and any damages occurred to these roads during construction shall be repaired by..... at their own cost. The other internal access roads with in the plot shall have to be laid by at its own cost. Necessary lighting arrangement with in the Project boundary shall be provided and maintained byat its own cost

3.6 Water Supply

- a)shall develop suitable water supply system including metering arrangements to utilize the ground water sources available inside the project area.
- b) It is proposed to consume water @ 115 KL / month limiting to 3.70 KL / day so as to complete one cleaning cycle every month. However the supply of water is not restricted.
- c) shall be charged for water consumed by them as per applicable Govt. rates.
- d) RPCCKL has permittedto make 1 (One) Bore well inside the Project area.shall collect the water by making its own arrangements through metering as required. However number of location is not restricted to obtain the water requirements.

3.7 Drainage System

.....may connect their internal project drains to the existing Panchayath/PWD road drains.

4.0 Obligations of KSEBL

4.1 Observance of Law

Theshall undertake to establish, construct and operate the Solar Power Project in accordance with applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

4.2 Permissions and Clearances

Theshall obtain and renew, if necessary, at its own cost and risk, all necessary permissions, approvals, licenses and permits for the Solar Power Project and shall pay all license and other levies, cess and taxes in respect of the Demised Premises by reason of their being used the same for the purpose aforesaid and to observe and perform all local, police, municipal laws and/or policies and rules and regulations in connection with such use. RPCKL will sign all such documents and make all such applications as may be reasonably required of RPCKL at the cost of thefor enabling theL to obtain all necessary permissions, licenses and/or approvals for constructing, repairing, running and/or maintaining the Plant.

4.3 Use of Demised Premises for Other Purposes

- a) Theshall use the Demised Premises and every part thereof only for the purpose of constructing, maintaining and running the Solar Power Project and matters connected therewith and shall not use the Demised Premises or any part thereof for any other purpose.
- b) Theshall be the owner of the plant and buildings constructed by it on the Demised Premises and the equipment, machinery, furniture, fixtures and/or all moveable assets installed therein.
- c) Theshall construct the Solar Power Project including the buildings, structures required for the Solar Power Project as per their own plans in the demised premises. However theshall submit the plans/drawings to RPCKL for its scrutiny and approval to ensure that buildings & structures shall not create any obstruction to the neighboring plots.
- d) Theshall not build, construct, demolish or erect or make any alterations and/or additions to the Plant and/or any building or any structure on the Demised Premises or any variation or user of any portion thereof unless and until specifications, plans, elevations, sections and details thereof are submitted by theto RPCKL for its scrutiny and approval to ensure that the above alterations/additions to buildings/structures will not create problems to Solar power Projects in the neighboring plots.
- e) Theshall not make any excavation upon any part of the Demised Premises or remove any stone, sand, gravel, clay, earth or material there from except for the construction of the Solar Power Plant.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

4.4 Mortgaging

- a) Theshall not transfer, assign, let, underlets, sublet, license, mortgage, charge, encumber or part with the possession of the Demised Premises or any part thereof or any interest therein without prior permission of RPCKL.
- b) For the purpose of constructing the Plant on the Demised Premises, if the intends to obtain loan from a bank or other financial institutions by mortgaging their lease hold interest in the Demised Premises in favor of such bank or institution, prior permission of RPCKL shall be obtained. However such mortgage shall not affect the rights and obligations of RPCKL under this Agreement.

4.5 Right of Access to RPCKL/ Other authorities

RPCKL and/or the authorized persons of RPCKL shall, for the purpose of discharging its obligations including inspection to ensure compliance of terms and conditions of this agreement by

4.6 Right of RPCKL to Audit

Theshall permit conducting of a technical audit if deemed require to confirm whether the has been in due compliance of all the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility practices. Theshall also ensure that answer to any query raised in this technical audit and/or any document/information required by the auditor is provided within reasonable time.

4.7 Metering

Metering point shall be the point at 33kV Bus bar, where the Power from the Solar Power Project is injected in to the 33 kV bus bar of 33kV LILO station at Nellithadam in 33kV double circuit line from 33/220 kV Ambalathara Solar Park Substation to 33/ 110 kV Kanhangad grid Substation, which is the incoming 33kV feeder from the Project. Metering shall be done at the interconnection point along with check meters at 33kV bus of LILO Station at Nellithadam to determine the generation from 5 - 10MW solar PV project. The Metering and connected equipment shall be provided byat their own cost.shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) regulations, 2006 and Amendment Regulations, 2010 and Technical Standard for Connectivity to the Grid (Amendment) Regulation 2013, the Grid Code, as amended from time to time.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

4.8 Insurance

During the term of the Agreement, theL shall ensure that the Solar Power Plant including all the buildings, structures erected on the Demised Premises is insured at its own cost against any loss or damage.

4.9 Fire Safety

The KSEBL shall establish and maintain its own fire fighting and safety equipment to avoid/minimize the loss/damage of property/equipment in case of fire. RPCKL shall not be held responsible for any loss/damage of property/equipment of due to fire accidents.

5.0. Transmission and Evacuation of power from Solar Park

5.1 Pooling stations

33kV/220kV Ambalathara Solar substation and 33/ 110kV Kanhangad grid Substation will act as pooling Substations.

5.2 Inter-connection of solar projects with pooling stations

..... will interconnect its Solar PV project through a single 33kV feeder to the 33kV bus bar of 33kV LILO station at Nellithadam in 33kV double circuit line from 33/220 kV Ambalathara Solar Park Substation to 33/ 110 kV Kanhangad grid Substation, which is the incoming 33kV feeder from the Project.

5.3 Inter-connection point or Delivery point

“Inter-connection point or “Delivery point” shall be the point at the 33 kV bus bar of 33kV LILO station at Nellithadam in 33kV double circuit line from 33/220 kV Ambalathara Solar Park Substation to 33/ 110 kV Kanhangad grid Substation, which is the incoming 33kV feeder from the Project. Metering shall be done at this interconnection point along with subsidiary meters to determine the generation of Solar project. The Metering and connected equipment shall be provided by KSEBL at their cost. KSEBL shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) regulations, 2006 and Amendment Regulations, 2010 and Technical Standard for Connectivity to the Grid (Amendment) Regulation 2013, the Grid Code, as amended from time to time.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

6.0 Payment Terms

6.1 Solar Park Development fees:

As Solar Park charges, one time upfront fee towards capital cost for land development and for providing common Infrastructure such as Internal Transmission lines, Roads, etc of Rs.....calculated as per DPR for 5 - 10 MW shall be paid byto RPCKL for the usable land physically handed over to.....' possession free of any encumbrances, for implementation of 5 - 10 MW Solar PV based Power Project at Nellithadam in survey No.95 / pt of Ambalathara village, Hosdurg Taluk, Kasaragod District of Kerala State. Both the parties agree that incase of any revision of the above mentioned charges, suitable adjustments will be made between the parties. All applicable taxes on such transaction shall be paid extra to the RPCKL by, within 15 days from the date of issue of bill by RPCKL. Additional payments as per applicable Govt. rate if any for the belated payment of all taxes due to non receipt of the same from shall be borne by.....

6.2 Annual maintenance fees

Annual operation and maintenance charges for maintaining the Solar Park infrastructure such as Transmission facilities, Establishment charges, various overheads including applicable statutory taxes etc. shall be paid by to RPCKL based on the demand raised by RPCKL as per the provision of this agreement. Annual maintenance fees of Rs.13.53 lakhs (Rupees thirteen point five three lakhs only) apportioned as per DPR for 5 - 10 MW shall be paid annually on or before 30th April at the beginning of each financial year during the entire period of contract. The above annual maintenance fees are subject to any taxes and charges as applicable as well as a yearly escalation based on Govt. policy on the land lease and 5.72% (Five point seven two percent) in the remaining during the subsequent years of contract. Both the parties agree that incase of any revision of the above mentioned charges, suitable adjustments will be made between the parties. First year annual maintenance fees shall be payable byon prorated basis within 30 days from the date of raising of Invoice. All applicable taxes on such transaction shall be paid extra to the RPCKL by the within 15 days from the date of issue of bill by RPCKL. Additional payments as per applicable Govt. rate if any for the belated payment of all taxes due to non receipt of the same fromshall be borne by.....

6.3 Charges for Water Supply

Water consumed byshall be metered and charged as per the applicable Govt. rates. Charges for water supply shall be paid byevery month within 15 days from the date of issue bill by RPCKL.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

6.4 Transmission Charges and Scheduling Charges

- a) In case, RPCKL is liable to pay transmission charges and losses, wheeling charges and losses, SLDC / RLDC charges etc. for evacuation of power to the transmission system, has to bear the above charges and losses as specified by concerned authority on behalf of 5-10 MW..... Project. RPCKL will forward the bills received from concerned authority towards above charges andhas to pay the bills immediately.
- b) Forecasting and scheduling shall be done byas per Indian Electricity Grid Code (IEGC) amended from time to time.

6.5 Taxes and Duties

- a) RPCKL shall be liable for payment of any taxes, duties, levies, cess whatsoever for discharging of its obligations. However in case if RPCKL is required to perform any obligations (Which was / is originally to be performed byon behalf of.....,shall reimburse all such payments whatsoever incurred by RPCKL in discharge of such obligations.
- b) The..... shall bear and promptly pay all Taxes, assessed / levied on theas per the Law in relation to the execution of this Agreement.

7. Amendment

Neither this Agreement nor any term, covenant, condition or other provisions hereof may be waived, amended, varied, modified, supplemented, discharged or terminated except by an instrument in writing, signed by a duly authorized officer on behalf of each of the Parties

8. Language

The language and all documents, notices, waivers and any other written communication or otherwise between the Parties, in connection with the Lease Deed shall be in English.

9. Governing Law

This Land uses agreement shall be governed by and construed in accordance with the laws of India.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

10. Indemnity

Thehereby indemnifies and shall keep indemnified the RPCKL from and against all actions, demands, claims, liabilities, losses, damages, costs, expenses and other liabilities whatsoever brought against, suffered or incurred by the RPCKL resulting from or by reason of (i) any breach of any representation, warranty or covenant of the..... in this Agreement and (ii) any breach, non-observance or non-performance by theif any of its obligations under this Agreement.

11. Dispute Resolution:

All differences or disputes between the parties arising out of or in connection with this Agreement shall be mutually discussed and amicably resolved within 90 days. In the event that the parties are unable to resolve any dispute, controversy or claim relating to or arising under this Agreement, as stated above, the same shall be dealt with as per the provisions of the Electricity Act, 2003. The place of Arbitration shall be at Thiruvananthapuram the capital city of Kerala.

12. This agreement is executed in duplicate and original copy shall be retained with RPCKL and duplicate copy with.....

IN WITNESS WHEREOF this Implementation Agreement has been executed by the and is intended to be and is here by delivered on the day, month and year first above written by the undersigned.

FOR AND ON BEHALF RPCKL

FOR AND ON BEHALF KSEBL

Signature:

Signature:

Name:

Name:

Designation:

Designation

Seal of the Company

Seal of the Company

In the presence of

In the Presence

Witness

Witness

1.

1.

2.

2.

RFP of Bidders for build, own and operate including Engineering Design, manufacture, supply, erection, testing and commissioning, operation & maintenance of Grid Connected Ground Mounted 5-10 MW Captive Solar PV power project at Nellithadam, under Kasaragod Solar park in Kasaragod district, Kerala.

Proposed Land for 5 MW Solar Park at Nellithadam, RS No. 95 of Ambalathara Village

