

REC Power Development and Consultancy Limited

Response dated 23.11.2021 to the clarifications on Tender Document, “EMPANELMENT OF EPC-CUM-O&M CONTRACTORS FOR DEVELOPMENT AND O&M OF SOLAR PV POWER PROJECTS UNDER FIVE (5) CATEGORIES”

Tender Ref No. RECPDCL/Solar/e-Tender/2020-21/1710 Dated: 29.10.2021

Sl.No.	NIT Reference	Existing Clause	Query from Bidders	Response from RECPDCL
1.	Chapter-3 (Qualification Criteria) For Category A, B, C, D Point no- 5 Page No- 10	In-house SPV module manufacturing/ Grid Connected Inverter manufacturing. CA certificate certifying relationship between bidder and module manufacturer / Inverter manufacturer.	<p>1. As we are bidder and we will bring the module/inverter from other manufacture. Do we provide the relationship certificate between Bidder and Manufacturer?</p> <p>2. How many manufacturers can we provide in the relationship certificate?</p> <p>3. We are EPC company is it mandatory to provide the CA certificate certifying relationship between bidder and module manufacturer / Inverter manufacturer.</p> <p>4. As we manufacture only battery of certain</p>	<p>The referred clause is applicable to those bidder's who are having their manufacturing facility (SPV modules/Inverters) on some other 'registered name' (Parent company/subsidiary etc.). In such cases, CA certificate shall certify the relationship b/w bidder and the manufacturing unit 'registered name'. EPC bidder's who are not having any in-house manufacturing facility (SPV modules/Inverters), are not eligible to claim points under this clause.</p> <p>It is further clarified that, bidder's claiming their in-house manufacturing facility (SPV modules/Inverters) on their own name, shall submit factory license/DIC certificate or any other Government supporting document as</p>

			specification and if in the tender, they ask about different specification at that time can we bring the product of different manufacturer.	an evidence/proof of having their manufacturing facility (SPV modules/Inverters).
2	Annexure-A (Covering Letter) Point No- 7 Page No- 17	An undertaking in Rs.100/- stamp paper on compliance of tender specification and terms and conditions is attached.	There is no specification present in tender document and for Terms and Condition will we consider Chapter-4 (General Term and Condition) or some different is there.	Bidder may use Companies letterhead for Covering letter.
3	Chapter 3 3.1 (Pg. No.9)	Technical-Criteria: Single work order of similar work (Defined hereunder Sl. No. C in Note) installed in last 5 years Category-A (Rooftop Solar up to 500 kWp) $\geq 400 \text{ kW} \ \& \ < 600 \text{ kW}$	We are planning to apply for Category- A according to our Technical & Financial capabilities, therefore, we request you to give some alternative route to qualify a highly skilled firm like us, under this head by giving a choice of 4 projects of 100 kW each or 8 projects of 50 kW each to enhance the participation. Alternatively, you can give some less score for this alternative.	Pl refer to Addendum-1

			<p>In addition to that we would like to inform you that we have a great experience of working in Industrial, Institutional, Commercial & Residential Sector also, where we have already installed over 600 projects in the state of Uttarakhand, U.P., M.P., Delhi & Haryana. There is huge potential in these Sectors, where RECPDCL can play a bigger role by hand-holding with the entities like who have ground level knowledge about these sectors, where RECPDCL can come out with some RESCO/Finance Schemes for Rooftop solar Projects to tap this big market and we can promote this scheme with your prestigious Govt. organisation. To take it forward the complete business plan is ready with us and can be shared with you at appropriate time.</p>	
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			<p>Further, our firm is duly registered with MSME/NSIC, Start-Up India, GEM, etc. Therefore, just because of this small qualification requirement of single project of 400 kW should not debar the potential entities like Xpanz Energy Solutions LLP. Therefore, you are requested to slightly dilute this Technical Requirement, so that the Start-up entities like us can qualify and contribute to the overall objectives of RECPDCL.</p> <p>We also give preference to the Environment issues and working in this Rooftop Solar Market from the last 7 years with all the SOPs in place and in operational with ISO 9001-2015 registration and working experience with the Govt. entities like, SECI, IPGCL, BSES, TATA Power, UHBVN, CREST, MPMKVVCL, etc.</p>	
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4	Chapter-4, Point No-5	<p>Company/Firm need to submit Power of attorney as per format Annexure-E, duly notarized, indicating that the person signing the bid has/ have the authority to sign the bid and thus that the bid is binding upon the bidder during the full period of engagement with RECPDCL including any extension thereafter.</p>	<p>We would like to urge you to consider Limited Liability Partnership (LLP) under the category of Firm only. The reason being LLP's are governed by Ministry of Company Affairs (MCA) and have got recognized by Income Tax Act,1961 under Firm's status only. The added advantage of LLP is that, since its governed by MCA, the compliance is stricter and all its data is publicly available. Further, nationwide LLP model is now more preferred due to its dual benefit of routine Partnership firms and ease of business under ROC/MCA banner.</p>	<p>Amended as:</p> <p>The bidder should be a firm registered/ incorporated under Companies Act/ Partnership Act/ Limited Liability Partnership Act</p>
5	Chapter-3 ,Table No-3.1,Point No 4 for Category C	<p>Financial Criteria: Minimum average annual turn- over of last three Financial years for Category C is ≥ 14 Cr & <21 Cr</p>	<p>Please reduce the turnover criteria up to 10cr for the category C as per MW solar project cost has been reduced drastically in last</p>	<p>No change. As per EoI</p>

			<p>three years.</p> <p>We have already commissioned more than 8 MW of Solar Projects as per tender technical Requirements for Category C but not able to match the financial turnover because of the less project cost.</p> <p>Request to please change the turnover criteria up to 10cr only.</p>	
6	Chapter-3 ,Table No-3.1	Financial Criteria: Minimum average annual turn- over of last three Financial years 2018-19, 2019-20, 2020-21	<p>We have audited last two years of balance sheet i.e. for the year 2019-20 and 2020-21 Request to Consider the Current year i.e. 2021-22 provisional Balance Sheet till September as third year to match the turnover eligibility criteria. We will provide Provisional Balance sheet with CA certificate for the same.</p> <p>We have commissioned more than 8 MW of solar projects which is matching the technical criteria. We</p>	No change. As per EoI.

			also have 20MW of ongoing solar projects.	
7			There is no given particular department's name, may we put Private order as per Technical Eligibility?	Work orders from Private clients/entities will also be considered.
8	Pt. 3 of Eligibility Criteria (Pg 9)		<p>Please note that we have carried out the EPC of a 400KWp project. On single site at Ramakrishna Mission, Belur, Howrah, for which we have a single Commissioning report Work orders are split into 4 Nos. 50KWp and 2 Nos. 100KWp projects.</p> <p>Please note that we have added another 100KWp to the same site, making the total project capacity 500KWp.</p> <p>In this regard we shall be highly obliged if you consider the same for our evaluation under Category-A We would also like to highlight that we have done an overall Solar rooftop</p>	Pl refer to Addendum-1

			project of cumulative capacity of above 2.5 MW.	
9	Pt.5 of Eligibility Criteria (Pg 10)		Please note that we are regular buyers of reputed Indian makers like Vikram Solar, Sova Solar etc. We are also channel partners of Vikram Solar in the Eastern Region of the country. Kindly let us know whether the above shall be considered for evaluation under this point of the Eligibility clause.	Please refer to response against Sl.No.1
10	General terms & Conditions - Pt. 20 (Pg 13)		We are an MSME organization, NSIC certified. Kindly clarify whether EMD exemption can be considered in this regard.	Please refer to Clause 37 at page 14
11	6 (Pg. No.6)	Subsequent to the empanelment of EPC-cum-O&M Contractors, as opportunities for development of solar PV projects will come, RECPDCL will conduct project-wise bidding amongst the empanelled Contractors only, for selection of	We request that to reduce the selection process time and to expedite the project execution, RECPDCL can give the project to the Empaneled vendors on the basis of roaster at a	EoI clause is self-explanatory. No Change. As per EoI.

		EPC-cum-O&M Contractor for each of those projects.	benchmark price issued by MNRE or alternatively bidding to be restrict to financial bid only and call for lowest financial bid keeping in mind the benchmark cost of MNRE.	
12	3 (Pg. No. 7&8)	<p>The Agencies qualifying the Eligibility/ Qualifying criteria mentioned in Chapter-3 should upload Bid document with duly signed scanned soft copy of the documents given below as a pre-qualification response:</p> <ul style="list-style-type: none"> • GST Registration Certificate • PAN • <u>Security Deposit in Bank Guarantee form</u> <p>Note: All the above documents...</p>	<p>Please mention it in the following manner, "<u>Security Deposit in Bank Guarantee form, if required</u>", as it is not required to be given by MSME/NSIC registered entities at this stage.</p> <p>Refer Clause No. 37 of Chapter 4 at Pg. No.14, where it is mentioned that:</p> <p><i>"Agencies, who are MSME/NSIC registered, are exempted in submission of this Security Deposit up to their monetary limit. This Security deposit is non-interest bearing."</i></p>	<p>EoI clause is self-explanatory. No Change. As per EoI.</p>
13	3.1	Supporting Documents	You are requested to add the " Agreement with Project	Bidder may submit agreement copy against Purchase

	(Pg. No. 9)	<p>3. Technical Criteria:</p> <p>Purchase Order/Work Order for Design, Supply, Erection, Testing & Commissioning in support of solar capacity along with Certificate of successful Completion from Project owner/ CEI Report.</p>	<p><i>owner</i>” also as supporting document for Design, Supply....</p> <p>And</p> <p>Accept the Net Meter installation certificate/ DISCOM’s Certificate/ Generation data from the Remote access system in support of successful Completion of projects, as in some cases the Project Owner’s availability is not possible in such a short span of period and festival season.</p>	<p>Order/Work Order along with successful Completion from Project owner/ CEI Report.</p>
14	10 (Pg. No. 12)	<p>RECPDCL reserve the right to empanel one or more number of agencies.</p>	<p>Please clarify that whether RECPDCL is looking for empanelment of only one agency?</p>	<p>RECPDCL is looking for empanelment of number of agencies.</p>
15	21 (Pg. No. 13)	<p>The Applicant should not be declared ineligible by Asian Development Bank, World Bank and Exim Bank. Also, Applicant should not have excluded by an act of compliance with a UN Security Council resolution. The applicant has to provide an undertaking regarding</p>	<p>There is no format provided in this EoI regarding this issue. Please clarify.</p> <p>Also let us know whether it is to be given on Rs. 10 stamp paper or letter head?</p>	<p>Bidder may use their own format on their Letter Head for these undertaking.</p>

		fulfilment of this requirement.	Suggestion: Add this undertakings to Annexure-D	
16	23 (Pg. No. 13)	The Applicant shall not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services. The Applicant has to provide undertaking regarding the same.		
17	Pg. No. 16	Annexure-A COVERING LETTER Ref: Bid document No. <ul style="list-style-type: none"> - Having examined the bidding documents, - pertaining to the tender - conditions of the tender and in conformity with the said bidding documents. - if our bid is accepted, - delivery schedule specified in the tender documents. - We agree to abide by this bid - Point No.2: We have satisfied itself as to the correctness and sufficiency of the Contract Price 	<p>You are requested to look into the language of this Covering letter, because it is not for Tender /Bid Document, rather it is <u>“Expression of Interest (EoI)”</u>.</p> <p>Further, as we do not have any tender document available at this stage, therefore some of the clauses need to be amended accordingly.</p> <p>Since, we have to submit the signed copy of the Covering letter, therefore the necessary changes are</p>	Conditions remains unchanged.

		<p>cover all its obligations under the Contract.</p> <p>An undertaking in Rs.100/- stamp paper on compliance of tender specification and terms and conditions is attached.</p>	<p>required to make it more meaningful.</p>	
18	<p>Point No.2 (Pg. No. 19)</p>	<p>ANNEXURE-C</p> <p>2. That our Firm / Company i.e. (mention name of the Applicant Entity) is eligible to submit the aforesaid application as it not is under liquidation, court receiver- ship or similar proceedings.</p>	<p>You are requested to delete the word <u>“is”</u> to make this declaration meaningful.</p> <p>“That our Firm / Company i.e. (mention name of the Applicant Entity) is eligible to submit the aforesaid application, as it not is-under liquidation, court receiver-ship or similar proceedings.”</p>	<p>Point no. 2 of Annexure-C amended as: That our Firm / Company i.e. (mention name of the Applicant Entity) is eligible to submit the aforesaid application as it is not under liquidation, court receiver-ship or similar proceedings.</p>
19	<p>Pg. 20</p>	<p>Annexure-D: Declaration for Blacklisting</p>	<p>Please add the following undertaking also to cover the requirements of point No. 21 of Chapter-4 at Pg. No. 13:</p> <p><i>“The Applicant is not declared ineligible by Asian Development Bank, World Bank and Exim Bank. Also,</i></p>	<p>EOI conditions remains unchanged.</p>

			<p><i>Applicant is not excluded by an act of compliance with a UN Security Council resolution.”</i></p> <p>Also, add the following undertaking also to cover the requirement of point No. 23 of Chapter-4 at Pg. No. 13: <i>“The Applicant is not involved in any major litigation that may have an impact of affecting or compromising the delivery of services.”</i></p>	
20	Pg. No.21	<p>Annexure-E</p> <p>POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY</p> <p>“Empanelment of EPC-cum-O&M Contractors for Development and O&M of Ground Mounted Solar PV Power Projects of RECPDCL....”</p>	<p>This sentence to be replaced with:</p> <p>“EMPANELMENT OF EPC-CUM-O&M CONTRACTORS FOR DEVELOPMENT AND O&M OF SOLAR PV POWER PROJECTS of RECPDCL...”</p> <p>It is required in view of removing anomaly between the EOI’s exact requirement</p>	<p>Amended as: Empanelment of EPC-cum-O&M Contractors for Development and O&M of Solar PV Projects of RECPDCL.</p>

			and match the POA with this. As this EOI is not purely for ground mounted Solar PV Power Projects.	
21	Pg. No. 28	Annexure-K FINANCIAL INFORMATION OF THE APPLICANT Net Worth (INR Crore)	You are requested to either remove this requirement of Net Worth* or provide the definition of Net Worth to compute the same and mention. *As it is not the part of Financial Criteria as mentioned in Chapter-3 (Refer Pg. No.9)	Net worth of bidder should be positive.
22	Pg. No. 29	Annexure-L PRE-CONTRACT INTEGRITY PACT	You are requested to let us know whether it is to be given on letter head or Non-Judicial Stamp paper of Rs. 10/-	Please refer to Clause 25 at Page 13 of EOI document.
23	Point No. 3 (Pg. No. 30)	Commitments of BIDDERS <u>The will not offer</u> , directly or through intermediaries, any bribe, gift, consideration, reward, <u>favor</u> , any material or immaterial benefit	Insert the word “Bidder” to make the sentence meaningful: The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward,	Referred clause to be amended as: The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit

			favour, any material or immaterial benefit	
24	Point No. 3 (Pg. No. 31)	The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the RECPDCL as part of the business relationship, regarding plans, technical proposal and <u>bus</u> RECPDCL details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care <u>lest</u> any such information is divulged.	Please make the desired corrections in this sentence to make it mor meaningful, as use of words like " <u>bus</u> " and " <u>lest</u> " is not understandable and making it difficult to get any meaning out of it. Since it is part of PRE-CONTRACT INTEGRITY PACT and we are supposed to sign it, therefore first of all the meaning should be understood by the signing person.	The referred clause amended as: The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
25	Point No. 7 (Pg. No. 33)	Fall Clause The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of	We request you to remove this clause, because it is very difficult to compare the price of the solar system, even if it is of same capacity, because price may differ due to many reasons, like: - Terrain of the project	At the time of inviting financial bid, RECPDCL shall mention estimated project cost to the specific project.

		<p>India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the RECPDCL, if the contract has already been concluded.</p>	<p>site</p> <ul style="list-style-type: none"> - Make of the Equipment - Distance from the supplier's site - Financial terms - O&M Terms, etc. <p>Further, MNRE benchmark prices are always available to cross check the price charged by the empanelled vendor.</p> <p>In addition to that you have discovered the price charged by empanelled vendor through competitive bidding process, as mentioned at Clause 6 of Chapter-1 (Refer Pg. 6 of this EoI).</p> <p>Therefore, in view of above-mentioned reasons, there is no point of taking this type of harsh and unilateral undertaking from the Bidder.</p>	
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26	Point No. 8 (Pg. No. 33)	Independent Monitors	<p>You are requested to clarify that this independent monitor is to look into the technical or financial aspect of the project?</p> <p>As per our opinion the Independent Monitors should not have anything to do with the financial matters of the Bidder, as he has taken the project based on competitive Bidding system and Independent Monitor has no right to know the pricing, margins, etc. of Bidder. Therefore, you are requested to draft the language of this part accordingly to restrict the scope of Independent Monitor to check the Technical Aspects of the project only.</p>	<p>This is general clause of Integrity pact of RECPDCL. The monitor may review independently and objectively the overall aspect of the project.</p>
27	Point No.8 (Pg. No. 34)	Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including	In view of the abovementioned facts, we request to delete the word “procurement” from this	EOI Conditions remains unchanged.

		minutes of meetings.	declaration.	
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