

**RFS for Implementation of Grid Connected Rooftop Solar PV System in Fifty One (51) offices of various organisations under Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) located in Different States/ Union Territory of India Under CAPEX Model**

Ref No.: RfS No: ISTSL/ Solar/ RFS/ 2017-18/ 03

Date: 14.07.2017

S. No.	RFS Document Section Reference	Original Clause of RFS/as clarified earlier	Modified Clause of RFS
1	<b>Title of the RFS document</b>	RFS for Implementation of Grid Connected Rooftop Solar PV System in Fifty One (51) offices of various organisations under Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) located in Different States/ Union Territory of India Under CAPEX Model	Implementation of Grid Connected Rooftop Solar PV System in <b>Fifty (50)</b> offices of various organisations under Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) located in Different States/ Union Territory of India Under CAPEX Model
2	<b>Clause 1 of Part-I (Invitation for Bids &amp; Bid Details), page no. 6 of 139</b>	Bids are invited through this RfS for aggregate capacity of 3552.8 kWp in buildings of 51 Offices of various organizations under Ministry of MSME.	Bids are invited through this RfS for <b>aggregate capacity of 3503.6 kWp in buildings of 50 Offices</b> of various organizations under Ministry of MSME.
3	<b>Clause 2.1.1 of Part-II (Instructions to Bidders), page no. 15 &amp; 16 of 139</b>	State-wise Details of the Sites along with Capacity are provided for 51 sites in a table.	<b>State-wise Capacity and Site-wise Capacity provided in the table are in “kWp”.</b>  MSME-TR (Central Footwear Training Institute, CFTI), Chennai (S. No. 36 in the table) of 49.2 kWp capacity is being <b>removed</b> from the list. <b>Revised no. of sites in the State of Tamil Nadu is two (2) and the revised total capacity for the State is 156 kWp.</b>
4	<b>Bid Bond/ EMD: Clause 2.1.1 of Part-II (Instructions to Bidders), page no. 31 &amp; 32 of 139</b>	Value of Bid Bond to be furnished by the Bidder for each state for which the bidder is submitting its price bid is given in a table.	<b>Revised State-wise Capacity for the State of Tamil Nadu is 156 kWp. Accordingly, value of Bid Bond for the State of Tamil Nadu is INR 1,87,200.</b>

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5	<p><b>Clause 4.2 of Part-III (Evaluation Criteria &amp; Incentive Disbursement), page no. 40 of 139</b></p>	<p>The Incentive shall be disbursed as follows.</p> <p>Incentive as calculated under Clause 4.1 for above will be released as follows:</p> <p>(i) For General category states the INR 10,833/- per kWp (2/3 of the amount mentioned in the table 1.2) incentive shall be disbursed after Successful Commissioning and acceptance of project and balance INR 5,417/- (1/3 of the amount mentioned in the table 1.2.) incentive after completion of first year of successful O &amp; M, if project is commissioned in sanctioned time.</p> <p>It may be noted that no incentive shall be provided for capacity commissioned after the sanctioned time. A reference sheet indicating amount of applicable incentive based on commissioned capacity against the allocated capacity is enclosed as Annexure-III to this RfS.</p> <p>(ii) For special category states the INR 26,000/- per kWp (2/3 of the amount mentioned in the table 1.2) incentive shall be disbursed after Successful Commissioning and acceptance of project and balance INR 13,000/- (1/3 of the amount mentioned in the table 1.2) incentive after completion of first year of successful O&amp;M, if project is commissioned in sanctioned time.</p>	<p>The Incentive shall be disbursed as follows.</p> <p>Incentive as calculated under Clause 4.1 for above will be released as follows:</p> <p>(i) For General category states, <b>incentive of INR 10,833/- per kWp (2/3 of the amount mentioned in the table 1.2) or 2/3 of 25 % of the cost arrived through this bidding process (whichever is lower) shall be disbursed after Successful Commissioning and acceptance of project and balance incentive of INR 5,417/- (1/3 of the amount mentioned in the table 1.2.) or 1/3 of 25 % of the cost arrived through this bidding process (whichever is lower) after completion of first year of successful O &amp; M, if project is commissioned in sanctioned time.</b></p> <p>It may be noted that no incentive shall be provided for capacity commissioned after the sanctioned time. A reference sheet indicating amount of applicable incentive based on commissioned capacity against the allocated capacity is enclosed as Annexure-III to this RfS.</p> <p>(ii) For special category states, <b>incentive of INR 26,000/- per kWp (2/3 of the amount mentioned in the table 1.2) or 2/3 of 60 % of the cost arrived through this bidding process</b></p>

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		It may be noted that no incentive shall be provided for capacity commissioned after the sanctioned time. A reference sheet indicating amount of applicable incentive based on commissioned capacity against the allocated capacity is enclosed as Annexure-III to this RfS.	<p><b>(whichever is lower) shall be disbursed after Successful Commissioning and acceptance of project and balance incentive of INR 13,000/- (1/3 of the amount mentioned in the table 1.2) or 1/3 of 60 % of the cost arrived through this bidding process (whichever is lower) after completion of first year of successful O&amp;M, if project is commissioned in sanctioned time.</b></p> <p>It may be noted that no incentive shall be provided for capacity commissioned after the sanctioned time. A reference sheet indicating amount of applicable incentive based on commissioned capacity against the allocated capacity is enclosed as Annexure-III to this RfS.</p>
6	Format-4 – Format for Performance Bank Guarantee (PBG), page no. 67 of 139		Revised “Format for Performance Bank Guarantee (PBG)” is attached.
7	Letter of Allocation to Proceed with the Work: Annexure-O, page no. 98 of 139		Revised “Letter of Allocation to Proceed with the Work” is attached.

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8	<b>Performance Security/ Performance Bank Guarantee: Clause 3.14.5 of Part-II (Instructions to Bidders), page no. 33 of 139</b>	<b>Note:</b> In case the successful bidder is not able to furnish the PBG for 5 year of validity, then PBG with initial validity period of 2 year may also be accepted by respective organizations/ institutions under Ministry of MSME provided the successful bidder shall renew/extend the PBG, 30 days prior the expiry of the same. If the successful bidder does not extend the PBG, the same shall be forfeited by respective organizations/ institutions under Ministry of MSME.	<b>Note:</b> In case the successful bidder is not able to furnish the PBG for 5 year of validity, then PBG with initial validity period of 2 year may also be <b>accepted by ISTSL</b> provided the successful bidder shall renew/extend the PBG, 30 days prior the expiry of the same. If the successful bidder does not extend the PBG, the same shall be <b>forfeited by ISTSL</b> .
9	<b>Increase/ Decrease of Bidder Allocated Capacity: Clause 1.6 of Part-III (Evaluation Criteria &amp; Incentive Disbursement), page no. 38 of 139</b>	Clause 1.6.4: In case capacity is enhanced by ISTSL/ Ministry of MSME, successful bidder shall submit the equivalent amount of PBG to respective organizations under Ministry of MSME within 30 days from the date of issuance of Allocation letter, failing which awarded capacity shall stand cancelled.	Clause 1.6.4: In case capacity is enhanced by ISTSL/ Ministry of MSME, successful bidder shall submit the equivalent amount of <b>PBG to ISTSL</b> within 30 days from the date of issuance of Allocation letter, failing which awarded capacity shall stand cancelled.

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10	Clause 6.2.5.6 (Part-IV (General Conditions of Contract)), page no. 49 of 139	For any issues related to operation & maintenance, a phone number shall be made available to the rooftop owner/ plant owner to resolve within 72 hours. If not attended within such stipulated time, a complaint may be raised to ISTSL, pursuant to which, a penalty of Rs.10,000 for full month or more shall be imposed for all system capacities. Repetition of such instances for more than 2 times a year may lead to the stopping of next tranche of Incentive by ISTSL. Further, If the outage of the plant is more than 30 days continuously, then 50% PBG amount shall be encashed by organizations under Ministry of MSME and if the outage is exceeding more than 60 days then complete PBG amount shall be encashed by organizations under Ministry of MSME. This will be applicable till 5 years of O&M as per the Scope of the RfS.	For any issues related to operation & maintenance, a phone number shall be made available to the rooftop owner/ plant owner to resolve within 72 hours. If not attended within such stipulated time, a complaint may be raised to ISTSL, pursuant to which, a penalty of Rs. 10,000 for full month or more shall be imposed for all system capacities. Repetition of such instances for more than 2 times a year may lead to the stopping of next tranche of Incentive by ISTSL. Further, If the outage of the plant is more than 30 days continuously, then 50% PBG amount shall be <b>encashed by ISTSL</b> and if the outage is exceeding more than 60 days then complete PBG amount shall be <b>encashed by ISTSL</b> . This will be applicable till 5 years of O&M as per the Scope of the RfS.

S. No.	RFS Document Section Reference	Original Clause of RFS/as clarified earlier	Modified Clause of RFS																								
11	Clause 1.2 of Part-V (Special Conditions of Contract), page no. 56 of 139	<p>“Benchmark Cost” shall mean per kWp cost defined by MNRE for solar power plants without battery. For the purpose of this RfS, the benchmark cost will be considered as INR 75,000/- per kWp. For the purpose of this RfS, the benchmark cost will be considered as the following:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Category based on Project Size</th> <th>MNRE Benchmark Cost (INR/kWp)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Upto 10 kWp</td> <td>70,000</td> </tr> <tr> <td>2</td> <td>&gt; 10 kWp – 100 kWp</td> <td>65,000</td> </tr> <tr> <td>3</td> <td>&gt; 100 kWp – 500 kWp</td> <td>60,000</td> </tr> </tbody> </table>	S. No.	Category based on Project Size	MNRE Benchmark Cost (INR/kWp)	1	Upto 10 kWp	70,000	2	> 10 kWp – 100 kWp	65,000	3	> 100 kWp – 500 kWp	60,000	<p>“Benchmark Cost” shall mean per kWp cost defined by MNRE for solar power plants without battery. For the purpose of this RfS, the benchmark cost will be considered as the following:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Category based on Project Size</th> <th>MNRE Benchmark Cost (INR/kWp)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Upto 10 kWp</td> <td>70,000</td> </tr> <tr> <td>2</td> <td>&gt; 10 kWp – 100 kWp</td> <td>65,000</td> </tr> <tr> <td>3</td> <td>&gt; 100 kWp – 500 kWp</td> <td>60,000</td> </tr> </tbody> </table>	S. No.	Category based on Project Size	MNRE Benchmark Cost (INR/kWp)	1	Upto 10 kWp	70,000	2	> 10 kWp – 100 kWp	65,000	3	> 100 kWp – 500 kWp	60,000
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#### Participation of Channel Partners/ New Entrepreneurs (de-empanelled by MNRE) in the tender

*It was earlier clarified that “71 Channel Partners/ New Entrepreneurs de-empanelled by MNRE vide letter dated 30<sup>th</sup> May 2017 (Ref No.: 05/22/2013-14/RT) will not be allowed to participate in the bidding process. In case, bids are received from these agencies, they will not be considered for evaluation.”*

In the notification issued by the Ministry of New and Renewable Energy dated 29<sup>th</sup> June 2017 (F. No. 5/22/2013-14/RT) regarding “Application portal for empanelment of Channel Partners under the Grid Connected Rooftop and Small Solar Power Plants Programme”, it is mentioned that “The agencies that have been de-empanelled vide letter of even no. dated 30.05.2017 can participate any tender floated by State Nodal

Agencies/ any organization". Based on this notification issued by MNRE, 71 Channel Partners/ New Entrepreneurs de-empanelled by MNRE are allowed to participate in the tender floated by ISTSL dated 26<sup>th</sup> May 2017.

**Note:** The above clarification is applicable wherever they are mentioned in the RFS document and this shall form a part of RFS document. Rest of the terms and conditions of the RFS document shall remain unchanged. Kindly refer to ETS Portal of TCIL website (<https://www.tcil-india-electronictender.com/etshome/EtsHomePage.aspx>) for further details (Tender Search Code: ISTSL-2017-TN000001).

Chief Executive Officer  
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Annexure-O

Ref: ISTSL/2016-2017/.....

Date: .....

**LETTER OF ALLOCATION**  
**TO PROCEED WITH THE WORK**

To,  
(Name of the Bidder(s) with Address)

(Kind Attention:.....)

Dear Sir,

**Subject: Implementation of Grid Connected Rooftop Solar PV System in Fifty (50) offices of various organisations under Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) located in Different States/ Union Territory of India Under CAPEX Model**

**Ref:**

- a. Our Tender No. .... dated .....
- b. Your bid dated ..... and all subsequent correspondence.

This is to notify you that your Bid dated ..... to execute the work for **Implementation of Grid Connected Rooftop Solar PV System in Fifty (50) offices of various organisations under Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) located in Different States/ Union Territory of India Under CAPEX Model** (Including Complete Design, Engineering, Manufacture, Supply, Civil work, Erection, Testing, Grid connectivity under State net-metering Scheme Regulations, Commissioning and Operation & Maintenance for a period of 5 years after Commissioning) for the contract price of \_\_\_\_\_/- (**in words**) inclusive of all taxes, is hereby accepted by us as per the below details, is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of **INR** ..... (**Rupees in Words**) within 30 days of the receipt of this LoA. The Performance Security in the form of Bank guarantee or a Demand draft payable at **New Delhi** in favour of "**India SME Technology Services Limited**" shall be valid till the expiry of the period of operation and maintenance i.e. upto five (05) years from the date of commissioning of the project. Failure to furnish the Performance Security within 30 days of the receipt of this LoA will result in cancellation of this offer. You are also requested to deposit **Service Charges** along with service tax in the form of Demand Draft (as per RFS Clause 2.2 of Part-IV) payable at New Delhi in favour of "**India SME Technology Services Limited**" without which the PBG shall not be accepted.

You are also requested to sign the EPC Agreement and proceed with the work, under the instructions of **ISTSL/ Respective Organizations under Ministry of MSME** or as nominated, not later than ..... days from acceptance of this LoA and ensure the completion of work within ..... months from the date of signing of EPC Agreement.

Yours faithfully, (Chief Executive Officer)



Format-4

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

{To be submitted for the Allocated capacity in different States of India separately}

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer) submitting the response to RfS inter alia for selection of the Project of the capacity of \_\_\_\_ kWp, at .....[Insert name of the State] under CAPEX Model in response to the RfS no..... dated..... issued by India SME Technology Services Limited (hereinafter referred to as ISTSL) and ISTSL considering such response to the RfS of .....[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of allocation No ----- to (Insert Name of selected Solar Power Developer) as per terms of RfS and the same having been accepted by the selected SPD or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to **ISTSL having its registered office at E-1, First Floor, Baluja House, Jhandewalan Extension, New Delhi - 110055** forthwith on demand in writing from **ISTSL** or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of M/s .....[Insert name of the selected Solar Power Developer / Project Company].

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_

Our Guarantee shall remain in force until..... **ISTSL** shall be entitled to invoke this

Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that **ISTSL** shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by **ISTSL**, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to **ISTSL**.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected bidder]. The Guarantor Bank shall not require **ISTSL** to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against **ISTSL** in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the **courts at Delhi** shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly **ISTSL** shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company, to make any claim against or any demand on the Successful bidder or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by **ISTSL** or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if **ISTSL** serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of 20 \_\_\_\_\_

Witness:

1. ....

Signature

Name and Address

1. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee (PBG) shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-B.