



**KERALA STATE ELECTRONICS DEVELOPMENT
CORPORATION LIMITED**

REQUEST FOR PROPOSAL

For

Selection of a Consultancy Firm

For Conducting Feasibility Study & Preparation of DPR

For Setting up a Manufacturing Facility for Solar PV Modules

&

Implementation of the Project as per the DPR

In the State of Kerala

For

KELTRON

RFP No: KSEDC/KEC/PEG/PVMM/2016-17/001 Dated 25-03-2017

POWER ELECTRONICS GROUP

KELTRON EQUIPMENT COMPLEX,

KARAKULAM, TRIVANDRUM, KERALA

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REQUEST FOR PROPOSAL (RFP)

Kerala State Electronics Development Corporation Limited (KELTRON) invites proposal (RFP) from eligible bidders for conducting Feasibility Study for setting up a Solar PV Module Manufacturing Facility at KELTRON Controls, Aroor, Alappuzha District, Kerala, preparing Detailed Project Reports (DPRs) as per the scope of work given in this document and setting up of the Manufacturing Facility as per DPR.

RFP document shall be available in Company's website www.keltron.org from **25/03/2017**. Response to RFP must be received by KELTRON up to **14:00 Hours on 10/04/2017** and Technical BID shall be opened on the next working day at **15:00 Hours**. Subsequently Qualified Bidders / Applicants shall be required to make a presentation to KELTRON on their understanding about the assignment & other aspects as described under RFP. Specific details about date and timing shall be communicated on the day of opening of Technical BID.

The bidder / Applicant shall submit Bid processing fee of Rs.6,500/- (inclusive of service tax) and BID Security of Rs. 10,000/- (Rupees Ten Thousand only), in the form of Demand draft in favour of KELTRON along with their response. The firm which is getting selected will have to sign an Agreement and submit security deposit of 10% of LOI value on receipt of the LOI.

Any Proposal found not containing Processing Fee, BID Security & Price BID will be considered as non-responsive BID and will not be evaluated further. Bidder shall submit the signed (by authorized signatory) & stamped copy of the RFP document (on each page) along with their response.

For any clarification bidders / applicants may contact Mr. Suresh T S (Deputy General Manager, 0472-2889688) or send their query to

Deputy General Manager (PEG-Solar)
KELTRON EQUIPMENT COMPLEX
Karakulam, Trivandrum – 695564
kecsolar2017@gmail.com or sureshthandayan@gmail.com

DISCLAIMER

This RFP document is not transferable.The information contained in this Request for Proposal document (RFP) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of KELTRON or any of its employees, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by KELTRON in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and make their own assessment of the proposed invitation.

Discrepancy, if any, in the RFP document shall be communicated by the Bidder to the Authorised person immediately and if no intimation is received within three days from the date of issue of this document, it shall be considered that the RFP document is complete in all respects.

KELTRON accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP. KELTRON may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that KELTRON is bound to select pre-qualified Applications for Bid Stage or to appoint the selected Bidder for the implementation and KELTRON reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

This RFP is not intended to provide the basis of any investment decision and each prospective Bidder must make its own independent assessment in respect of the Project. No person has been authorized by KELTRON to give any information or to make any representation not contained in this RFP.

Nothing in the RFP should be relied on, as a promise or representation as to the future.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KELTRON or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and KELTRON shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of KELTRON or to any other person in a position to influence the decision of KELTRON for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as KELTRON may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Authorized Person for Correspondence:

Name : Mr. SURESH T. S.
Designation : Deputy General Manager
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KELTRON EQUIPMENT COMPLEX,
Karakulam, Trivandrum – 695564
Tel : + 91-472-2889688;
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SECTION 1

INTRODUCTION & BACKGROUND

1.0 INTRODUCTION & BACKGROUND

The KELTRON group companies comprise of the holding company, Kerala State Electronics Development Corporation Limited (KSEDC Ltd.), two subsidiary companies and seven Marketing Offices, located at Ahmedabad, Bengaluru, Kolkata, Chennai, Delhi, Hyderabad and Mumbai. KELTRON is the first State Electronics Development Corporation in India and is fully owned by the Government of Kerala. KELTRON is incorporated on 29th September 1972 under Companies Act, 1956 with its registered office at Keltron House, Vellayambalam, Trivandrum. KELTRON is a Total Solution Provider of the Government of Kerala.

Today, KELTRON products remain as icons of technology brought to benefit the people. As diverse as its products and their uses are, they are unified by its pivotal strength as a solutions provider. It is this philosophy that has made KELTRON a vital contributor to the changing needs of the world and the community to which it belongs to, during the last 44 years.

Continuing in its quest to bring the benefits of frontier technology to its customers, KELTRON has forged strategic alliances with world leaders in the trade. Its focus today is in adapting technology to fulfill the needs of its customers with a mission to emerge as a provider of better solutions for the future. KELTRON's major areas of operation are Electronic Components, Security and Surveillance Systems, Strategic Electronics, Intelligent Transportation systems, Automatic Traffic Regulating System, Power Electronics, Information Technology Solutions, Process Automation Systems, Project Consulting etc.

KELTRON's strategic vision is to become a world-class, growth-oriented electronics corporation specialized in providing quality, market-focused products, services and cost-effective system solutions to a large clientele.

KELTRON has been implementing various Solar projects in the state from 2011-12 onwards. KELTRON is a MNRE approved Program Administrator for grid tied solar projects and Channel Partner for the off-grid solar projects. KELTRON, as a system integrator, has completed 9 MWp solar projects of various capacities from 3 kWp to 3MWp. KELTRON desires to enter into the Solar component manufacturing sector as a part of the solar project expansion plan. KELTRON is already manufacturing inverters for off-grid projects which are MNRE approved. Solar PV Modules are the major component of any Solar PV system and KELTRON desires to start manufacturing of Solar PV Modules as the next step. The company has plans to start grid tied Solar inverter manufacturing and Balance of System production at subsequent phases, including module mounting structures.

Global energy scenario is witnessing key changes in terms of shift of focus towards green energy and sustainable growth and green energy will become a substantial part of the total energy in coming years. Objective of this RFP is to capture a part of the business segment with latest manufacturing technology and to make the renewable power segment vibrant with efficient, reliable, secure and resilient technologies/ products, while minimizing costly investments in new centralized generation capacity. One of the key benefits of renewable energy generation is an increased level of visibility and control of a complex power system and it facilitates distributed energy generation. KELTRON intends to increase the market share of renewable energy generation with the proposed PV Module manufacturing and through setting up of PV power plants.

To implement Solar PV Module Manufacturing, KELTRON invites eligible consultants / firms to submit their Proposal for conducting Feasibility Study, preparation of Detailed Project Report & Implementation of the Solar PV Module Manufacturing Setup as per the DPR. Details of scope of works and other terms & conditions are elaborated in the RFP document.

1.1 PROJECT TIME FRAME

Consultant shall submit a Preliminary Report (PR) with brief details within 21 calendar days of issue of Letter of Award. KELTRON shall try to give their inputs/observations if any on the PR within 5 working days & in next 5 working days the consultant shall incorporate the same and submit the final Feasibility Study Report. Based on further discussions / deliberations and decisions taken regarding plant capacity and investment the DPR has to be prepared. A Draft DPR has to be submitted within **10** working days from the date of communicating the final decisions based on Feasibility Study. After incorporating KELTRON's comments, the Consultant shall complete the final DPR, Engineering design/drawings along with Power Point Presentation (based on the DPR) and submit to KELTRON within 10 working days from the date of communication on the draft DPR. Consultant shall also be required to give presentation to Concerned State Government Officials on details of the DPR. Soft copies of the presentation shall be submitted to KELTRON along with DPR.

Project implementation would commence after approval of the DPR and confirmation by KELTRON. Implementation has to be completed within **6** months from the date of confirmation.

KELTRON reserves the right to cancel the award of any of the applicants at any time during the award period if they are found not to be complying with any of the clauses mentioned in this RFP document or if the deliverables are found to be not as per the scope of work defined by KELTRON. KELTRON shall not be obliged to give any explanations for the cancellation of the award.

KELTRON reserves the right to engage other eligible bidder(s), if felt necessary.

SECTION 2

SCOPE OF WORK

2.1 OBJECTIVES

- Conducting a Feasibility Study for the manufacture of Mono / Poly crystalline Solar PV Modules
- Selection of suitable Manufacturing Process / Technology
- Preparation of Detailed Project Report (DPR) for the Manufacture of Mono / Poly crystalline Solar PV Modules
- Setting up of a Manufacturing facility for Mono / Poly crystalline Solar PV Modules

2.2 TASKS TO BE PERFORMED

The scope of work include conducting feasibility study, preparation of detailed project report to set up a Solar Module manufacturing facility at the existing building of KELTRON Controls, Aroor in Alappuzha District. (The existing infrastructural facilities at KELTRON Controls shall be used to the maximum extent possible). The scope also includes preparation of Bill of Quantity, Specifications, and estimates for enabling KELTRON to carry out bidding for finalization contracts for various major components of solar PV manufacturing facility viz. Civil, Electrical, Mechanical, Machineries, etc. The scope includes the following:

2.2.1 Conducting Feasibility Study

Conduct Feasibility study for poly / mono crystalline PV Modules Manufacturing for an aggregate capacity of 10 to 15MWp annually. Based on the feasibility study, consultant shall suggest whether proposed installation capacity of 10-15 MWp is feasible or suggest an alternate proposal which will be feasible. The Strength, Weakness, Opportunity and Threat (SWOT) analysis will be a part of the report submitted. The following shall be a part of the feasibility study:

2.2.1.1 Market Study and Assessment

- Current Indian Market Scenario
- Present Market Demand and Supply
- Estimated Future Market Demand and Forecast
- Statistics of Import & Export
- Details of Existing Players
- Market Segments and Marketing Strategies
- Market Opportunity
- Impact of Government Policies (Central and State)

2.2.1.2 Cost Estimation & Financials details

The report shall contain all aspects of the project and a detailed breakup of cost estimate of each component of the project. Financial viability of projects including details of following heads shall be furnished.

- Trends in Panel Price
- Raw Material cost and Trends
- Human Resource requirement, deployment methods and Costs
- Turnover Projections
- Profitability analysis
- Projected Balance Sheet and Cash flow statement
- Financial Indicators – NPV, ROI, IRR, DSCR, Sensitivity Analysis etc.

2.2.2 Preparation of detailed project report (DPR)

Preparation of DPR for setting up a semi-automatic manufacturing facility for Mono / Poly crystalline PV Modules having an aggregate capacity 10-15 MWp annually, expandable in a phased manner upto 50 MWp annually, after evaluating the various processes / technologies applicable.

2.2.2.1 Method of Implementation of the Project:

Consultant shall recommend different methods for implementation of project (Turnkey basis or BOQ basis). An elaborate sequencing of milestones during execution of project shall form part of the report. Consultant should also identify & report potential hazards and risks to be foreseen and its mitigation measures.

2.2.2.2 Resource assessment & existing infrastructure

The proposed plant will be located at Aroor, Alappuzha district. An existing building with net area of 11000 sq. ft. is available. The existing building needs to be utilized to the maximum extent possible. Building details will be provided after award of the contract. Modifications required for the existing facilities and plant set up are to be considered. Sufficiency / strengthening of marketing and all other infrastructural facilities available at the proposed location may also be analysed and indicated. The bidder has to have a detailed awareness of the existing infrastructure and if required site study need to conduct before preparing the DPR.

2.2.2.3 Manpower Requirements

Requirement of Staff & Labor (Skilled and Unskilled) Managerial, Technical, Office Staff and Marketing Personnel will be part of the report. Whether requirement can be met by redeployment alone or whether additional recruitment of personnel with any specific skills required is to be brought out.

2.2.2.4 Raw Material

The report will provide details of the various raw materials, components, accessories or consumables required for the production process, including but not limited to the following:

- Details of Raw Materials
- Properties of Raw Materials
- Prescribed Quality of Raw Materials
- Sources of Raw Materials (Suppliers and Manufacturers)

2.2.2.5 Plant and Machinery

The submitted report will contain all Technical details, including machinery, makes, specifications, expected life period, cost, delivery time etc. for the recommended manufacturing process / technology.

- Details of Plant & Machinery

- Appliances & Equipments
- Test & Stimulation Equipments & Accessories
- Electrification
- Electric Load & Water
- Miscellaneous Items
- Cost aspects of the above
- Maintenance Cost
- Sources (Suppliers and Manufacturers)

2.2.2.6 Manufacturing Process and Formulations

The report will have the complete details of the proposed manufacturing process including but not limited to the following:

- Detailed Process of Manufacture with Formulation
- Testing
- Packaging Required
- Process Flow Sheet Diagram

2.2.2.7 Infrastructure and Utilities

The DPR will analyse the modifications to be made to the existing building so as to make it suitable for the manufacturing process and will provide details including but not limited to the following

- Built up area
- Modifications / additional constructions
- Construction Schedule
- Plant Layout
- Requirement of Utilities and their availability at the location

2.2.2.8 Lead time for implementation

Approximate lead time with respect to completion of necessary civil work, ordering & delivery of the equipments and installation and commissioning of the plant has to be worked out by the consultant.

2.2.2.9 Certifications

The report shall contain the certifications required for marketing the product and the cost implications towards the certification process and lead time to take these certifications.

2.2.2.10 Review of Environmental Issues

- Review the existing environmental laws and regulations and report environmental issues that may arise as a result of the implementation of the project.
- Climatic / environmental factors which can affect progress, life, performance of plants.

The environmental impact assessment shall include:

- Impact on land, air, noise, water.
- Impact on surrounding land use
- Waste generation, transfer, re-cycling, treatment and disposal technologies to be employed
- Pollution abatement options to be employed
- Potential hazards and risks to be foreseen and its mitigation measures

2.2.2.11 Social & Local issues

Here consultant shall provide the detail of local / social issues which may hinder the progress of project while execution / operation along with possible way-outs in order to avoid any conflict if it may occur.

2.2.2.12 Legal and Statutory Aspects

Review legal and statutory aspects for the proper implementation of the project. An exhaustive list of clearances, NOCs required to be taken along with process to obtain them in order to execute & operate the solar plants shall be furnished. This will include time frame for such clearances and cost involved for these clearances.

2.2.2.13 Learning from Previous Projects

Available data / experience from similar projects should be considered while preparing the project reports and implementing the project.

2.2.2.14 Central Government funding

The report will indicate any financial aids for implementing the proposed projects.

2.2.2.15 Inputs for preparation of tender document for Implementation

The submitted document should contain all necessary documents for the tendering of implementation of the project. Final Detailed Project Report must contain all the topics enumerated in Table of Content failing which report shall be considered incomplete and unacceptable. However consultant should include any other essential information with respect to implementation of solar plant which may not be mentioned in RFP but defined under scope of work or seems to be necessary for setting up of Solar PV Module manufacturing.

Consultant shall submit hard copy (2 copies) and soft copy (3 editable copies) of all the reports, drawings and assessments to KELTRON. At any time during development of PV Plant, KELTRON may request the consultant for incorporating any change in the Report and Consultant shall acknowledge and address the changes requested by KELTRON in such manner. Consultant shall also be required to give presentation, on request to Designated State Government Agencies on the proposed solar manufacturing plant based on the Detailed Project Report.

2.2.3 Setting up of the Manufacturing facility as per DPR

Consultant shall do the necessary consultancy service for implementation of the accepted manufacturing methodology (Turnkey basis or BOQ basis), prepare necessary documents / specifications for the procurement of machineries, liaison with various suppliers, arrange scheduled delivery of items, arrange setting up of production line, install machineries, commission various machineries including the production line, start trial run, fine tune machineries and handover the plant for regular production. This will include:

- Convert the existing floor area as per the layout for PV Module manufacturing
- Procurement of plant and machinery
- Setting up manufacturing facility
- Procurement of raw material for sample production
- Trial run of the plant
- Fine tuning the plant for optimum level
- Handing over the plant for regular production

SECTION 3

INVITATION OF PROPOSAL

3.0 Invitation for Proposal

Interested consulting firms / organizations, companies are invited to submit detailed proposals indicating, inter alia, their background; experience in renewable energy, conducting feasibility study, DPR preparation; specifically solar PV energy, including description of similar assignments completed successfully, availability of appropriate professional skills, etc.

The interested parties are required to prepare and submit the proposed plan, which among other things, must include

- (i) proposed methodology to complete the work in a time bound manner
- (ii) inputs required to undertake the job
- (iii) Minimum number of trained staff which will be full time engaged for this job,
- (iv) number of supervisory and other technical staff which will be engaged in doing this job
- (v) Details of the core technical staff of the agency/organization, which is submitting the offer.

Interested applicants are advised to study the Proposal Document carefully. Submission of proposal shall be deemed to have been done after careful study and examination of the Proposal Document with full understanding of its implications.

SECTION 4

ELIGIBILITY CRITERIA

4.0 Eligibility Criteria

The Bidder submitting proposal for this project must fulfill the following criteria:

4.1 Essential

- i. The firm can be a single bidding company, or a consortium of companies but not more than two (2). However, the firm / members of the bidding consortium should each be a Company registered under the Companies Act, 1956/ Companies Act, 2013.
- ii. The bidder can also partner with individual Technical Consultant. In cases of such consortium/ partnering, a letter of undertaking for association should be submitted by the bidder, along with the brief profile of the firm and the CV of the concerned individuals.
- iii. The Firm (the Lead Firm, in case of a Consortium) must have the following experience:
 - a. Average turnover from Consultancy Services of not less than **Rs.50 Lakhs** per annum in three preceding financial years. The documentary evidence shall need to be provided;
 - b. Experience in renewable energy sector, as a firm, for at least **two(2) years**.
 - c. Expertise and experience in assisting for solar panel manufacturing in Indian states.
- iv. International consulting companies registered overseas and having operational offices in India and authorised to carry out consultancy & advisory services for power projects & Engineering Infrastructure Projects in India will also be eligible.
- v. The organization should have a qualified team of technical professionals having Master's degree in Science / Bachelor's Degree in Engineering / Technology from a recognized University or equivalent. The professional should have minimum 5 years' experience in Development / Design / Implementation in Industry / Govt. Institutions working in the area of renewable energy / power sector / infrastructure sector.
- vi. It should have developed feasibility report and detailed project report for few solar Projects, including setting up of at least one solar panel manufacturing plant currently working.
- vii. The Bidder shall deploy commercially established technology wherein there is at least one project, successfully operational based on the proposed technology for at least

- one year, anywhere in the world. The bidder is required to furnish evidence of meeting the above eligibility criteria.
- viii. The bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India.
 - ix. The Qualified Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the project.
 - x. Bidder should have, during the last three (3) years, neither failed to perform on any agreement (as evidenced by imposition of a penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the Bidder) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Bidder.
 - xi. Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

4.2 Desirable

- (i) The experience of international work in Solar Energy Sector would be preferred.
- (ii) The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

SECTION 5

INFORMATION AND INSTRUCTION TO BIDDERS

5.1 Obtaining RFP document

Prospective Bidders interested to participate in the bidding process can download the RFP document from the Company website www.keltron.org.

5.2 Number of Response to RFP by a Company

The Company, including its Parent, Affiliate or Ultimate Parent-or any Group Company may submit Bids subject to following conditions:

A Bidder shall submit Bid either as Bidding Company or as a Member of a Bidding Consortium of Companies but not both.

Bidders in Conflict of Interest with one another shall be liable for disqualification/rejection under the sole discretion of the Authorized Representative. Bidders shall provide relevant disclosure to this effect.

5.3 Bid Processing Fee & Bid security

The bidders are required to submit two separate payment instruments in the form of Demand Draft drawn on a Nationalized/ Scheduled bank in favor of “KELTRON” payable at TRIVANDRUM as per following:

- a. Rs.6,500/- as Bid Processing Fee
- b. Rs.10,000/ - as Bid Security

The Bid Processing Fee shall be non-refundable. The Bids which are not accompanied with the bid processing fee or bid security as mentioned above will be out rightly rejected as Nonresponsive.

5.4 Language

The Application and all documents forming part of the Application shall necessarily be in English language. In case certain documents are in any other language, the Applicant shall submit duly certified and authenticated English translations of the same. Supporting

materials, which are not in English and for which the certified and authenticated translations have not been submitted shall not be considered for the purpose of evaluation.

5.5 Proposal due Date and Other Timelines

The Bidders should submit their Bids and the original demand drafts towards bid processing fee and Bid Security in a sealed envelope **on or before 14:00 Hours on 10/04/2017** to the Authorised Representative of Keltron in the Address for correspondence given earlier in the RFP document. KELTRON may, in exceptional circumstances and at its sole discretion, extend the date of bid submission by issuing an Addendum.

5.6 Late BIDs

Any Proposal received by KELTRON after the Due Date mentioned will not be accepted.

5.7 Bidders' Responsibilities

The Bidder is expected to examine carefully the contents of all the RFP documents. Failure to comply with the requirements of RFP will be at the Bidders' own risk. It would be deemed that prior to the submission of the Proposal, the Bidder has:

- Made a complete and careful examination of requirements and other information set forth in this RFP;
- Received all such relevant information as it has requested from KELTRON; and
- Made a complete and careful examination of the various aspects of the Project

KELTRON shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

5.8 Bid Preparation cost

The Bidder shall be responsible for all the costs associated with the preparation of the Response to RFP and participation in discussions etc. KELTRON shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bidding process.

5.9 Enquiries/Clarifications by bidders:

Enquiries/clarifications may be sought by the Bidder in writing and from the Authorised Representative only.

5.10 Amendment of RFP

KELTRON may modify the RFP by issuing an Addendum/Corrigendum before bid submission date. Any Addendum thus issued shall be part of the RFP and shall be hosted on the KELTRON's website www.keltron.org. All are requested to remain updated with the website. No separate intimation will be given elsewhere.

To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, KELTRON may, at its sole discretion, extend the bid submission date.

5.11 BID validity

The Bidder shall submit the Response to RFP which shall remain valid up to One Hundred Eighty (180) days from the last date of submission of Response to RFP ("Bid Validity"). KELTRON reserves the right to reject any Bid which does not meet the aforementioned validity requirement.

5.12 Extension of Bid Validity period

In exceptional circumstances, prior to expiry of the original Bid Validity Period, KELTRON may request the Bidders to extend the period of validity of the Bid for a specified additional period. The request and the Bidders' responses shall be made in writing. In case the Bidder is not agreeable for extending the Bid Validity Period as desired by KELTRON, then the Bid of the Bidder will not be further considered for evaluation and the Bid Security submitted by the Bidder shall be returned only after completion of the bidding process.

5.13 Adherence to the Prescribed Format

Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

5.14 Preparation and Submission of Application

The Applicant shall provide all the information sought under this document. KELTRON will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable for rejection.

The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this document) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Application, along with documents required to be submitted, marked “COPY”.

The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in **blue ink**. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together.

5.15 Method of Submission

The Bidder may submit hard copies of the Response envelope **on or before 14:00 Hours on 10/04/2017** to the Authorised Representative of Keltron in the Address given earlier in the RFP document.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

5.16 Submission of Response to RFP by the bidder

The Response to the RFP shall be submitted by the Bidders in two parts (I) Technical Bid and (2) Financial Bid in the prescribed formats (Annexure – I and II). The Technical and Financial Bids should be submitted in two separate sealed envelopes superscripting the “**Technical Bid**” and “**Financial Bid**”. These two separate envelopes would be placed in a single sealed envelope which should be marked “**Proposal for Engagement of a**

Consultancy Firm for conducting Feasibility Study, DPR preparation and Setting up manufacturing facility for PV Modules”.

5.16.1 Part I – Technical Bid

The Part I shall contain the following:

- i. Demand Draft for Rs. 6,500/- towards bid processing fee in separate small envelope superscripting “BID PROCESSING FEE” ;
- ii. Demand Draft for Rs. 10,000/-towards Bid Security in separate small envelope superscripting “BID SECURITY”.
- iii. Covering Letter as per **Annexure-III**
- iv. Power of Attorney to be provided by the Bidding Company/Lead Member in favour of its representative as per **Annexure-IV**
- v. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided as per format attached hereto as **Annexure-V**
- vi. In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions (**Annexure-VI**) in place of Power of Attorney for the purpose of fulfilling the requirements under this Clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
- vii. In case of a Consortium, the Consortium Agreement (**Annexure-VII**) between the Members in the Consortium along with POA (**Annexure-VIII**) from each Member of the Consortium in favour of its representative.
- viii. Joint Bidding Agreement in case of Technical Partner (**Annexure IX**)
- ix. Bidder shall provide the details of the technology proposed including the evidence regarding its successful operation in any of the projects for at least one year
- x. Details of the Proposed Technology
- xi. RFP documents duly signed by authorized signatory (on each page) and stamped as acceptance.
- xii. Audited Annual Accounts of each of the last three Financial Years, i.e. FY 2013-14, FY 2014-15 & FY 2015-16, of Bidding Company/ Each Member of the Bidding Consortium/Affiliate/Parent/Ultimate Parent Company whose credentials are used for the fulfillment of Financial Requirement
- xiii. Full particulars of the organization on their financial strengths, constitution/ ownership, manpower, infrastructure, offices, registration and area of core competence.

- xiv. Details of major assignments undertaken of a similar nature.
- xv. Qualification and experience of key personals & Team Leader.
- xvi. Minimum number of trained staff which will be full time engaged for this study at the field level.
- xvii. A detailed approach for undertaking the task should consist of proposed methodology, schedule, milestones; and Plan indicating how to carry out the task.

5.16.2 Part II – Financial bid

The Price Quotes shall be submitted in the specified format in a separate sealed envelope. The Bidders are required to submit their Financial Quotes, taking into account all costs, statutory taxes, levies, duties, etc. and no escalations or reimbursements or exclusions shall be allowed in this regard.

Separate quotes shall be given for conducting feasibility study, Preparation of DPR and for the implementation of the project.

5.17 Opening of Bids

The Technical Bid shall be opened on **12.04.2017 at 15.00 Hours** at the venue where the Bids are submitted, in the presence of one representative from each of such Bidders who wish to be present. In the event of any of above dates falling on a day which is not a working day or which is a public holiday, the Bid shall be opened on the next working day at the same venue and time.

Part II (Financial Proposals) received by KELTRON will remain unopened until the Technical Proposal has been evaluated for their responsiveness to RFP.

Part I of Proposal shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal Opening shall register to evidence their presence.

The following information will be announced at the Proposal Opening and recorded:

- Bidder's names
- Names of Consortium Members

KELTRON shall prepare minutes of the Bid opening, including the information disclosed to those present. KELTRON would subsequently examine responsiveness of Proposals in accordance with the criteria set out.

The Financial Bids of the Qualified Bidders shall be opened after evaluation. The Bidders meeting the Qualification criteria shall be informed of the date of opening of Price part of the RFP.

5.18 Determination of Responsiveness

Prior to the detailed evaluation, KELTRON will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditions or reservations; that effects in any substantial way the scope, quality or performance of the contract or that limits in any substantial way inconsistent with the bidding document KELTRON's right or the successful bidders obligation under the contract or whose rectification would unfairly affect the competitive position of other substantially responsive BIDs.

5.19 Clarifications from bidders

To facilitate evaluation of Proposals, KELTRON may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, KELTRON reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal.

Such clarification(s) shall be provided within the time specified by KELTRON for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing/email. **Applicant must provide active email ID of authorized signatory for any such correspondence.**

If an Applicant does not provide clarifications sought within the prescribed time, his Application shall be liable to be rejected. In case the Application is not rejected KELTRON may proceed to evaluate the Application by construing the particulars

requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of KELTRON.

5.20 Right to accept/ reject any Application

Notwithstanding anything contained in this document, KELTRON reserves the right to accept or reject any Application and reject all Applications, at any time, without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reason for such action. In the event that all Applications are rejected, Authority may, at its discretion, invite all eligible Applicants to submit fresh Applications.

KELTRON reserves the right to reject any Application if

- a. At any time a material misrepresentation is made or uncovered, or;
- b. The Applicant does not submit the supplementary information required by Authority within the time specified.

5.21 Technical Parameters

The Selected Bidder shall be required to adhere to the technical parameters specified in the accepted DPR for the project implementation.

5.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. KELTRON will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. KELTRON will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

5.23 Discrepancies in BID

In case of discrepancies in bids, the following will be adopted to correct the discrepancies for the purpose of evaluation.

- In case of discrepancy between the original & copies of bid, the original bid will be considered as correct.
- In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct.

SECTION 6

GENERAL TERMS OF THE RFP

6.1 Interpretation

Unless expressly stated otherwise, in the interpretation of this RFP

- a) Clause headings do not affect the interpretation of this RFP
- b) Explanatory notes are for clarification only and do not affect the interpretation of this RFP
- c) The singular includes the plural and vice versa where the context requires
- d) Words importing a gender include every gender
- e) 'Person' includes natural persons and the company, their successors and permitted assigns

6.2 Force Majeure

If an extraordinary situation should arise which is outside the control of the parties which makes performance of the duties under this RFP impossible, and which under Indian law must be classified as force majeure, the other party shall be notified of this as soon as possible. The obligations of the affected party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other party shall be suspended for the same period.

In force majeure situations, the other party may only terminate the Agreement for breach with the consent of the affected party, or if the situation prevails or is expected to prevail for more than thirty (30) calendar days as of the date on which the situation arose, and in such case only with fifteen (15) calendar days' notice.

The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.

6.3 Contract

KELTRON shall send to the successful Bidder the Letter of Award. The contract shall come into effect from the date of issue of Letter of Award (LOA). The contract price shall be as specified in LOA.

6.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by KELTRON or the Bidder may be taken or executed by the officials authorized for the purpose.

6.5 Arbitration and Settlement of Disputes

If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to and settled by sole arbitration of the Managing Director, KSEDC Ltd., Trivandrum or his nominee whose decision shall be final and binding for both the parties. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Trivandrum, India.

6.6 Notices

Any notice, request, clarification or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post.

6.7 Tax Deduction at Source

Tax deduction at source (TDS) shall be governed as per prevailing rules of Government of India.

6.8 Jurisdiction

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Trivandrum and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

6.9 What is deemed to constitute breach of terms of RFP

It will be breach of terms of RFP on the part of the Consultant if the deliverables do not conform to the scope of works &/or time limits unless otherwise agreed by KELTRON. Nevertheless, there is no breach of terms of RFP, if the situation is caused by circumstances related force majeure clause.

If such breach is brought to the notice by KELTRON, the Consultant shall commence and complete the effort of curing the breach of terms of RFP without undue delay, by way of repair, redelivery or supplementary delivery, at no additional cost to KELTRON.

6.10 Remedies for breach of terms of RFP

Suspension of performance: In the event of breach of terms of RFP, KELTRON may withhold payment, although the amount withheld shall not be obviously higher than what is necessary to secure KELTRON's claim resulting from the breach of contract.

Termination for breach: If there is a material breach of terms of RFP, KELTRON may, after having given the Consultant a written notice and granting it a reasonable time limit for remedying the situation (i.e. not more than 30 days), terminate the Award for breach with immediate effect.

KELTRON may terminate all or part of the Agreement for breach with immediate effect if the deliverables are materially delayed. There is a material delay if delivery has not taken place by the time liquidated damages reach their maximum limit, or by the expiry of an extended time limit, if this expires later.

If the breach of contract is of such a nature that the KELTRON gets little or no benefit from the services rendered, KELTRON may, in connection with termination for breach, demand the repayment of consideration received by the Consultant so far.

6.11 Liquidated Damage

Liquidated damages in the case of delay: If the agreed delivery date or other time limit in respect of which the parties have stipulated liquidated damages in RFP, is not complied with, and this is not caused by force majeure or circumstances related to KELTRON, such delay on the part of the Consultant shall trigger liquidated damages (LD), the LD shall accumulate automatically. The liquidated damages amount to 2 percent of the total cost of deliverables (the contract price), excluding Taxes, for each week of delay, albeit limited to a maximum of 10 % (ten percent) & 5 weeks.

If only parts of the agreed deliverables are delayed, the Consultant may request a reduction in the liquidated damages proportional to the ability of KELTRON to utilise the part of the deliverables that has been delivered.

Damages: KELTRON may claim damages in respect of any direct loss that can be reasonably attributed to delays, defects or other breaches of contract on the part of the Consultant, unless the Consultant demonstrates that the Consultant did not cause the breach of contract. Liquidated damages shall be deducted from any other damages in respect of the same delay.

Limitation of damages: No damages may be claimed in respect of indirect loss. Loss of data is classified as indirect loss; unless such loss is caused by data handling that is the responsibility of the Consultant under the Agreement.

Overall damages over the term of the RFP are limited to an amount corresponding to the price of deliverable, or an agreed estimate for the Assignment.

The said limitations shall not apply in the case of gross negligence or willful misconduct on the part of the Consultant or anyone for whom it is responsible.

6.12 Extension of the time limit

Request for extension of time should be accompanied with suitable reasons, justifications and documentary evidence as required for approval of KELTRON. Approval of extension of time may be subject to imposition of LD, if so decided by KELTRON.

SECTION 7

TERMS OF PAYMENT

7.0 Payment terms & schedule

All the payment for the selected consultant shall be done after certification by KELTRON with respect to specific mile stone achieved by the consultant. Consultant should raise a tax invoice along with other supporting document in an acceptable form. After verification of claim & compliance documents to the satisfaction of KELTRON, KELTRON will endeavor to release the payment within 30 working days after deducting TDS or any other deductions as the case may be.

Payment Schedule

Sl. No.	Milestone Achieved	Percentage payment for FSR	Percentage payment DPR Preparation
1	Submission & acceptance of Feasibility Study Report (FSR) & making presentation to KELTRON on the FSR	80 %	
2	Submission of complete draft report of DPR	20%	40%
3	Submission & acceptance of final DPR after addressing KELTRON's observations (2 hard copies + 3 editable soft copies in Compact Disk)		60 %

Sl. No.	Milestone Achieved	Percentage payment for Implementation
1	Submission & acceptance Documents for Implementation	10 %
2	Arrival of Machinery	20%
3	Commencement of trial production	30%
4	Handing over for Commencement of Commercial Production	30 %
5	After establishing the production capacity	10 %

SECTION 8

EVALUATION OF TECHNICAL BIDS

8.0 Evaluation of Technical bids

The consultancy firm's Technical Proposal (TP) will be evaluated by an Evaluation Committee (EC). While evaluating the proposals, the EC will allot weightage for the technical evaluation as under:-

Parameter	Points
(i) Specific experience of the Consultants relevant to the assignment	
1: Experience with solar energy	10
2: Relevant experience of working for solar projects /consultancy service for solar panel manufacturing set up	10
3: Experience of working with Government agencies and international experience with bilateral and multilateral agencies	10
4: Experience of organizing workshops/conference / presentations	10
Total for Criteria 1	[40]
(ii) The proposed methodology	
1: Approach and Methodology	30
2: Organization and staffing	10
Total for Criteria 2	[40]
(iii) Key professional staff	
1: Team Leader	10
2: Other team members (Technical, Policy, Regulatory, Financial, consultancy)	10
Total for Criteria 3	[20]
TOTAL FOR (i); (ii) & (iii) ABOVE	100

The Organization which secures the minimum 70% (seventy percent) marks will be eligible for short listing.

The EC will adopt a suitable method for evaluating technical and financial bids. The technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. Proposal with the lowest cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

APPENDIX-A		
RFP FOR PV MODULE MANUFACTURING BIDDER DETAILS		
1	NAME OF THE COMPANY/FIRM	
2	REGISTERED OFFICE ADDRESS PHONE/ FAX NUMBERS, E-MAIL ID WEB ADDRESS: (Attach copy of Company Profile)	
3	DATE OF INCORPORATION & CORPORATE IDENTITY NUMBER (CIN) (Attach Certificates)	
4	PAN NUMBER OF THE COMPANY /FIRM: (Attach copy of PAN Card)	
5	AUTHORIZED CAPITAL:	
6	PAID-UP CAPITAL /PARTNER'S/OWNER'S CAPITAL	
7	NAME OF MANAGING DIRECTOR / CEO WITH DIN:	
8	NAMES OF DIRECTORS WITH DIN: (Attach Separate Sheet, if required)	
9	ADDRESSES OF CONTACT PERSON(S) PHONE NUMBER AND E-MAIL ID:	
12	CST/ VAT / SERVICE TAX REGISTRATION NO & DATE. (Enclose copy of relevant Certificates.)	

16	MAN POWER STRENGTH:	
	A) TECHNICAL:	
	KEY TECHNICAL PERSONNEL QUALIFICATION AND EXPERIENCE IN RELEVANT FIELD	
	B) NON TECHNICAL:	
17	LIST OF DPR'S COMPLETED WITH DETAILS (Attach separate sheet if required)	
18	IF ISO CERTIFIED OR HAVING ANY OTHER CERTIFICATION, MENTION THE STANDARDS (Attach separate sheet if required and Enclose copy of relevant Certificates.)	
19	BANKERS NAME & ADDRESS	
20	TURNOVER FOR THE LAST THREE YEARS	1. For the year 2013-14Rs...
		2. For the year 2014-15Rs...
		3. For the year 2015-16Rs...
21	TECHNICAL TIE UPS/ AGREEMENT WITH FOREIGN FIRMS IF ANY: IF "YES", GIVE DETAILS (Attach separate sheet if required / enclose copy of relevant documents.)	
22	DETAILS OF SIMILAR WORK DONE (Attach separate sheet if required / enclose copy of relevant documents.)	
23	DETAILS OF MAJOR PROJECTS EXECUTED: (Attach separate sheet if required / enclose copy of relevant documents.)	

24	GENERAL REMARKS: (GIVE ANY OBSERVATIONS NOT ALREADY COVERED)	
<u>DECLARATION</u>		
1. I DO HEREBY DECLARE THAT THE ENTRIES MADE IN THIS APPLICATION FORMS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.		
2. I ALSO UNDERTAKE THE RESPONSIBILITY THAT ALL SUBSEQUENT CHANGES IN THE CONSTITUTION OR WORKING OF THE FIRM, AFFECTING THE ACCURACY OF THE ANSWERS NOW GIVEN IN THIS APPLICATION FORM WILL BE PROMPTLY COMMUNICATED TO KELTRON.		

FOR

PLACE:

DATE:

**(SIGNATURE OF AUTHORISED
SIGNATORY)**

DESIGNATION:

(OFFICE SEAL)

Annexure-I

Format for “Technical Bid”
for “Selection of a of a Consultancy Firm for conducting Feasibility Study, DPR preparation and Setting up Manufacturing Facility for PV Module manufacturing”

To

Mr. SURESH T. S.
 Deputy General Manager
 Power Electronics Group, Solar Section,
 KELTRON EQUIPMENT COMPLEX,
 Karakulam, Trivandrum – 695564

Dear Sir,

We have understood the instructions and the terms and conditions mentioned in the Proposal Document and have thoroughly examined the Proposal Document and are fully aware of the scope of work required. We are hereby submitting our “Technical Bid” as per prescribed format:-

Sl.NO.	ITEMS	PARTICULARS
1	Name of the Consultancy Organization/Firm	
	Telephone number, Mobile no.	
	Fax No.	
	Email:	
	Address of the Consultancy/ Firm	
2	Status of the firm, ownership, if registered society, enclose Memorandum of Association, registration certificates	
3	Details of turn-over of the organization during last three years (enclose the audited financial accounts/ Balance Sheet) and Net Profit/ Surplus figure/ITRs for last 3 years	
4	WORK EXPERIENCE	
	(i) Specific experience of the organization relevant to the assignment i.e. in the area of PV Module manufacturing/	
	(ii) Experience with solar energy	
	(iii) Relevant experience of working for Feasibility Study, DPR preparation & setting up of Manufacturing Facility etc.	

	(iv) Experience of working with Government agencies and international experience with bilateral and multilateral agencies	
	(v) Experience of organizing workshops/conference / presentation	
5	ACTION PLAN AND THE PROPOSED METHODOLOGY	
	(i) Approach and Methodology	
	(II) Inputs required from KELTRON for the assignment.	
	(iii) Organization, staffing and other infrastructure details	
	(iv) Action plan proposed.	
6	KEY PROFESSIONAL STAFF	
	(i) Team Leader	
	(ii) Other team members (Technical, Policy, Regulatory, Financial)(attach brief CV of the team members). Indicate Minimum number of Trained Staff, details of supervisory and other technical staff which will be Engaged for the work.	
7	AREA OF CORE COMPETANCE (If needed attach separate sheet)	
8	DETAILS OF MAJOR ASSIGNMENTS UNDERTAKEN OF A SIMILAR NATURE (Attach Supporting Documents)	
9	Any other information (in support of work)	

For and on behalf of:
Signature:
(Authorized Signatory)
Name of the Person:
Designation:

Annexure-II

Format for “Financial Bid”**Price quote for “Selection of a Consultancy Firm for conducting Feasibility Study, DPR preparation and Setting up Manufacturing Facility for PV Module manufacturing”.**

To

Mr. SURESH T. S.
Deputy General Manager
Power Electronics Group, Solar Section,
KELTRON EQUIPMENT COMPLEX,
Karakulam, Trivandrum – 695564

Dear Sir,

We have understood the instructions and the terms and conditions mentioned in the Proposal Document and have thoroughly examined the Proposal Document and are fully aware of the scope of work required. We are hereby submitting our “Financial Proposal” as per prescribed format.

Sl. No.	Category	Total in Rupees	Remarks
1.	Consolidated cost including Travelling Expenses, Documentation Cost and Other Miscellaneous Costs for Conducting Feasibility Study		
2	Consolidated cost including Travelling Expenses, Documentation Cost and Other Miscellaneous Costs for preparation of DPR		
3	Consolidated cost including Travelling Expenses, Documentation Cost and Other Miscellaneous Costs for implementation of the project		
4.	Tax Liabilities <ul style="list-style-type: none"> • Service Tax • Any other Total in Figures		
	Grand Total in Figures		
	Grand Total in Words		

For and on behalf of:
Signature:
(Authorized Signatory)
Name of the Person:
Designation:

Annexure-III

[COVERING LETTER – ON BIDDER’S LETTERHEAD]

Date:

Sir,

I/We (*Bidder*) have carefully gone through the RFP document regarding Request for Proposal for selection of a firm for Preparation of Feasibility Study & DPR for Manufacturing of Solar PV Modules and Implementation of the project as per DPR in the State of Kerala. I/we hereby irrevocably declare that:

1. All the information related to our Company/Firm, manpower, customer base, projects, financial details, list of products offered etc. provided in our offer is true and without any alteration / modifications.
2. All the provisions of this RFP Document are acceptable to my Company/Firm. No violation of the terms and conditions as mentioned in the RFP document has been made.
3. *Bidder* declare that my Company/Firm has not been debarred / black listed by any Government / Semi Government organizations in India/*Public Sector Undertakings of the Central and State Governments*.
4. The information contained in the proposal is complete and accurate in all material respects.
5. *Bidder* undertakes to notify KELTRON promptly upon Bidder becoming aware of any material fact which tends to render Bidder’s proposal misleading or inaccurate.
6. *Bidder* acknowledges and agrees that any material misrepresentation made in connection with Bidder’s proposal might result in its invalidation and Bidder’s disqualification from the bidding process.
7. *Bidder* acknowledges and agrees that KELTRON has the right to disqualify any bidder on grounds of national interest, security or public policy.

I, (Name)
(designation) further certify that I am an authorized signatory of my Company/Firm and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder/*Authorized Signatory*)

Name:

Title:

Annexure-IV

Format for Power of Attorney to be provided by the Bidding Company/Lead Member in favor of its representative

Power Of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)
KNOW ALL MEN BY THESE PRESENTS, We[Name of the bidding company] having its registered office at, do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) 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 the Project in response to the Request for Proposal (RFP) dated issued by Kerala State Electronics Development Corporation Ltd. (KELTRON), including signing and submission of the Bid and all documents specified in the RFP, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc, making representations to the KELTRON, and providing information / responses to KELTRON, representing us in all matters before KELTRON, and generally dealing with the KELTRON in all matters in connection with our Bid for the said Project.

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 always be deemed to have been done by us.

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

Signed by the within named
[Insert the name of the executants]
through the hand of
Mr. _____
duly authorized signatory
Dated this _____ day of 2017

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

Attested

(Signature of Executant)
(Name, designation and Address of the Executant)
Signature and stamp of
Notary of the place of execution

Note: 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 executants(s) and the same should be under common seal of the executants 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 executants(s) in this regard.

Annexure-V

Format for Power of Attorney to be provided by each of the other Members of the Consortium in favor of the Lead Member

Power Of Attorney

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....[Name of the Consortium member company] having its registered office at,and M/s[Name of the Consortium member company] having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium **if finalized**) (hereinafter called the ‘Consortium’) vide Consortium Agreement dated.....(copy enclosed) and having agreed to appoint M/s.....[Name & Address of the Lead Member Company] as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the Bid against Request for Proposal (**RFP**) dated _____ issued by Kerala State Electronics Development Corporation Ltd. (KELTRON). We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members, Bid in response to RFP.
- ii) To do any other act or submit any information and document related to the above Bid, if required.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of Project.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s, [Name of the Consortium member company], as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member
M/s.....

(Signature of person authorized by the board)
(Name
Designation
Place:
Date:)

Accepted

(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

(Signature of the executants)

(Signature & stamp of Notary of the place of execution)

Place:-----

Date:-----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the company having at least 51% of voting rights in the company.

Annexure-VI**RESOLUTION**

[To be submitted by the successful bidder Company on its letter head]

CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF M/S ----- HELD AT ITS REGISTERED OFFICE ON THE -- DAY OF -----, 2017 AT ----- AM

Resolved that the Company be and hereby authorized to sign Agreement with M/s. Kerala State Electronics Development Corporation Limited, a company registered under Companies Act 1956 having its registered office at Keltron House, Vellayambalam, Trivandrum-695 033, herein after referred to as KELTRON.

Further resolved that Mr. [Name] ----- [Designation] of the Company be and is hereby authorized to submit documents, Sign and Execute Agreements/Contracts/deeds etc. on behalf of the Company as may be desired by M/s. KELTRON, in the regard.

Further certified that the above is a true and certified copy of the Resolution Passed on at a meeting of the Board of M/s., and that it has been entered in the usual course of business in the Minutes book of the company and signed therein by the Chairman of the meeting of Company and is in accordance with the Memorandum and Articles of Association of the Company.

Further resolved that the Company do hereby agree and undertake to ratify and confirm all acts, deeds and things done bonafide by the said Executive as the Attorney of the Company by virtue of these presents.

For.....

Name:

Designation:

Annexure-VII**Format for Consortium Agreement**

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

THIS Consortium Agreement (“Agreement”) executed on this _____ day of _____
Two thousand _____ between M/s [insert name of
LeadMember] _____ a Company incorporated
under the laws of _____ and having its Registered Office at
_____ (hereinafter called the “**Member-1**”, which expression shall include its
successors, executors and permitted assigns) and M/s _____ a
Company incorporated under the laws of _____ and having its
Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns),
M/s _____ a Company incorporated under the laws of
_____ and having its Registered Office
at _____ (hereinafter called the “**Member-n**”, which expression
shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RFP, against
Request For Proposal (RFP) dated _____ issued by Kerala State Electronics Development
Corporation Ltd. (KELTRON) and having its Registered
Office at Keltron House Vellayambalam, Trivandrum,
WHEREAS, each Member individually shall be referred to as the “**Member**” and all of the Members
shall be collectively referred to as the “**Members**” in this Agreement.
WHEREAS the KELTRON desires setting up of PV Module Manufacturing Facility at KELTRON
Controls Aroor;
WHEREAS, the KELTRON had invited response to RFP vide its Request for Proposal (RFP) dated

_____ WHEREAS the RFP stipulates that in case response to RFP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by KELTRON, wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSES AS UNDER:

Request for Proposal for “Feasibility study, DPR preparation and setting up of PV Manufacturing Facility”, In consideration of the above all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, ----, Member-n.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity (as well as total financing if committed to be met from internal financing) investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part

of the obligations without in anyway limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital is/shall be in the following proportion:

Name Percentage

Member 1 ----

Member 2 ----

Member n ----

Total 100%

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising work with KELTRON

7. In case of any breach of any equity investment as well as other financing requirements commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Trivandrum alone shall have the exclusive jurisdiction in all matters relating thereto and arising there-under.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of Procurer in terms of the RFP.

12. It is further expressly agreed that the Agreement shall be

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the RFP Bid.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations without prior written consent of KELTRON.

15. This Agreement

(a) Has been duly executed and delivered on behalf of each Member hereto and Constitutes the legal, valid, binding and enforceable obligation of each such Member;

(b) Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and Request for Proposal for "Feasibility study, DPR preparation and setting up of PV Manufacturing Facility"

(c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of KELTRON.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFP.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s-----[Member 1]

(signature, Name & Designation of the person authorized vide Board Resolution Dated

[●])

Witnesses:

1) Signature _____ 2) Signature _____

Name: Name:

Address: Address:

For M/s-----[Member 2]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature _____ 2) Signature _____

Name: Name:

Address: Address:

For M/s-----[Member n]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

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Witnesses:

1) Signature _____ 2) Signature _____

Name: Name:

Address: Address:

Signature and stamp of Notary of the place of execution

Annexure-VIII

FORMAT FOR POWER OF ATTORNEY TO REPRESENT BIDDER

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

WHEREAS KSEDC (“KELTRON”) has invited Request for Proposal (“RFP”) bearing No:----- on _____, as amended from time to time, for bids in respect of -----
----- Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / (name and residential address) who is presently employed with us and holding the position of as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project, including signing and submission of all documents and providing information / Bids to KELTRON, representing us in all matters before KELTRON, and generally dealing with KELTRON in all matters in connection with our bid for the said Project.

The attorney has been duly authorized and vested with requisite powers to submit and execute the aforesaid documents and do all things necessary for our bid to KELTRON.

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

For _____

Name:

Title:

(Office seal)

Annexure-IX

(To be printed on **Rs.200/- non judicial stamp paper**)

AFFIDAVIT

I, ----- [Name], s/o, agedyears, residing at (Full postal address with PIN) does hereby solemnly affirm and declare on oath for and on behalf of M/s..... [Name of the company/Firm] a company registered under Companies Act 1956 / Partnership/ Proprietary Firm having its registered office at [Full address with PIN] as under:

1. I am working in the said Company/Firm as [Designation] at its office located at [office address] and is competent to depose on behalf of the Company/Firm
2. The Company/Firm has never been debarred / black listed by any Government / Semi Government organizations in India/Public Sector Undertakings of the Central and State Governments.

I do hereby solemnly affirm that the above statements are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

1. For and on behalf of M/s..... [Name of the Company/Firm]

Verified on this day of..... 2017

Deponent

Name:

Design:

[Office seal]

Annexure-X**Format for Performance Guarantee**

Note: 1. Performance Guarantee @ 10% of the project amount is to be submitted

(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 bidder for the implementation') submitting the Bid inter alia for selection of the project of the implementation of setting up of solar PV Module Manufacturing plant, at KELTRON Controls Aroor Kerala [*Insert Capacity of Plant*] for supply, installation, testing, production trial run of plant there from on long term basis, in response to the Request For Proposal (RFP) dated ____ issued by Kerala State Electronics Development Corporation Ltd. (hereinafter referred to as 'KELTRON') and KELTRON considering such response to the RFP of[*Insert the name of the Selected bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the RFP of the developer and issuing Letter of Intent/Award No ----- dated -----to (Insert Name of selected bidder) as per terms of RFP and the same having been accepted by the selected bidder resulting in an Agreement to be entered with KELTRON, for setting up PV Manufacturing facility[from selected bidder or a Project Company, M/s -----]. As per the terms of the RFP, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to KELTRON at Trivandrum forthwith on demand in writing from KELTRON or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar 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. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause 3.24.1 of this RFP*]. KELTRON shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause 3.24.1 of this RFP*].

The Guarantor Bank hereby agrees and acknowledges that the KELTRON 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 KELTRON, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to KELTRON.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[*Insert name of the selected consultant*] and/or any other person. The Guarantor Bank shall not require KELTRON to justify the invocation of this BANK

GUARANTEE, nor shall the Guarantor Bank have any recourse against KELTRON in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Trivandrum 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 KELTRON shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Company/Consultant, to make any claim against or any demand on the selected Company/Consultant or to give any notice to the selected Solar Company or to enforce any security held by KELTRON or to exercise, levy or enforce any distress, diligence or other process against the selected Company.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if KELTRON 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__