



**Madhya Pradesh Urja Vikas Nigam Limited**

Invites

Request for Proposal (RFP)

for

**Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with Five (5) Years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the System with the Grid and Net Metering**

**RFP No: MPUVN/SPVPP/2020-21/4529**

**Dated: 09-03-2021**

**Issued by:-**

**Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)**

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016

Telephone Nos.: +91-755-2553595, 2556566, 2767270

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Telephone No.: +91-755-2553595, 2556566, 2767270; Fax No: 91-755-2553122  
Website: <http://www.mprenewable.nic.in>, Email: [spvpp.om@gmail.com](mailto:spvpp.om@gmail.com)

RFP No: MPUVN/SPVPP/2020-21/4529

Dated: 09-03-2021

Madhya Pradesh Urja Vikas Nigam Limited, invites Bids from the eligible Bidder to participate through this Request for Proposal (RFP) for **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the System with the Grid and Net Metering”**.

For the implementation of above-mentioned work, Bidder should submit their bid proposal along with non-refundable Bid Processing Fee and all requisite documents complete in all respects on or before 25/03/2021 up to 04.00 PM at online portal in prescribed format. Bid proposals received without the prescribed Bid Processing Fee and Bid Security will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on 27/03/2021 at 11:00 AM in the presence of authorized representatives of Bidder who wish to be present.

Bid documents which include eligibility criteria, technical specifications, various conditions of Work Order, formats, etc. can be viewed from Nodal Agency’s website <http://www.mprenewable.nic.in> and can be downloaded from <https://www.mptenders.gov.in> for online submission.

**DISCLAIMER**

1. Though adequate care has been taken while preparing the RFP document, the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder on or before bid submission date, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
2. Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexure at any time before Bid submission date. Interested and Eligible Bidders are advised to follow and keep track of Nodal Agency's website for updated information. Nodal Agency is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither Nodal Agency nor their employees or advisors make any representation or warranty, expressed or implied , or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956 / 2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

**A. BID INFORMATION SHEET**

<b>Document Description</b>	<b>Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity &amp; Synchronization of the System with the Grid and Net Metering</b>	
<b>RFP No. &amp; Date</b>	<b>RFP No: MPUVN/SPVPP/2020-21/4529</b>	<b>Dated:09/03/2021</b>
<b>RFP Purchase Start Date</b>	09/03/2021 at 11:00 AM	
<b>RFP Purchase End Date</b>	25/03/2021 at 1:00 PM	
<b>Broad Scope</b>	<b>Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity &amp; Synchronization of the System with the Grid and Net Metering</b>	
<b>Last date &amp; Time of Submission of Bid submission (ONLINE only)</b>	25/03/2021 up to 4:00 PM	
<b>Last date &amp; Time of Submission of Technical bid (HARD copies)</b>	25/03/2021 up to 5:00 PM	
<b>Bid Opening (Technical)</b>	27/03/2021 at 11:00 AM	
<b>Bid Opening (Financial)</b>	30/03/2021 at 3:00 PM (For any modification in Date, time and venue for Price bid opening shall be updated on our website, Bidders are advised to keep tracking of the same).	
<b>Project completion timelines</b>	Contractor would be expected to complete the Project within 60 days of work order.	
<b>Bid Processing Fee (non- refundable)</b>	Bidder shall pay Bid Processing Fee of Rs. 5000/- (Rupees Five Thousand Only) on online portal at the time of bid submission. No other mode is allowed. Additionally, Bidder shall pay E-tendering fees of requisite amount to the hosting agency.  No exemption towards processing fees or E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt. / semi Govt. / PSUs.	

<b>Bid Security</b>	<p>Bidder shall pay Bid Security of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Bank Guarantee at the time of bid submission. No other mode is allowed.</p> <p>No exemption towards Bid Security is allowed to any type of organizations/agencies including MSMEs or any Govt./ semi Govt./ PSUs</p>
<b>Performance Bank Guarantee</b>	<p>Contractor shall furnish Performance Bank Guarantee (“PBG”) for Operation &amp; Maintenance Services of value INR Rs. 1500/- per kW (Rupees One Thousand Five Hundred Only) respectively in the form and manner prescribed in this RFP.</p> <p>Further description for the same has been given in the RFP document.</p>
<b>Update on this RFP</b>	<p>Bidders are advised to keep tracking of changes/ updates/ corrigendum regarding this RFP on <a href="http://www.mprenewable.nic.in">http://www.mprenewable.nic.in</a> OR <a href="http://www.mptenders.gov.in">http://www.mptenders.gov.in</a></p>
<b>Address for Bid submission/ correspondence</b>	<p>Mr. Shrikant Deshmukh Superintending Engineer, Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016 E-mail: <a href="mailto:spvpp.om@gmail.com">spvpp.om@gmail.com</a></p>

## **B. DEFINITIONS & ABBREVIATIONS**

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

1. **“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly
  - i. controls, or
  - ii. is controlled by, or
  - iii. is under common control with a Bidderand  
“Control” means the ownership, directly or indirectly, of more than 50% of the voting shares or the power to direct the management and policies by operation of law, contract or otherwise. Any bank or financial institution shall not be considered as Affiliate.
2. **“B.I.S”** shall mean specifications of Bureau of Indian Standards(BIS);
3. **“Bid”** shall mean the Technical and Financial proposal submitted by the Bidder along with all documents/credentials/attachment’s annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
4. **“Bidder(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
5. **“Bidding Capacity”** shall mean capacity of inverter for Site 1 & Site 2separately/
6. **“Bid Submission Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
7. **“Bid Security”** shall mean Bid Security of desired value, to be submitted along with the Bid by the Bidder in the form and manner as described in the RFP;
8. **“Bid Validity Period”** shall mean the one hundred and eighty (180) days period from the Bid Submission Deadline;
9. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act,1949;
10. **“Competent Authority”** shall mean Managing Director of MPUVNL, himself and/or a person or group of persons nominated by him for the mentioned purpose here in;
11. **“Commissioning”** shall mean synchronization of the Inverter with the grid along with Net Meter.
12. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment there to;

13. **“Completion”** shall mean supply and installation of the Inverter, connection of the existing solar panels with Inverter has been completed operationally and structurally, and put in a tight and clean condition and that all works in respect to pre-commissioning of the Project have been completed except for the installation of net meter and is ready for synchronization with the grid;
14. **“Comprehensive O&M”** shall mean warranty of the equipment and other electrical accessories provided by the Contractor, insurance and spare parts for operation & maintenance of the System from the date of Commissioning; It also include periodic cleaning of solar modules and other scope of work as defined in RFP;
15. **“Contractor”** shall mean the Successful Bidder who has accepted the terms and condition of RFP and accepted the Work Order within the defined time period;
16. **“Contract Validity Period”** shall mean the period between date of signing of Agreement and up to twelve (12) months from the signing date during which the rates standardized after bidding process under this RFP shall be valid and applicable for Contract(s) awarded; It may be extended further for a period of three (3) Months with mutual consent by the Nodal Agency and the Contractor(s);
17. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP;
18. **“Eligible Bidder(s)”** shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of their Price Bid;
19. **“Existing System”** shall mean an Off-Grid Solar rooftop plant comprises of Solar Panels, Mounting Structure, AC & DC Cables, PCU, Batteries, and all other accessories; The system is presently not functional;
20. **“Generation Meter”** means meter used for accounting of energy generated from Solar PV System;
21. **“IEC”** shall mean specifications of International Electro technical Commission;
22. **“Inspecting Authority”** shall mean the authority designated by the competent authority for the said purpose;
23. **“kW”** shall mean Kilowatt;



24. **“Liquidate Damages”** shall mean a predetermined amount of money that must be paid as damages for failure to perform within the timelines as mentioned in this RFP.
25. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
26. **“Nodal Agency”** shall mean the Madhya Pradesh Urja Vikas Nigam Limited, (MPUVNL) Bhopal;
27. **“Net Meter”** means meter used for accounting and billing of electricity supplied to and from the consumer, under the MPERC (Grid Connected Net Metering) Regulations, 2016 and subsequent amendments thereof.
28. **“Price Bid”** shall mean online Price Bid, containing the Bidder’s quoted Price as per RFP format;
29. **“Project”** shall mean the supply and installation of the Inverter, connection of the existing solar panels with Inverter, synchronization of the Inverter with the grid along with installation of Net- Meter and 5-year Comprehensive Operation & Maintenance (CMC) of the System at designated Sites;
30. **“Prudent Utility Practices”** shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, Comprehensive operation and maintenance of power generation equipment of the type specified in this RFP ,as per requirements of Indian Law.
31. **“Qualified Bidder(s)”** shall mean , for given scope of work , the Eligible Bidder having quoted minimum Price Bid;
32. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it;
33. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
34. **“Sites”** shall mean “Institute for Excellence in Higher Education (IEHE), Bhopal”; “MP Pollution Control Board (MPPCB), Bhopal”; “MP Council Science & Technology, Obedullaganj , District Raisen” and “MP Council Science & Technology, Nehru Nagar , Bhopal” where the Project is proposed
35. **Site 1** shall mean the “MP Pollution Control Board (MPPCB),Bhopal”
36. **Site 2** shall mean the “MP Council Science & Technology, Obedullaganj Distt. Raisen”
37. **Site 3** shall mean the “MP Council Science & Technology, Nehru Nagar , Bhopal”

38. **“Successful Bidder”** shall mean the Qualified Bidder selected by MPUVNL pursuant to this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom Work Order has been issued;
39. **“System(s)”** shall mean Grid Connected Solar rooftop plant comprises of Solar Panels, Mounting Structure, AC & DC Cables, Inverter, Generation meter, Net Meter and all other accessories;
40. **“Validity Period”** shall mean the five (5) years Comprehensive Operation and Maintenance period from the Commissioning of the Project or as mentioned in the Work Order.

**C. INTERPRETATIONS**

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

**SECTION-I  
INSTRUCTIONS TO THE BIDDER**

**1. INTRODUCTION:**

- 1.1 Request for Proposal for **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the System with the Grid and Net Metering”**.
- 1.2 The Bidder is advised to read carefully all instructions and conditions of this RFP and understand the scope of work fully. All information and documents required as per the RFP must be furnished with bid. MPUVNL reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All bidder qualifying technical stage shall be treated at par. Price Bid of Bidder qualifying at technical stage only shall be opened.
- 1.3 Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the bid price and to have satisfied himself of the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works Successful Bidder shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP.

**2. BID DETAILS:**

- 2.1. Provisions related to additional electrical and civil works
  - 2.1.1. The Rates of additional electrical AC cable over and above the length of 50 Meter for each Site as mentioned in this RFP or Awarded under this RFP required for interfacing Solar Inverter and System with the HT network shall be decided on the basis of prevailing at par rates of Schedule Of Rates (SOR), for Electrical works, Public Works Department (PWD), Bhopal, Govt. of M.P. issued by project Director, M.P.P.W.D Bhopal, which shall be the part of this RFP. The rates of this SOR shall be binding to the selected Successful Bidder.
  - 2.1.2. The rates of Civil work, if any, or any other related work as per site requirement, shall be as per prevailing at par the rates of Schedule Of Rates (SOR) for building works, Public Works Department, (PWD), Bhopal, Govt. of M.P., issued By project Director; this SOR shall be the part of this RFP
  - 2.1.3. All amendments made in the above said SOR shall also be a part of this RFP and shall be considered for execution of all necessary additional works for completion of the Projects awarded.

**2.1.4. Key Dates:**

Sr. No	MPUVN Stage	Date	Time (Hrs)
1	Purchase of RFP Start	09/03/2021	1100
2	Purchase of RFP End Date	25/03/2021	1300
3	Bid Submission End Date	25/03/2021	1600
4	Mandatory Submission Hard Copy of Bid (except price bid)	25/03/2021	1700
5	Technical Bid & Bid Security Opening Date	27/03/2021	1100
6	Price Bid Opening Date	30/03/2021	1500

**3. INSTRUCTIONS TO THE BIDDER:**

- 3.1. The Contractor shall be required to establish its Service Centre(s) at Bhopal and if required, in other districts.
- 3.2. Instructions to the bidder one-tendering:
  - a) For participation in e-tendering module, it is mandatory for Bidders to enroll on the e-Procurement module of the MP Tenders Portal (URL: <https://mptenders.gov.in/>) by clicking on the link “Online bidder Enrolment” on the MP TENDERS Portal. Cost of Enrolment and renewal is dependent on the Government Order (GO) prevailing at that period of time.
  - b) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
  - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP Tenders Portal.
  - d) Upon enrolment , the Bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
  - e) Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse
  - f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

## **Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

- g) For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website. Please note that it may take up to 3 to 5 working days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
- h) Tender documents can be downloaded from website free of cost. Bidders need to submit the Bid Processing Fee at the time of online submission of the bid.
- i) Service and gateway charges shall be borne by the Bidders.
- j) The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
- k) If Bidder is participating for the first time in e-tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. Well in advance.
- l) For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://mptenders.gov.in/>. Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
- m) Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
- n) Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/>.
- o) Nodal Agency shall not be responsible in any way for delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatever.
- p) Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
- q) *The Bid Security / EMD should not be paid online. On the “EMD exemption “page:*
  - (i) Bidders will receive a prompt stating “Are you submitting EMD through BG/ST or Exempted from EMD payment: Yes/No”; select “Yes”
  - (ii) Bidders will receive a prompt stating “If yes, provide the exemption type: Percentage/Amount”; select “Percentage”.
  - (iii) In the “Percentage/Amount” field, fill in “100”.
  - (iv) Then upload the scanned copy of Bank Guarantee or proof of payment through RTGS under the “Upload EMD exemption document “heading.
- r) After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.

- s) The Bidders shall have to submit their Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 2.1.4. Technical Bid containing original (downloaded) RFP along with Annexures, formats, relevant document/ certificates etc. duly sealed and signed and Bid Security should reach to the office undersigned by the Key Dates.
- t) For any type of clarification, Bidders can visit <https://mptenders.gov.in/andcancall> at 24\*7 help desk contact no. 0120-4001 002/005 which is also mentioned in the website. Bidder can also send email to “support-eproc@nic.in”.

3.3 A Bidder shall not have a conflict of interest. Bidder(s) shall be disqualified in the Category (ies) where it has conflict of interest. In a particular Category, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:

- a) A Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorized representative on behalf of one or more Bidder(s)] or as Member of consortium.
- b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of Nodal Agency regarding this bidding process.

#### **4. ELIGIBILITY CRITERIA:**

##### **4.1 The details of Eligibility Criteria are as follows:**

###### **General:**

- a) The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLPF) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLPF/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with Format2.
- b) Bidder having been blacklisted by MPUVNL or by any Govt. /PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.
- c) Bidder shall be ineligible for participation in this RFP in following cases:
  - i. If it has not performed satisfactorily for MPUVNL, leading to cancellation of Work Order(s) of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last three (3) years.
  - ii. If it is involved in litigation or arbitration with MPUVNL arising out of work completed or under execution by it, of value more than or equal to twenty five percent (25%) of cumulative

value of Work Order(s) awarded in last three (3) years.

**4.1.2 TECHNICAL ELIGIBILITY CRITERIA:**

- a. The Bidder should have experience in design, engineering, supply, installation, testing and commissioning including operation and maintenance of String Solar inverters or rooftop based Solar Power Plant individually or on Sub Contract Basis.

Or

The Bidder should have the experience of installation of Solar power plant aggregating to a capacity of 100 KW.

Or

The Bidder should have experience in restoration of Solar Power Plant from Off grid Mode to Grid Connected / Hybrid Mode individually or on Sub Contract Basis.

- b. All the projects shown to meet eligibility criteria should have been commissioned one year prior to Technical Bid opening date. the list of projects commissioned prior to technical Bid opening date along with a copy of the commissioning certificate and work order/ contract / agreement from the client /owner/SNA shall be submitted.

**4.1.3. FINANCIAL ELIGIBILITY CRITERIA:**

- a. Bidder should have average turnover of 10 Lakhs in last three (3) years (FY 2017-18, 2018-19 &2019-20), supported with audited financial statements of above-mentioned year duly certified by Chartered Accountant/ Statutory Auditor (as applicable). For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. In case, audited financial statements for FY 2019-20 are not available, Bidder should have shown average turnover of FY 2016-17, FY 2017-18 and FY2018-19. If the Company has been in the existence for a shorter period, the mentioned turnover should be there for the period of existence.
- b. Bidder shall furnish documentary evidence as per the \*Note: Bidder shall provide projects details with their completion and commissioning certificate attached in the same sequencing and should be labeled according to the serial no. as mentioned in the table.
- c. FORMAT 8: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability.
- d. Participants shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility ([Format 08](#)). If the declaration to above effect is found to be false, the eligibility would be considered null and void.



**4.2 CHECK-LIST:**

4.2.1 To ensure that the online and hard copy submission of RFP is complete in all respects, checklist for Envelope-I and Envelope-II are required to be duly tick marked/filled for the enclosures which are attached with the RFP document. The requisite documents required are indicated in the checklist. It is essential for the participant to submit checklist duly sealed and signed with its corresponding envelope. However, this check-list is indicative, and Bidder shall be responsible for meeting all information requirement as per provisions of this RFP.

**4.3 BID SUBMISSION BY THE BIDDER:**

4.3.1 The information and / or documents shall be submitted by the Bidder as per the formats specified in this document.

4.3.2. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, MPUVNL reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MPUVNL may be a ground for rejecting the Bid(s). Each format has to be duly signed and stamped by the authorized signatory of the Bidder. Strict adherence to the documents required to be submitted in Envelope – I, as per clause 4.5.1 shall be ensured, failure on this account may lead to rejection of Bid.

4.3.3. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of Nodal Agency and shall also furnish unconsolidated / consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor’s report, etc., as the case maybe

**4.4 CLARIFICATIONS:**

4.4.1 The Bidder may seek clarifications or suggest amendments to RFP in writing, through a letter or by fax (and also soft copy by e-mail) to reach Nodal Agency on or before 20/03/2021.

4.4.2. Nodal Agency is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

**4.5. BID DOCUMENTS:**

4.5.1. **BID FORMATS:** The Bid in response to this RFP shall be submitted by the Bidder in the manner provided in the RFP. The Bid shall comprise of the following:

**a. ENVELOPE- I (COVERING LETTER, BID PROCESSING FEE AND BID SECURITY)**

The following documents are to be submitted in the form of soft copy and hard copy before bid submission deadline:

i. Covering Letter as per prescribed format (Format-1).

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- ii. Bid Processing Fee to be submitted online at the portal.
- iii. Scan copy of Bid Security of required value as mentioned in Clause 4.11 to be submitted in the form of Bank Guarantee.
- b. **ENVELOP- II TECHNICAL DOCUMENTS:** The following documents are to be submitted in the form of soft copy and hard copy before bid submission deadline:
  - i. Original power of attorney (on the requisite stamp value, as per Format-6) issued by the Bidder in favor of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013).
  - ii. General particulars of Bidder as per Format 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
  - iii. Bidder's composition and ownership structure as per prescribed Format-3 as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorized signatory of the Bidder (as applicable).
  - iv. Format 7 & 8 for meeting Eligibility Requirements along with all supporting documents.
  - v. Format 09 on Declaration for submission of Bid.
  - vi. Signed and stamped Copy of RFP including amendments & clarifications by authorized signatory of Company on each page.

### **4.6 METHOD OF BID SUBMISSION**

- a. Bidders are required to submit Bid Processing Fees, Bid Security fees, technical bid, along with all relevant documents as detailed in Clause 4.5 above in soft copy at tender portal.
  - b. Price Bid shall be submitted as per FORMAT-10 of this RFP through online mode with due encryption.
  - c. The following documents shall be submitted in physical form on or before the Bid Submission Deadline mentioned in Clause 2.1.4:-
    - i. Covering Letter
    - ii. Bid Security Bank Guarantee
    - iii. Original power of attorney (on the requisite stamp value, as per Format-6) issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013).
    - iv. Bidder's composition and ownership structure as per prescribed Format-3 as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorized signatory of the Bidder (as applicable).
- 4.6.1 The Bidder has the option of sending technical bid either by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. Nodal Agency shall not be responsible for any delay in receipt of the technical bid (Clause 4.6c).
- 4.6.2. It should be noted that except online Price Bid, no other envelope/ document shall contain any information/document relating to Price Bid. Nodal Agency shall not be responsible for premature opening of the Price Bid in case of non-compliance of above.

4.6.3. All pages of the Bid, except for the Bid Security, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Further, any published document submitted with the Bid shall be signed by the authorized signatory. Bidder shall submit the Bid in original, duly signed by their authorized signatory of the Bidder.

**4.7. BID SUBMISSION DEADLINE:**

The Bidder should submit the online Bid on or before the time schedule mentioned in Bid Information Sheet.

**4.8. VALIDITY OF BID:**

The Bid shall remain valid for a period of one hundred and eighty (180) days from Bid submission Deadline (“**Bid Validity Period**”). In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting the Work Order, Nodal Agency shall forfeit the Bid Security furnished by the Bidder.

**4.9. COST OF BIDDING:**

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

**4.10. PROJECT COMPLETION TIMELINE FOR SITE 1; SITE 2 & SITE 3**

- a. Supply, Installation and Conversion of Existing System should be completed as per the timeline given in the respective Work Order.
- b. Synchronization of Inverter with the Grid, installation of Generation Meter and Net Meter, and Commissioning of the System under this RFP shall be completed as per the timeline given in the respective Work Order.
- c. Application for Net Metering should be submitted within thirty (30) days from the acceptance of Work Order
- d. In case of Project works other than the mentioned sites (Site 1, Site 2 & Site 3), timeline shall be decided by the Nodal Agency based on the quantum of Work and it would be mentioned in the respective work order.

**4.11 BID SECURITY:** Bids must be accompanied by a Bid Security of Rs. 10,000/- (Rupees Ten Thousand Only)

4.11.1 The Bid Security details, and scan copy shall be submitted online at the portal at the time of tender submission.

4.11.2 Desired Bid Security payment shall be paid by every Bidder including MSMEs or any

Govt. / semi Govt. / PSU organizations/ agencies.

- 4.11.3 Bid Security shall be returned to all other Bidders except Successful Bidder, within fifteen (15) days from date of acceptance of Work Order for given Sites by the Successful Bidder issued by Nodal Agency. Bid Security of the Successful Bidder shall be returned within fifteen (15) days from the date of acceptance of Work and submission of required PBG for the allocated work.
- 4.11.4 The Bid Security shall be denominated in Indian Rupees.
- 4.11.5. The initial Validity of Bid Security shall be for a period of One hundred and eighty (180) days from the Bid Deadline, which shall be extended by the Bidder on the advice of Nodal Agency, if required, at any time either before bid process is concluded or during Contract Validity Period.
- 4.11.6 The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Nodal Agency under following circumstances:
- a. If a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RFP document.
  - b. If the Successful Bidder fails to unconditionally accept the Work Order within seven (7) days from the date of its issue.

#### **4.12 PERFORMANCE BANK GUARANTEE (PBG)**

- 4.12.1 The Contractor shall furnish PBG of value INR 1,500 per kW ( Rupees One Thousand Five Hundred Only per kilowatt) as per the Format-4 of this RFP within seven (7) days from the date of issuance of Work Order The validity of the PBG should be 66 months from the date of acceptance of Work Order. Failure to submit PBG within defined time period, as mentioned above, without sufficient justification acceptable to the Nodal Agency, shall be considered as refusal to execute the remaining scope of work mentioned in Work Order and RFP, and Nodal Agency is not liable to pay any amount to Contractor.
- 4.12.2 The Contractor shall be required to replenish the PBG to requisite value and remaining Validity Period within fifteen (15) days from the notice issued by the Nodal Agency or within fifteen (15) days from the partial or fully forfeiture of the PBG.
- 4.12.3. The Bank Guarantee will be returned within Ninety (90) days after completion of comprehensive operation and maintenance period.
- 4.12.4 PBG will be reduced / released on producing half yearly CMC Certificate ( Format 13 ), The contractor shall produce PBG of reducing type with subsequent annual reduction of 20% Contractor shall submit a PBG of reduced value at each anniversary of Project Commissioning and responsible to get back the earlier submitted PBG.

**4.13 LIQUIDATED DAMAGES:**

- 4.13.1. In case of natural calamity or any reason beyond the control of Contractor or unavoidable circumstances, the work is not completed within the given time frame, MPUVNL may consider grant of extension after having found satisfactory the reasons submitted by Contractor. Delay in supply of Inverter, Generation Meter and Net Meter by the related vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension
- 4.13.2. Requisition for delay in completion and commissioning will be dealt separately.
- 4.13.3. In case of delay in Completion of the Project, penalty of Rs. 1,000 per day shall be levied by the Nodal Agency. Nodal Agency shall deduct the same from PBG provided by the Contractor. Contractor shall be required to replenish to its original value and Validity Period under 4.12.1 of this RFP within fifteen days from the Commissioning of the Project.
- 4.13.4. In case of timely Commissioning or Completion of the Project, no penalty shall be levied towards delay in Completion of the Project.
- 4.13.5. In case of delay in Project Commissioning as mentioned in Work Order, with extension granted, if any, as per this RFP, LD @1.0% of the Project Price quoted by the Contractor for each Site as mentioned in Work Order per week shall be levied from the date of Commissioning or extended date of Commissioning, subject to maximum six (6) Week delay.
- 4.13.6. In case the Project is not completed even after 6 weeks beyond the date of Commissioning as mentioned in Work Order or extended date of Commissioning, the Work Order for the Project shall stand cancelled and PBG shall be forfeited. MPUVNL shall not be liable to make any payment for such cancelled Work Order.

**4.14. COMPEHENSIVE OPERATION AND MAINTENANCE:**

- 4.14.1. The performance of the Inverter, Generation Meter, Net Meter and other components supplied with additional accessories shall be under Warranty by the Contractor for a period of five (5) years from the date of Commissioning.
- 4.14.2. During the course of aforesaid five (5) years mandatory maintenance period, the Contractor will service and maintain the System. The Contractor shall have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at his own cost. It is advisable for the Bidders to ensure proper arrangements to maintain the requisite performance expectations.
- 4.14.3. PBG will be reduced / released on producing half yearly CMC Certificate ( Format 13 ), The contractor shall produce PBG of reducing type with subsequent annual reduction of 20% Contractor shall submit a PBG of reduced value at each anniversary of Project Commissioning and responsible to get back the earlier submitted PBG

**4.15. CONTRACTOR'S DEFECTLIABILITY:**

- 4.15.1. If it shall appear to the MPUVNL that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description not as per Work Order, the Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials at its own charge and cost if so desired by MPUVNL in writing.
- 4.15.2 The Contractor shall also be undertaking the Comprehensive Operation and Maintenance of the System and consequently shall be required to rectify any defects that emerge during the operation & maintenance of the System for the entire term of the Work Order.
- 4.15.3 Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any defect or of any damage to the System arising out of or resulting from improper operation or maintenance by the Contractor during operation and maintenance of the system.

**4.16 OPENING OF BID:**

- 4.16.1 Technical bid (Envelope I and Envelope II) of the Bidder shall be opened at the time mentioned in Key Dates at the venue indicated in this RFP, in the presence of one representative from each of the Bidder who wish to be present.
- 4.16.2 Name of the Bidder, Bid Security shall be read out to all the Bidder at the time of opening of Envelope-I.

**4.17. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANYBID:**

- 4.17.1 This RFP may be withdrawn or cancelled by the Nodal Agency at any time without assigning any reasons thereof. The Nodal Agency further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- 4.17.2 The Nodal Agency reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the Nodal Agency shall have no liability to wards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process.
- 4.17.3. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, MPUVNL reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation/processing of the Bid(s). Non-submission o delayed submission of such additional information or clarifications sought by MPUVNL may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope – I, as per clause 4.5.1 shall be ensured, failure on this account may lead to rejection of Bid.
- 4.17.4. Nodal Agency reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Submission Deadline. The decision regarding

acceptance of Bid by Nodal Agency will be full and final.

**4.18. ZERO DEVIATION:**

4.18.1. This is a zero deviation bidding process. Bidder is to ensure compliance of all provisions of the RFP and submit their Bid accordingly. Bid with any deviation to the RFP conditions shall be liable for rejection without any explanation.

**4.19. EXAMINATION OF BID DOCUMENT:**

4.19.1. Before submission of Bid, Bidder is required to carefully examine the technical specification, terms and conditions of RFP/ Work Order, and other details relating to envisaged work as per the RFP.

4.19.2. The Bidder shall be deemed to have examined the RFP and Work Order, to have obtained information on all matters whatsoever that might affect the execution of the Project activity and to have satisfied himself as to the adequacy of his Bid. The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the RFP.

4.19.3. Bidder is advised to submit the Bid on the basis of conditions stipulated in the RFP. Bidder's standard terms and conditions, if any for what-so-ever reasons, will not be considered. The cancellation / alteration / amendment / modification in RFP shall not be accepted by Nodal Agency and shall invite rejection of such Bid(s).

4.19.4. Bid not submitted as per the instructions to Bidder is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this RFP or its amendments, if any.

4.19.5. The Comprehensive O&M of Solar PV System shall include wear, tear, overhauling, machine breakdown, appropriate insurance (if and as required), and replacement of defective parts, spares, consumables & other parts for a period of five (5) years from the date of Commissioning.

**4.20. TAXES AND DUTIES:**

The Price Bid submitted by Bidder should inclusive of all the applicable taxes and duties.

It is to clarify that no Change in Law or price escalation will be allowed on account of any statutory increase in or fresh imposition of taxes and duties or duty livable in respect of the different components or equipments of the Project that required to be installed.

Bidders are advised to take into consideration any such escalations in the prevailing taxes/levies/duties.

**4.21. FORCE MAJEURE:**

4.21.1. For purpose of this RFP, force majeure shall mean an event beyond the control of the Contractor and not involving his fault or negligence and not foreseeable, in its contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions,

fires, floods, epidemics, pandemics, quarantine restriction, and Site clearance etc. Whether a force majeure situation exists or not, shall be decided by Nodal Agency and its decision shall be final and binding on the Contractor and all other concerned.

4.21.2. In the event that the Contractor is not able to perform his obligations under Work Order on account of force majeure, he will be relieved of his obligations during the force majeure period.

4.21.3. If a force majeure situation arises, the Contractor shall notify Nodal Agency in writing promptly, not later than three (3) days from the date such situation arises (in case, communication is not possible to Nodal Agency, Contractor shall notify Nodal Agency not later than 1 days from the day when communication system will be restored). The Contractor shall notify Nodal Agency not later than three (3) days of cessation of force majeure conditions. After examining the cases and associated facts, Nodal Agency shall decide and grant suitable additional time for the completion of the work, if required.

4.21.4. Failure of such Bidder in timely intimating Nodal Agency will suspend its right for any relief otherwise eligible under such force majeure conditions.

**4.22. VALIDITY & TERMINATION OF WORK ORDER:**

4.22.1. MPUVNL reserves the right to extend the validity of the Work Order for execution of works.

4.22.2. The Nodal Agency may terminate the Work Order in the event of occurrence of following events:-

- a. At any instance, if it is discovered that the Contractor has used sub-standard material/Project components in execution of the work (in variance with the standards and specifications under this RFP);
- b. If, in the opinion of the Nodal Agency, the Contractor fails to complete the work within the time specified in the Work Order or within the period for which extension has been granted by Nodal Agency to the Contractor, subject to the provisions of Clause4.13;
- c. If the Contractor fails to furnish or replenish PBG within specified time as per provisions of this RFP, if any;
- d. If in the opinion of Nodal Agency, the Contractor fails to comply with any of the provisions of this Work Order.

4.22.3. Subject to the provisions of Clauses, if the Contractor is found unable to complete given works within specified time period mentioned in Work Order issued for that Project, Nodal Agency will be free to purchase the balance goods from elsewhere with a notice to the Contractor and carry out the work, but at Contractor's cost and risk. The goods or any part thereof which the Contractor has failed to supply or if not available, the best and nearest available substitute thereof, shall be purchased and work executed by the Nodal Agency. Any loss or damage that the Nodal Agency may sustain due to such failure on the part of the



Contractor, recovery of such loss or damage shall be made from any payment payable to the Contractor.

**4.23. APPLICABLE LAW:**

4.23.1. The RFP and Work Order shall be interpreted in accordance with the laws of India.

**4.24. SETTLEMENT OF DISPUTE:**

4.24.1. If any dispute of any kind whatsoever arises between Nodal Agency and the Contractor in connection with or arising out of the Work Order including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

4.24.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration conducted under the provisions of the “Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983”. The decision of MP Madhyastham Adhikaran Adhiniyam shall be final and binding up on the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of MP. No arbitration proceedings will commence unless such notice is given.

4.24.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Work Order unless they otherwise agree.

4.24.4. Cost of arbitration shall be shared between the Contractor and Nodal Agency as per the award of the arbitration.

**4.25. LANGUAGE:**

4.25.1. All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in Hindi/ English Language. The Work Order and all correspondence between the Nodal Agency and the Bidders shall be in Hindi/ English language.

**4.26. OTHER CONDITIONS:**

4.26.1. The Contractor shall not transfer, assign or sublet the work in whole under the Work Order pursuant to this RFP or any substantial part thereof to any other party.

4.26.2. All the relevant test certifications must be kept valid up to the period of the contract (as applicable).

**4.26.3. AMENDMENT:**

Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Interested and Eligible Bidder are advised to follow and keep track of Nodal Agency website for updated information. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.

**4.26.4. SUCCESSORS AND ASSIGNS:**

In case the Nodal Agency or Contractor may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization and this RFP/Work Order is assigned to any entity partly or wholly, the Work Order shall be binding mutatis mutandis upon the successor, entities and shall continue to remain valid with respect to obligation of the successor, entities.

**4.26.5. SEVERABILITY:**

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

**4.26.6. PRICE PREFERENCE:**

There is no relaxation in terms of any conditions of the RFP or Processing Fee or Bid Security or PBG for any private company or State or Central company/agency.

**4.26.7. INSPECTION AND AUDIT BY THE NODAL AGENCY:**

- a. The Nodal Agency may inspect the progress of work, if so required, at any time.
- b. Nodal Agency shall have the right to inspect the goods to confirm their conformity to the technical specifications at the works of Contractor. Third party inspection of the Projects may be performed by MPUVNL at its own cost. However, in case, any discrepancy is found during third party inspection, then Contractor shall be liable to incur all costs for removing/rectifying the defects identified as a result of such inspection.

**4.26.8. FRAUD AND CORRUPTION**

- a. The Bidders, suppliers and contractors and their subcontractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:
  - I. Defines, for the purpose of this provision, the terms set forth below as follows:

- (i) **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) **“obstructive practice”** is
  - aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a MPUVNL’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

**Or**

- ab) acts intended to materially impede the exercise of the MPUVNL’s inspection and audit rights.
- II. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- III. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- IV. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the MPUVNL to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the MPUVNL.

**4.26.9. DEBARRED FROM PARTICIPATING IN NODAL AGENCY’S TENDER**

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

**SECTION-II  
BID EVALUATION**

**5. BID EVALUATION:**

5.1 The evaluation process comprises the following four steps:

- a. Step I- Responsiveness check of Technical Bid
- b. Step II- Evaluation of Bidder' fulfillment of Eligibility Criteria described in Section-I
- c. Step III- Evaluation of Price Bid
- d. Step IV- Selection of Successful Bidder

**5.2 RESPONSIVENESS CHECK OF TECHNICAL BID:**

5.2.1 The Technical Bid submitted by Bidder shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered "Non-responsive" and liable to be rejected, at the sole discretion of Nodal Agency, subject to sufficient justification:

- a. Bid not submitted in prescribed envelop format.
- b. Bid that are incomplete, i.e. not accompanied by any of the applicable formats;
- c. Bid not accompanied by contents of Envelope-I as mentioned in Clause 4.5.1.
- d. Bid not signed by authorized signatory and/or stamped in the manner indicated in this RFP;
- e. Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
- f. Information not submitted in the formats specified in this RFP;
- g. Bid being conditional in nature;
- h. Bid not received by the Bid Submission Deadline;
- i. Bid having conflict of interest;
- j. Bidder makes any misrepresentation;
- k. Any other act of Bidder which may be unlawful for the purpose of this RFP.
- l. Bid submitted is not in requisite format(s).

5.2.2 Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up.

**5.3 EVALUATION OF BIDDER’S FULFILMENT OF ELIGIBILITY CRITERIA**

5.3.1 Evaluation of Bidder’s Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in RFP. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria as detailed out in Clause 4.1 along with provisions of Clause 4.3.2 may cause the Bid to be non-responsive.

**5.4 EVALUATION OF PRICE BID:**

5.4.1 Price Bid of the Eligible Bidder shall be opened online in presence of the representatives of such Eligible Bidder, who wish to be present, on date as may be intimated by Nodal Agency to the Bidder through Nodal Agency’s website or E-mail. The evaluation of Price Bid shall be carried out based on the information furnished. The Price Bid submitted by the Bidder shall be scrutinized to ensure conformity with the RFP. Any Bid not meeting any of the requirements of this RFP may cause the Bid to be considered “Non-responsive”.

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### 6 . SUCCESSFUL BIDDER(S) SELECTION:

- 6.1 Bid qualifying in as per Eligibility Criteria shall only be evaluated in this stage.
- 6.2 All Bidder qualifying Eligibility Criteria shall be placed as equal. Technical qualification is must for a Bidder to become eligible for assessment on Price Bid criteria.
- 6.2.1 For the selection of Successful Bidder:  
Eligible Bidder shall be required to quote for:
- 6.2.2 Site 1: MP Pollution Control Board ,Distt Bhopal**
- 6.2.3 Site 2: MP Council Science & Technology (MPCST), Obedullaganj Distt. Raisen.**
- 6.2.4 Site 3: MP Council Science & Technology (MPCST), Nehru Nagar, Bhopal.**

Project Price includes the price after adjusting the buy Back price of Item Code B for above mentioned Sites:

S. No.	Item name	Item Code	Scope of Work for Site 1	Scope of Work for Site 2	Scope of Work for Site 3
1	Supply and Installation of Inverter, Generation Meter and Net-Meter and 5 years comprehensive O&M	A	Supply of two (2) numbers of 3 phase Grid tied Fifty (50) kVA solar inverter with associated accessories such as ACDB, DCDB, protection devices, cables, Lightening Arrestor, Earthing etc. and connecting the inverter with the solar module and with main HT panel of MP Pollution Control Board.	Supply of 1 number of 3 phase Grid tied Twenty Five (25) kVA solar inverter with associated accessories such as ACDB, DCDB, protection devices, cables, Lightening Arrestor, Earthing etc. and connecting the inverter with the solar module and with main HT panel of “MP Council Science & Technology (MPCST), Obedullaganj Distt. Raisen”.	Supply of 1 number of 3 phase Grid tied Ten (10) kVA solar inverter with associated accessories such as ACDB, DCDB, protection devices, cables, Lightening Arrestor, Earthing etc. and connecting the inverter with the solar module and with main HT panel of “MP Council Science & Technology (MPCST), Nehru Nagar, Bhopal”

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		Supply of Generation Meter and associated accessories as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof.	Supply of Generation Meter and associated accessories as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof.	Supply of Generation Meter and associated accessories as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof.
		Supply of Net Meter for HT Connection, associated accessories and Synchronization of the System with the Grid as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof	Supply of Net Meter for HT Connection, associated accessories and Synchronization of the System with the Grid as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof	Approval to be taken from DISCOM to synchronize the Solar Power Plant with the existing installed NET Meter at Site.
		5-year Comprehensive Operation & Maintenance of the System	5-year Comprehensive Operation & Maintenance of the System	5-year Comprehensive Operation & Maintenance of the System

**Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

2	Buy Back Component	B	<p>All the Bidders have to quote after adjusting the buyback Value of existing battery bank, PCU and associated accessories whose specifications are as follows:</p> <ul style="list-style-type: none"> <li>• Total no.of batteries: 480</li> <li>• Make: Southern battery</li> <li>• Type: Lead Acid</li> <li>• Rating: 2V; 600Ah</li> <li>• No. of Wooden Battery Racks: 20 Nos.</li> <li>• Two(2) number of 50 kVA off-grid PCU of Neowatt make</li> <li>• Batteries and PCUs are almost 6 years old</li> </ul>	<p>All the Bidders have to quote after adjusting the buyback Value of existing battery bank, PCU and associated accessories whose specifications are as follows:</p> <ul style="list-style-type: none"> <li>• Total no.of batteries: 120</li> <li>• Make: Southern battery</li> <li>• Type: Lead Acid</li> <li>• Rating: 2V; 1000Ah</li> <li>• No. of Wooden Battery Racks: 05 Nos.</li> <li>• One number of 25 kVA off-grid PCU of Megatech make</li> <li>• Batteries and PCUs are almost 7 years old</li> </ul>	<p>All the Bidders have to quote after adjusting the buyback Value of existing battery bank, PCU and associated accessories whose specifications are as follows:</p> <ul style="list-style-type: none"> <li>• Total no. of batteries: 60</li> <li>• Make: Southern battery</li> <li>• Type: Lead Acid</li> <li>• Rating: 2V; 800Ah</li> <li>• No. of Wooden Battery Racks: 03 Nos.</li> <li>• One number of 10 kVA off-grid PCU of Megatech make</li> <li>• Batteries and PCUs are almost 7 years old</li> </ul>
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Nodal Agency shall select the Eligible Bidder whose **Net Quoted Price (i.e. after adjusting the Buy Back Value of Item Code B)** for *individual Sites is the lowest*. In case one of the Eligible Bidder’s Net Quoted Price is positive, and other Bidder has quoted Negative Net Quoted Price in such case, Bidder with Negative Net Quoted Price shall be selected as Successful Bidder.

The lowest bidder evaluated from price bid (format 10) shall give his consent to work on the lowest percentage received on the said SOR, quoted by any of the bidder.



## **Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

- 6.3 If Qualified Bidder L1 declines to do the work, then his Bid Security shall be forfeited, and next ranked L2 Bidder will be invited to match the L1 price and execute the work. If he also declines the process goes on till the work allocation is done.
- 6.4 If none of the Eligible Bidder shows interested to match the L1 price then the final decision will be taken by the appropriate authority of MPUVN.
- 6.5 As per timelines stipulated in this RFP, Work Order will be issued to the Qualified Bidder with lowest Net Quoted Price as per the provisions of the RFP.
- 6.6 Separate Work Orders will be given for a Project at each Site to the Successful Bidder.
- 6.7 If Successful Bidder fails to acknowledge the same within the stipulated time, the Nodal Agency reserves the right to annul/cancel the Work Order of such Successful Bidder.
- 6.8 Nodal Agency at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever.
- 6.9 Nodal Agency at its sole discretion may allocate the additional work with similar “Technical Specifications” for any other Government Institutions at Quoted Price to the Successful Bidder.
- 6.10 “Scope of Work” for additional work can be the combination of all the works or some works as defined in this RFP but scope of work will always include “Supply of inverter with same capacity as in this RFP”.
- 6.11 The additional work can be up to extent of 2 times of bidding capacity of Site 1, Site 2 & Site 3 respectively of this RFP.
- 6.12 The additional allocation will be done only after the Contractor will successfully execute his work as per given scope of work in the Work Order and submitted the required documents as mentioned in the RFP Clause 7.10.
- 6.13 If Nodal Agency has awarded additional works to the Contractor, separate Work Order will be issued and separate Performance Bank Guarantee of required Validity Period and value should be submitted by the contractor as per RFP Clause 4.12 within 7 days of issuance of work order.
- 6.14 The terms and conditions of this RFP shall be applicable to the Contractor for additional allocation of Works as well.
- 6.15 The additional work allocation can be done till Contract Validity Period.

**SECTION III  
SCOPE OF WORK**

**7 DETAILS OF WORKS:**

System Distribution and Scope of Work:

<b>S. No.</b>	<b>Item name</b>	<b>Item Code</b>	<b>Scope of Work for Site 1</b>	<b>Scope of Work for Site 2</b>	<b>Scope of Work for Site 3</b>
1	Supply and Installation of Inverter, Generation Meter and Net-Meter and 5 years comprehensive O&M	A	Supply of two (2) numbers of 3 phase Grid tied fifty (50) kVA solar inverter with associated accessories such as ACDB, DCDB, protection devices, cables, Lightning Arrestor, Earthing etc and connecting the inverter with the solar module and with main HT panel of MP Pollution Control Board.	Supply of 1 number of 3 phase Grid tied Twenty Five (25) kVA solar inverter with associated accessories such as ACDB, DCDB, protection devices, cables, Lightning Arrestor, Earthing etc. and connecting the inverter with the solar module and with main HT panel of “MP Council Science & Technology (MPCST), Obedullaganj Distt. Raisen”.	Supply of 1 number of 3 phase Grid tied Ten (10) kVA solar inverter with associated accessories such as ACDB, DCDB, protection devices, cables, Lightning Arrestor, Earthing etc and connecting the inverter with the solar module and with main HT panel of “MP Council Science & Technology (MPCST), Nehru Nagar, Bhopal”
			Supply of Generation Meter and associated accessories as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof.	Supply of Generation Meter and associated accessories as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof	Supply of Generation Meter and associated accessories as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof

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			Supply of Net Meter, for HT Connection associated accessories and Synchronization of the System with the Grid as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof	Supply of Net Meter, for HT Connection associated accessories and Synchronization of the System with the Grid as per Madhya Pradesh Policy for Decentralized Renewable Energy Systems, 2016 and its amendment thereof and MPERC (Grid Connected Net Metering) Regulations, 2015 and subsequent amendments thereof	Approval to be taken from DISCOM to synchronize the Solar Power Plant with the existing installed NET Meter at Site.
			5-year Comprehensive Operation & Maintenance of the System	5-year Comprehensive Operation & Maintenance of the System	5-year Comprehensive Operation & Maintenance of the System
2	Buy Back Component	B	<p>All the Bidders have to quote after adjusting the buyback Value of existing battery bank, PCU and associated accessories whose specifications are as follows</p> <ul style="list-style-type: none"> <li>• Total no. of batteries: 480</li> <li>• Make : Southern Battery</li> <li>• Type : Lead Acid</li> <li>• Rating : 2 V / 600 Ah</li> <li>• No. of Wooden Battery Racks: 20 Nos.</li> <li>• Two (2) Nos. of 50 kVA offgrid PCU of NEOWATT Make</li> <li>• Batteries and PCUs are almost 6 years Old</li> </ul>	<p>All the Bidders have to quote after adjusting the buyback Value of existing battery bank, PCU and associated accessories whose specifications are as follows:</p> <ul style="list-style-type: none"> <li>• Total no. of batteries: 120</li> <li>• Make : Southern Battery</li> <li>• Type : Lead Acid</li> <li>• Rating : 2 V / 1000 Ah</li> <li>• No. of Wooden Battery Racks: 05 Nos.</li> <li>• One (1) No. of 25 kVA offgrid PCU of MEGATECH Make</li> <li>• Batteries and PCUs are almost 7 years Old</li> </ul>	<p>All the Bidders have to quote after adjusting the buyback Value of existing battery bank, PCU and associated accessories whose specifications are as follows:</p> <ul style="list-style-type: none"> <li>• Total no. of batteries: 60</li> <li>• Make : Southern Battery</li> <li>• Type : Lead Acid</li> <li>• Rating : 2 V / 800 Ah</li> <li>• No. of Wooden Battery Racks: 03 Nos.</li> <li>• One (1) No. of 10 kVA offgrid PCU of MEGATECH Make</li> <li>• Batteries and PCUs are almost 7 years Old</li> </ul>

## **Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

- 7.1 Dismantling the existing the battery pack, non-required connecting cables and associated accessories for all sites will be in the scope of the contractor.
- 7.2 Dismantling the existing PCU, non-required connecting cables and associated accessories. for all sites will be in the scope of the contractor
- 7.3 Contractor must follow the guidelines and its latest amendments defined by MoEF for handling, collection, reception, storage, transportation, dismantling, recycling, treatment and disposal of Lead Acid batteries and PCUs.
- 7.4 It is mandatory to execute the material related to e-Waste i.e Scrapped Batteries, PCU etc. to the authorized institutions / recyclers, which shall be authorized by the Central / M.P Pollution Control Board. The certificate of authorized recyclers / institutions for e-Waste disposal of Scrapped batteries, PCU etc. issued by the Central / M.P Pollution Control Board, is required to be submitted. It is mandatory to follow the procedures laid down by M.P Pollution Control Board in this regard. The Contractor should also follow MNRE guidelines for the disposal of PCUs & scrapped batteries and recycling such as E-Waste management Rules 2016 and latest amendments, etc.
- 7.5 THE SCOPE OF WORK SHALL ALSO INCLUDE THE FOLLOWING:**
  - 7.5.1 Detailed planning of time bound smooth execution of Project which includes inspection of sites before starting the work.
  - 7.5.2 In case if some modules of any of the sites is found damaged or faulty, accordingly the system capacity should be reduced after removing of the damaged or faulty modules. If more than 70% Modules are found damaged or faulty at any site, the order shall stand cancelled for that site.
  - 7.5.3 Contractor shall provide the design of the System with connection diagram of solar panels with the inverter, Generation Meter & Net Meter and connectivity of the System with the grid as per prevailing policy and regulation.
  - 7.5.4 Metering and grid connectivity of the Projects would be the responsibility of the Contractor in accordance with the prevailing guidelines of the concerned distribution licensee and/or CEA and Net Metering provisions in the state of MP. Nodal Agency may facilitate in the process; however, the entire responsibility lies only with the Contractor (required meters shall be provided by the Contractor at their own cost).
  - 7.5.5 Comprehensive Operation and Maintenance of the Restored Solar Plant for five (5) years to assure seamless operation and maintenance.
  - 7.5.6 Coverage of risk liability of all personnel associated with implementation and realization of the Project;
  - 7.5.7 Training of at least two persons to be nominated by user at the location , on the various aspects of design and maintenance of the System after Commissioning shall also submit the operation & maintenance manuals with Do's and Don'ts & troubleshooting/ remedies of minor fault related to the equipment as per applicable specifications/ norms/ security & safety code/ Procedure.
  - 7.5.8 The Contractor shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the period of warranty period.

## **Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

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- 7.5.9 Comprehensive O&M of the System, from the date of the commissioning of Project has to be carried out by the Contractor. Comprehensive O &M of the System shall be for five (5) years from the date of commissioning. It shall include Preventive / Routine Maintenance and Breakdown Maintenance. Whenever a fault / failure / breakdown / malfunctioning occurs, the Contractor has to rectify the fault within 72 hours from the time of occurrence of fault.
- 7.5.10 Any complaint related to unserviceability/improper functioning of the connected equipment in the System, which is not attended and rectified within 72 hours, shall attract a penalty of Rs. Five hundred (500) per 24 hours, which shall be deducted from the PBG at the end of every year of operation.
- 7.5.11 The Contractor has to ensure proper arrangements for periodic cleaning of panels (at least 12 cycles in a Year) in order to maintain the requisite performance expectations.
- 7.5.12 If the Contractor is found unable to complete the rectification or maintenance work within the specified time period as mentioned in the above clause 7.5.9, MPUVNL will be free to carry out the work, but at Contractor's cost and risk. Any loss or damage that MPUVNL may sustain due to such failure on the part of the Contractor, recovery of such loss or damage shall be made from any payment payable to the Contractor.
- 7.5.13 The Contractor must maintain all the records pertaining to any faults / failure / defect / breakdown / malfunctioning and replacement of any spare or consumables from the inventory.
- 7.5.14 Any additional work, which is not covered above but is related and required to be done. These additional works shall have to be carried out as per relevant SOR's, on prior approval of MPUVNL.
- 7.6 GRID CONNECTION:**
- 7.6.1 The Contractor shall be responsible for synchronization of the Project with licensee's network.
- 7.6.2 Connectivity of Project with the licensee's HT network as per Category-I for Site 1, Site 2 & Site 3 of MP Renewable Energy Rooftop Policy-2016 and its latest amendments.
- 7.6.3 Completion and Commissioning of the Projects, as per RFP.
- 7.7 INSURANCE:**
- 7.7.1 The Contractor shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft to the third party/ material / equipment / properties after completion of the work(s). Before commencement of the work, the Contractor will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, Death, Bankruptcy etc., shall be the responsibility of Contractor.

**7.8 WARRANTY AND GUARANTEES:**

- 7.8.1 The Bidder shall warrant that the goods supplied under this RFP / Work Order are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and Materials as per standards specified in the technical specifications of this RFP. The Contractor shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of five (5) years from the date of commissioning.
- 7.8.2 The responsibility of operation of warranty and guarantee clauses and claims/ settlement of issues arising out of said clauses shall be responsibility of the Contractor and Nodal Agency will not be responsible in any way for any claims whatsoever on account of the above.

**7.9 TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP:**

- 7.9.1 The Bidder shall warrant that the goods supplied under this RFP / Work Order are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials as per standards specified in the technical specifications of this RFP. The Contractor shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of five (5) years from the date of commissioning.
- 7.9.2 The design, engineering, manufacture, supply, installation, testing, commissioning and performance of the equipment shall be in accordance with latest/ appropriate IEC/Indian Standards as detailed in the technical specifications of this RFP or its subsequent amendments. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ electricity regulators/ Nodal Agency shall be used. All the relevant test certifications must be kept valid up to the period of the contract (as applicable). The specifications of the components should meet the technical specifications mentioned in this RFP or its subsequent amendments.
- 7.9.3 Any supplies which have not been specifically mentioned in this RFP but which are necessary during installation or Comprehensive O&M period shall be provided by the Contractor without any extra cost and within the time schedule for efficient and smooth installation, commissioning and Comprehensive O &M of the equipment.
- 7.9.4 Nodal Agency may at its option, replace or rectify such defective materials and / or work and recover the extra cost so involved from the Contractor plus fifteen percent service charges of the cost of such rectification, from the Contractor and / or terminate the Work Order for balance work/ supplies with enforcement of penalty as per Work Order.

**7.10 REQUISITE CERTIFICATIONS:**

- 7.10.1 **Completion Certificate:** When the Contractor fulfils his obligation under the Agreement, it submits the signed Inspection Report of the Work(s) as per prescribed format which shall be considered as deemed Completion Certificate for the Project.

## **Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

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7.10.2 **Commissioning Certificate:** After Completion of the Project, the Nodal Agency shall issue

Commissioning certificate to the contractor after:

7.10.2.1 Submission of signed inspection report.

7.10.2.2 Installation of Net Meter and DISCOM approval on it. (Attach Net-Meter Sealing Report/Net Meter Charging Report.

**SECTION IV**

**TERMS AND CONDITION FOR PAYMENT**

**8 PAYMENT TERMS: The details of Payment Schedule are given below:**

**8.1 Scenario 1: If Buy-Back price of Scrap Items of individual Sites is greater than Project Price of each site**

<i>Particulars</i>	<i>Terms and Conditions</i>	<i>Payment Schedule</i>
Milestone 1	Within 15 days of issuance of Work Order	20% of Net Price of the Project to be paid by the contractor to MPUVN.
Milestone 2	<p>On the fulfilment of Clause 7 and after submission of following documents:</p> <ul style="list-style-type: none"> <li>• Completion Certificate as per provisions of Clause 7.10.1 of this RFP;</li> <li>• Appropriate Bills along with Challan in Triplicate</li> <li>• Signed Inspection Report along with duly signed Completion certificate by Contractor and Inspecting Authority.</li> <li>• Contractor has to be registered under Goods and Service Tax Act-2017. Applicable Taxes shall be deducted at source.</li> <li>• A certificate from any licensee or contractor/supervisor certifying that the electrical internal/external electrical work carried out is in accordance with the norms of electrical safety standards.</li> <li>• Commissioning Certificate for the Projects as per provisions of Clause 7.10.2..</li> <li>• Handing over certificate duly signed by user/end consumer and Inspecting Authority</li> </ul>	<p>After paying remaining 80% of Net Price of the Project by the contractor to MPUVN, the contractor can take the batteries, PCU and associated accessories as per buy-back list of items</p>



**8.2 Scenario 2: If Project price is greater than Buy-back Price**

<b>Particulars</b>	<b>Terms and Conditions</b>	<b>Payment Schedule</b>
Milestone 1	<ul style="list-style-type: none"> <li>• Completion Certificate as per provisions of Clause 7.10.1 of this RFP;</li> <li>• Appropriate Bills along with Challan in Triplicate</li> <li>• Signed Inspection Report along with duly signed Completion certificate by Contractor and Inspecting Authority.</li> <li>• Contractor has to be registered under Goods and Service Tax Act-2017. Applicable Taxes shall be deducted at source.</li> <li>• A certificate from any licensee or contractor / Supervisor certifying that the electrical internal/external electrical work carried out is in accordance with the norms of electrical safety standards.</li> </ul>	For release of eighty percent (80%) payment by the Nodal agency to Contractor, the Contractor shall present the following documents.
Milestone 2	<ul style="list-style-type: none"> <li>• Commissioning Certificate for the Projects as per provisions of Clause 7.10.2.</li> <li>• Handing over certificate duly signed by user/end consumer and Inspecting Authority</li> </ul>	Remaining payment of twenty percent (20%) of Work Order value shall be paid to Contractor after submission of the following documents

8.3 MPUVNL shall recover/ adjust LD/penalty from any payments due to the Contractor. If recovery/adjustment is not possible from payments due, the same shall be done through PBG against the work order concerned

8.4 In case any PBG is utilized, partly or fully, towards recovery/ adjustment of LD/ penalty, the same shall be replenished to its original value and remaining Validity Period within seven (7) days of written communication on this behalf from MPUVNL to Contractor.

**SECTION V  
CHECKLIST**

**9 Checklist Envelop-I:**

S.No.	Particular	Format No.	Copy Yes / No	Attached
1.	Covering Letter	1	Yes / No	
2.	Bid processing Fee(online)	-	Yes / No	
3.	Bid Security (Bank Guarantee)	-	Yes / No	
4.	Checklist for PBG submission	5	Yes / No	

**10 Checklist Envelop-II:**

S.No.	Particular	Format No.	Copy Attached
1	Power of Attorney in favour of authorized signatory, on requisite value of stamp paper (Rs. 1000/-).	6	Yes / No
2	Board Resolution in support of power of attorney in favor of authorized signatory (applicable for companies)	-	Yes / No
3	General Particulars	2	Yes / No
4	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5	Declaration for Eligibility Criteria Requirement	7 & 8	Yes / No
6	Certificate of Incorporation	-	Yes / No
7	Declaration	10	Yes / No
8	Technical Eligibility (Work Order/Contract/ Agreement)	-	Yes / No
9	Technical Eligibility (Completion Certificate)	-	Yes / No
10	RFP Document Sealed and Signed along with the corrigenda and addenda (If any)		Yes / No

**SECTION VI  
TECHNICAL PARAMETERS**

The proposed Project shall be completed as per the technical specifications given below.

**11 PARAMETERS:**

- 11.1 A Project consists of Grid Connected Inverter consisting of Maximum Power Point Tracker, Controls & Protections, interconnect cables and switches, generation meter and net meter. Project should be designed with necessary features to synchronize with the grid. Components and parts used in the Project including inverter etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

**12 DC DISTRIBUTION BOARD BASED ON SYSTEM DESIGN REQUIREMENTS:**

- 12.1 DC Distribution panel to receive the DC output from the array field.
- 12.2 DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the Inverter along with necessary surge arrestors.

**13 AC DISTRIBUTION PANELBOARD:**

- 13.1 AC Distribution Panel Board (DPB) shall control the AC power from inverter and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- 13.2 All switches and the circuit breakers, connectors should conform to the necessary IEC standards including IEC 60947, part I, II and III/ IS60947 part I, II and III.
- 13.3 The changeover switches, cabling work should be undertaken by the Contractor as part of the project.
- 13.4 All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50Hz.
- 13.5 The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- 13.6 All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- 13.7 Should conform to Indian Electricity Act and rules (till last amendment).
- 13.8 All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and

satisfactory performance under the following supply conditions: -

Variation in supply voltage	+/- 5 %
Variation in supply frequency	+/- 3 Hz

**14 Grid Connected/Tied Inverter:**

14.1 As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. In addition, the Inverter shall also house MPPT (Maximum Power Point Tracker). Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

- Switching devices: IGBT/MOSFET
  - Control Microprocessor/DSP
  - Nominal AC output voltage and frequency:440V(Line Voltage),3Phase,50Hz
  - Output frequency: 50Hz
  - Grid Frequency Synchronization range: + 3 Hz or more
  - Ambient temperature considered: -20o C to 50°C
  - Humidity: 95 %Non-condensing
  - Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
  - Grid Frequency Tolerance range: + 3 or more
  - Grid Voltage tolerance: - 20% & + 15%
  - No-load losses: Less than 1% of rated power
  - Inverter efficiency(minimum):>98%
  - THD: <3%
  - PF: >0.9
- a. Inverter shall be capable of complete automatic operation including wake-up, synchronization &shutdown.
  - b. The output of power factor of inverter is suitable for all voltage ranges or sink of reactive power; inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
  - c. Built-in meter, data logger and remote monitoring System to monitor System performance retrievable through remote computer/server shall be provided.

- d. The inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068- 2(1,2,14,30)/Equivalent BIS Std.
- e. The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068 - 2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529specifications.
- f. The inverters should be tested from the MNRE approved test centers/NABL/BIS/IEC accredited testing-calibration laboratories. In case of imported inverters, it should be approved by international testing facilities.

**15 INTEGRATION OF PV POWER WITHGRID:**

Contractor shall connect the output from the Inverter with the existing grid interface System.

**16 PROTECTIONS:**

- 16.1 The inverter shall include appropriate self-protective and self-diagnostic feature to protect itself and the PV array from damage in the event of its component failure or from parameters beyond the inverter's safe operating range due to internal or external causes. In addition, it shall have following minimum protection against various possible faults:
- a) Grounding Leakage fault
  - b) Over voltage and current protection
  - c) Protection against islanding of grid (Anti-islanding)
  - d) Provision for input and output isolation
  - e) Provision for reverse protection against back flow of energy to the grid
  - f) The output power factor of the inverter should be of suitable range to supply or sink reactive power. The inverter shall have internal protection arrangement against any sustained fault in the feeder line and against lightning in the feeder line.

**17 NET METER:**

The standards of the Net Meter should be as per the provisions mentioned in MP Rooftop Renewable Energy Policy, 2016 or as amended by MPERC/CEA.

**18 GENERATION METER**

Every solar rooftop consumer under this tender is required to install a separate Generation Meter at the Sites, as per prescribed standards, in case the generation metering arrangement is not provided in the Inverter of the RE System. The generation meter shall conform to the standards for net meter provided in Annexure I of the first amendment to Madhya Pradesh

Policy for Decentralized Renewable Energy Systems, 2016.

**19 TOOLS & TACKLES AND SPARES:**

- 19.1 The requirement of maintaining tools, tackles and spares at each Site or at service center is left to the discretion of the Contractor with a condition that the same would be made available immediately as and when required.
- 19.2 The Contractor are advice to ensure a response time as mentioned in Clause (under special circumstances, additional time limit may be considered).
- 19.3 Minimum requisite spares to be maintained by the Contractor, in case of Inverter comprising of a set of control logic cards, IGBT driver card sets. Junction Boxes, fuses, MOVs / arrestors, MCCBs etc. shall be maintained at Site or at nearest service centre for the entire period of Comprehensive O&M.

**20 DANGER BOARDS AND SIGNAGES:**

- 20.1 Danger boards should be provided as and where necessary as per IE Act. / IE rules as amended up to date.

**21 DRAWINGS & MANUALS:**

- 21.1 Two sets of Engineering, electrical drawings and Installation and Comprehensive O&M manuals are to be supplied. Contractor shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid with basic design of the System and power evacuation, synchronization as also protection equipment.
- 21.2 Approved ISI and reputed makes for equipment bemused.
- 21.3 For complete electro-mechanical works, Contractor shall supply complete design, details and drawings to Nodal Agency.

**22 SAFETY MEASURES:**

- 22.1 The Contractor shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

**SECTION VII**

**FORMATS FOR SUBMITTING RFP**

**FORMAT 1: COVERING LETTER**

**(The covering letter should be on the Letter Head of the Bidder)**

**Ref. No.**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**From:**

**(Insert name and address of Bidder)**

**Tel.:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**To:** \_\_\_\_\_

Madhya Pradesh Urja Vikas Nigam Limited

(A Government of Madhya Pradesh Enterprise)

Urja Bhawan, Link Road No. 2,

Shivaji Nagar, Bhopal -462016

Sub: Request for Proposal (RFP) for **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the System with the Grid and Net Metering”** with RFP Specification No.....

Dear Sir,

We, the undersigned \_\_\_\_\_ [insert name of the Bidder] having read, examined and understood in detail the RFP for Request for Proposal (RFP) for **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the System with the Grid and Net Metering”**, hereby submit our Bid comprising of Price Bid and

Technical Bid. We confirm that neither we nor any of our Affiliate has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

We give our unconditional acceptance to the RFP, dated \_\_\_\_\_ and RFP attached there to, issued by Madhya Pradesh Urja Vikas Nigam Limited, as amended. As a token of our acceptance to the RFP, the same have been initialed by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall be binding onus.

**Bid Security**

We have submitted the required Bid Security of amount Rs. 10,000/- (Rupees Ten Thousand Only), subject to clause 4.11, as mentioned in this RFP. We have submitted our Price Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

**Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by Madhya Pradesh Urja Vikas Nigam Limited in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of Projects of capacity offered.

**Familiarity with Relevant Indian Laws & Regulations**

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

**Contact Person**

Details of the contact person are furnished as under:

Particulars	Description
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	



E-mail address

We are enclosing herewith the Envelope-I (Covering letter) and Envelope-II (Technical documents) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Madhya Pradesh Urja Vikas Nigam Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 30 days from Bid Submission Deadline. We confirm that we have not taken any deviation so as to be deemed on-responsive.

Dated the \_\_\_\_ day of \_\_\_\_\_ 2020

Thanking you,

We remain,

Yours faithfully,

**Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution.**

**FORMAT 2: GENERAL PARTICULARS OF THE BIDDER\***

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Website	
5	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
6	Year of Incorporation	
7	Have the Bidder/Company ever been debarred By any Govt. Dept. / undertaking for undertaking any work.	
8	Reference of any documentation formation attached by the Bidder other than specified in the RFP.	
9	Bidder is listed in India	Yes/No
10	GST No.	
11	PAN No.	
12	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
13	Partnership deed or LLP/ Sole Proprietor registration (as applicable) enclosed	Yes/No

\_\_\_\_\_  
(Signature of Authorized Signatory)

**With Stamp**

\*Note: Bidder shall provide incorporation certificate, partnership deed, GSTIN registration certificate and should be labelled according to the serial no. as mentioned in the table.

**FORMAT 3: SHAREHOLDING CERTIFICATE**

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

\_\_\_\_\_  
(Signature of Authorized Signatory) With Stamp

\_\_\_\_\_  
(Signature of Company Secretary/Director/Chartered Accountant)

**FORMAT 4: FORMAT FOR PERFORMANCE BANK GUARANTEE**

**(To be on non-judicial stamp paper of appropriate value)**

In consideration of the [*Insert name of the Bidder*] (here in after referred to as (Contractor) submitting the response to RFP inter alia for selection of the Request for Proposal (RFP) for **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the System with the Grid and net metering”** in response to the RFP No.

\_\_\_\_\_ Dated \_\_\_\_\_ issued by Madhya Pradesh Urja Vikas Nigam Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of [*insert the name of the Contractor*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Contractor of the Project and issuing Work order No. \_\_\_\_\_ to (*Insert Name of Successful Bidder*) as per terms of RFP and the same having been accepted by the Qualified Bidder. As per the terms of the RFP, the [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [*Insert Name of the Place from the address of the Nodal Agency*] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount up to and not exceeding Rupees \_\_\_\_\_ [*Rupees \_\_\_\_\_ (Total Value in words)*] only, on behalf of M/s [*Insert name of the Contractor*]. 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 Work Order 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 Work Order.

Our liability under this Guarantee is restricted to Rupees \_\_\_\_\_ (both in numbers and words)

Our Guarantee shall remain in force until Nodal Agency shall been titled to invoke this Guarantee till \_\_\_\_\_. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency 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 Nodal Agency, made in any format, raised at the above-mentioned

address of the Guarantor Bank, in order to make the said payment to Nodal Agency.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees \_\_\_\_\_ (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 Nodal Agency serves upon us a written claim or demand.

\_\_\_\_\_

Signature

Name

Power of Attorney No.

For

[Insert Name of the Bank]

**Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

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Banker's Stamp and Full Address.

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

Witness:

\_\_\_\_\_

Signature

Name and Address \_\_\_\_\_

\_\_\_\_\_

Signature

Name and Address \_\_\_\_\_

**FORMAT 5: CHECK LIST FOR PBG (PBG)**

S.No.	Details of checks	YES/NO
1	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
2	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six (6) months from the date of execution of BG).	
3	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. /Signing Power no. on the BG?	
4	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
5	Does the Performance Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
6	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
7	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	

**FORMAT 6: POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of appropriate value)**

Power of Attorney to be provided by the Bidder in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, we (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr. /Ms. (name & residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the System with the Grid and Net Metering”** in response to the RFP No ..... Dated: \_\_\_\_\_ issued by Nodal Agency including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Nodal Agency may require us to submit. The aforesaid Attorney is further authorized for making representations to the Madhya Pradesh Urja Vikas Nigam Limited and providing information / responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

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

through the hand of

Mr \_\_\_\_\_



duly authorized by the Board to issue such Power of Attorney

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

Accepted

\_\_\_\_\_

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

\_\_\_\_\_

(Signature of the executant)

(Name, designation and address of the executant)

\_\_\_\_\_

Signature and stamp of Notary of the place of execution

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

WITNESS

\_\_\_\_\_

(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_

(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

**FORMAT 7: TECHNICAL ELIGIBILITY CRITERIA  
REQUIREMENT**

To, (To be submitted on the letterhead of Bidder)

Madhya Pradesh Urja Vikas Nigam Limited

\_\_\_\_\_

\_\_\_\_\_

Bhopal

Dear Sir,

Sub: **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the System with the Grid and Net Metering”** in response to the RFP No:.....Dated:

\_\_\_\_\_

We submit our Bid (as *per provisions of the RFP*) for which details of Technical Eligibility Criteria\* Requirements are as follows.

S. No.	Name of the System	Name of the Client	System Capacity (in kW)	Work Order Reference number	Whether System is Commissioned (Yes/No)

Yours faithfully

\_\_\_\_\_  
(Signature and stamp of Authorized Signatory of Bidder)

Name: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

\*Note: Bidder shall provide projects details with their completion and commissioning certificate attached in the same sequencing and should be labelled according to the serial no. as mentioned in the table.

**FORMAT 8: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT**

(To be submitted on the letterhead of the Bidder)

To,

Madhya Pradesh Urja Vikas Nigam Limited,

\_\_\_\_\_  
\_\_\_\_\_

Bhopal.

Dear Sir ,

Sub: **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the System with the Grid and Net Metering”** in response to the RFP No:.....Dated:.....

We submit our Bid for which details of our Financial Eligibility Criteria Requirements are as follows.

Turnover in Indian Rupees\_\_\_\_\_Lakh computed as per instructions provided in this RFP based on unconsolidated audited annual accounts. The relevant financial statement for respective years shall be enclosed, duly signed by authorized signatory.

Name of Entity being evaluated	Financial Year	Turnover (INR Lakh)
	2019-20	
	2018-19	
	2017-18	

Yours faithfully

\_\_\_\_\_  
(Signature and stamp of Authorized Signatory of Bidder)

Name:\_\_\_\_\_

Date:\_\_\_\_\_

Place:\_\_\_\_\_

\_\_\_\_\_  
(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidder.

Name:\_\_\_\_\_

## **Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

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Date: \_\_\_\_\_

Place:

### **Notes:**

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

**FORMAT 9: DECLARATION**

**(Required to be submitted by the Bidder on Original Letter Head of company)**

**We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.**

1. We declare that we have not been blacklisted or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of MPUVN.
  
2. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract/ Agreement/ Work Order shall be entirely ours.
  
3. If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

**Conversion of Existing Off-Grid Solar Plant and 5 Years CMC**

**Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

**FORMAT 10: PRICE BID**

*Only for Reference purpose, not to be filled*

S. No.	Item name	MP Pollution Control Board ,Distt Bhopal (2x50 kW)	MP Council Science & Technology, Obedullaganj, Distt. Raisen (1x25 kW)	MP Council Science & Technology, Obedullaganj, Distt. Bhopal (1x10kW)
		Price including taxes (Rs.)	Price including taxes (Rs.)	Price including taxes (Rs.)
1	Supply & Installation of Inverter, Generation Meter, Net-Meter as per details given in the scope of work and 5 years comprehensive Operation and Maintenance of the system after adjusting the Buy Back Value of Item Code B			

1. The contractor should quote in figures as well as in words, the rate offered by them.
2. The bidders are not required to submit hard copies of above referred SOR with there proposal.
3. The Payment of Civil work (if any) and Electrical Works ( if Any) shall be made on SOR basis as per the actual measurement at site on at par rates of SOR

**(Seal & Sign. of the Participant)**

**FORMAT 11: FORMAT FOR BID SECURITY**

**(To be on non-judicial stamp paper of appropriate value)**

In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as (Contractor) submitting the response to RFP inter alia for selection of the Request for Proposal (RFP) for **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the system with the Grid and net metering”** in response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Madhya Pradesh Urja Vikas Nigam Limited (*herein after referred to as Nodal Agency*) and Nodal Agency considering such response to the RFP of [*insert the name of the Contractor*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees). As per the terms of the RFP, the [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [Insert Name of the Place from the address of the Nodal Agency] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Rupees \_\_\_\_\_ (*Total Value in words*)] only, on behalf of M/s [*Insert name of the Contractor*]. This guarantee shall be valid and binding on this Bank upto and including \_\_\_\_\_ [*insert date of validity in accordance with this RFP*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of Work Order or by any other reasons whatsoever and our liability here under 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 Work Order.

Our liability under this Guarantee is restricted to Rupees \_\_\_\_\_ (both in numbers and words)

Our Guarantee shall remain in force until Nodal Agency shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date of validity in accordance with this RFP*]. The Guarantor Bank hereby agrees and acknowledges that Nodal Agency shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

**Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and not withstanding any objection by [*Insert name of the Contractor*]. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder. 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 Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Contractor, to make any claim against or any demand on the Contractor or to give any notice to the Contractor or to enforce any security held by Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Contractor.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees \_\_\_\_\_ (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 Nodal Agency 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:

\_\_\_\_\_

Signature



**Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

Name and Address\_\_\_\_\_

\_\_\_\_\_

Signature

Name and Address\_\_\_\_\_

**FORMAT 12: AGREEMENT**

*(To be stamped in accordance with Stamp Act)*

This agreement is signed on this---- (day) -----of---- (month) ----of---- (year) at Bhopal between M/s ----- (here-in-after called as “Party

No 1”), and Madhya Pradesh Urja Vikas Nigam Ltd., Bhopal (here-in-after called as “Party No.2”), on the following terms and conditions:

That, the “Party No.1” has agreed to Execute Work as per Scope, Specifications and all terms and conditions mentioned in the RFP No:.....Dated:..... issued by “PartyNo.2”.

That, the “Party No.1” has also agreed to execute work of **“Conversion of Existing Non-Functional Off Grid Solar Plant at State Govt. Institutions along with five (5) years of Comprehensive Operation and Maintenance, Connectivity & Synchronization of the system with the Grid and net metering”** as per scope of work, specifications and all terms and conditions mentioned in RFP No:

..... Dated: ..... issued by “Party No.2”, on the rates already accepted / agreed upon as mentioned in the annexed “Financial Bid” sheet, on standardized rates.

That, the rates shown in the Financial Bid sheet(s) enclosed are valid up to--20.

That, all terms and conditions, scope of work and specifications mentioned in RFP No: .....Dat ed:

.....issued by“PartyNo.2”, which have been agreed upon and also the condition(s) contained in the correspondence(s) made in this matter will also form part of this Agreement.

That all the terms and conditions of the Agreement for five (05) years warranty cum Comprehensive O&M shall form part of this agreement.

That, in the event of any dispute or difference whatsoever arising under this Agreement, the same shall be referred to arbitrator which shall be as per the provisions of the Indian Arbitration Act, 1996 and the Rule(s) there under. All the proceedings under arbitration will take place in Bhopal. The award in such arbitration shall be final and binding on both the parties. In this case, the

**Conversion of Existing Off-Grid Solar Plant to Grid Connected systems with 5 Years CMC**

arbitrator shall be Principal Secretary, New and Renewable Energy Department, Govt. of Madhya Pradesh / Managing Director, M.P. Urja Vikas Nigam Ltd., Bhopal.

The agreement will be valid up to ----- (*thirteen months from the date of signing of the agreement*). The validity period may be extended further with the Mutual Consent on unchanged Terms & Condition(s), Specification(s) and Rate(s) up to a maximum of three months.

For, the matter(s) of any dispute between the “PartyNo.1” and “PartyNo.2” shall be subjected to Bhopal jurisdiction.

That, this agreement executed between the parties who affix their signatures at Bhopal, in witness whereof the parties hereto have signed the agreement:

Witnesses;

Party No.1

1.

Party No.2

2.

**FORMAT 13**

**CERTIFICATE OF HALF YEARLY VISITS**

**(To be filled during 5 years warranty & CMC period)**

I Half year / II Half year (from.....to.....)

This is to certify that M/s ..... has conducted preventive / routine maintenance / corrective maintenance services of Solar Power Plant restored at the beneficiary's place at ..... District. .... against the work order no ..... Dated .....and commissioned on....., and that the preventive / routine maintenance and breakdown / corrective maintenance work during the I/II Half year (from.....to.....) of the year ..... has been done properly to ensure 100% functionality of the systems. This is also to certify that the system is working satisfactorily.

Date

Place

Name of Site :

Signature, Name, designation and seal of **contractor**

Signature, Name, designation and **Beneficiary Organization**

Signature, Name, designation and seal of **DREO**