

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings



Madhya Pradesh Urja Vikas Nigam Limited

Request for Proposal (RFP)

For

Standardization of Rate for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

RFP No: F/UVN/2021/EMC/2022-23/1143

Date: 31/05/2022

Issued by:-

Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)

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

Telephone No.: +91-755-2553595, 2556566, 2767270

Fax No: 91-755-2553122

Contents

BID DATA SHEET	5
INTERPRETATIONS	8
SECTION-I: INSTRUCTIONS TO BIDDERS	9
SECTION II: ELIGIBILITY CRITERIA	21
SECTION-III: SCOPE OF WORK	24
SECTION IV: CHECKLIST	29
SECTION V: FORMATS FOR SUBMITTING RFP	30
FORMAT 1: Covering letter	30
FORMAT 2: General particulars of the bidder	32
FORMAT 3: Shareholding certificate for company / partner contribution in a partnership firm.....	33
FORMAT 4: Bid security	34
FORMAT 5: Performance bank guarantee	35
FORMAT 6: Power of attorney	37
FORMAT 7: Financial Proposal Format	39
FORMAT 8: Undertaking form	40
FORMAT 9: Format for consortium agreement.....	42
FORMAT 10: Power of attorney in favor of lead member of the consortium.....	45
FORMAT 11: Declaration.....	47
FORMAT 12: Undertaking	48
SECTION VI: FORMAT OF CONTRACT AGREEMENT	49
Contract Agreement.....	49

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings



Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016
Telephone No.: +91-755-2553595, 2556566, 2767270;
website: <http://www.mprenewable.nic.in>, Email: emc.mpuvn@gmail.com

RFP No: F/UVN/2021/EMC/2022-23/1143

Dated: 31.05.2022

Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL) invites tender for standardization of rate from eligible bidders for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings.

Interested bidders may submit their proposals online on mptenders.gov.in

Name of Work: - Standardization of rate Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings.

Key dates:

S. No.	Particulars	Details
1	Cost of document (Online payment only)	Rs 5,000/- (Rupees One Thousand Only)
2	Bid Security	Rs 20,000/- (Rupees Twenty Thousand Only)
3	RfP Sale Start Date & Time	27.06.2022 (10:00 PM)
4	Pre Bid Meeting Date & Time	05.07.2022 (3:00 PM)
5	Bid document purchase end date and time	24.07.2022 (10:00 PM)
6	Bid Submission End Date & time Technical & Financial (Online)	25.07.2022 (5:00 PM)
7	Hard Copy Submission of Technical Proposal End Date & time (only limited necessary documents as per RPP)	26.07.2022 (05:00 PM)
8	Technical Proposal opening date and time (Online)	27.07.2022 (3:00 PM)
9	Tentative date for opening of Financial proposal date & time	01.07.2022 (04:00 PM)

Bidders are advised to keep referring to e-procurement website: mptenders.gov.in for further details and updates. Any corrigendum or amendments, if any, shall be uploaded on this website only. No separate communication shall be made with potential individual participants.

DISCLAIMER

1. Though adequate care has been taken while preparing this RFP document (inclusive of Formats and Annexures), the Bidders 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 at least ten (10) days prior to Bid Submission deadline, whichever is later it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Bidder shall be responsible to read all clauses in conjunction with contract (Part of RFP, in the form of Annexure).
2. Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time before Bid Submission deadline. Interested 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 to evaluate and promote new technologies in line with national and global priorities towards energy efficiency and low carbon economic development, 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 or certainty about realization of work as outcome of this RfP and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP or non-materialization of any work under this RfP, even if any loss or damage is caused by any inadvertent act or omission on their part.
4. Unless required by Nodal Agency, staff, employees and advisors of Nodal Agency shall not be approached by potential participants for any purpose at any stage of bid process, including for any clarifications, help in bid preparation or any other support/ insight in the matter. Otherwise, it shall be treated as conflict of interest and bidder or potential bidder shall become ineligible for bid process *ab initio*.
5. 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 or other relevant statutes under India laws.

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

BID DATA SHEET

Document Description	Standardization of rate for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations) on Turnkey basis along with associated Electrical & Civil works at applicable Buildings
RFP No. & Date	RFP No: F/UVN/2021/EMC/2022-23/1143 Dated:31/05/2022
RFP Sale Start Date	27.06.2022 (10:00 PM)
RFP Purchase End Date	24.07.2022 (10:00 PM)
Pre-bid Meeting	A pre-bid meeting shall be hosted on an online platform on 05.07.2022 at 3:00 PM. Interested Bidders may nominate their representatives (upto a maximum of 2) to attend the same at least one day prior to Pre-Bid meeting date. The Bidders should share the following participation details by 04.07.2022 by 18:00 Hours at emc.mpuvn@gmail.com : <ul style="list-style-type: none"> • Name of the Bidder • Name, Email, Contact No. of the Representative(s) Meeting link shall be shared separately.
Start date & Time of Bid Submission	28.06. 2022 (8:00 PM)
Last date & Time of Bid Submission (Online)	25.07.2022 (5:00 PM)
Hard Copy Submission of Technical Proposal End Date & time (only limited necessary documents as per RPP)	26.07.2022 (5:00 PM)
Bid Opening (Technical)	27.07.2022 (3:00 PM)
Bid Opening (Financial)- Tentative schedule	29.07.2022 (04:00 PM) (For any modification in date, time and venue for Financial Bid opening shall be updated on mptenders.gov.in portal. Bidders are advised to keep tracking of the same)
Tender Fee(non- refundable)	Bidder shall pay Tender Fee of Rupees 5,000/- (Rupees One Thousand only) per Bid through online mode at mptenders.gov.in . This Tender Fee is exclusive of portal charges or payment gateway charges or applicable GST and the additional charges beyond the Tender Fee shall be borne by the Bidder.

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

	No exemption towards Tender Fee or E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.
Bid Security	Interested Bidder shall furnish Bid Security of INR 20,000 at online portal of www.mptenders.gov.in following due procedure of the portal. No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.
Validity of the Bid/ Proposal	150 days after the submission date indicated in this Bid Data Sheet. However, MPUVNL may request to increase the bid validity on valid grounds and Bidder may agree to extend bid validity for agreed period.
Rate Validity Period	Period from declaration of Successful Bidder up to 31 March 2023 or further such extended period as MPUVNL and Successful Bidder may judiciously agree on same terms and conditions or improved techno-commercial terms and conditions from Employer's perspective
Eligibility Criteria	It shall be as per Section-II of this RfP.
Submission of Bid	The Bidders must submit their Technical Proposal and Financial Proposal online on www.mptenders.gov.in . https://mptenders.gov.in/nicgep/app . Except documents on stamp paper or as may be required by MPUVNL, no Bid document shall be submitted in hard copy. Bidders must note that financial proposal shall be submitted ONLY online. No input about financial proposal shall be submitted in hard copies or offline. If financial proposal is submitted manually or if financial proposal is anywhere disclosed in the technical bid, then bid shall be rejected.
Scope of work	A high level scope of work is provided under Section-III of the RfP.
Quantum of work	This RfP is for standardization of rates for scope of work as prescribed in this RfP. MPUVNL does not have any projections about quantum of work that may be awarded to Successful Bidder during Rate Validity Period. The quantum of work will be dependent upon interest shown by prospective and potential Employers for availing product and services of Successful Bidder for given scope of work.
Bank Guarantee ("BG")	Employer shall place direct work order to Successful Bidder pursuant to this RfP. The Successful Bidder shall be required to furnish a Bank Guarantee ("BG") of 5% of the contract value in the name of concerned Employer and drawn on a Scheduled

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

	Commercial / Nationalized Bank with a branch office in the city of Employer. Required Bank Guarantee shall be submitted within seven (7) working days of concerned work order placed on Successful Bidder, failure to do so shall lead to deemed cancellation of such work order and any three (3) such failures during Rate Validity Period shall lead to cancellation of selection of the Successful Bidder.
Registration charge of MPUVNL	Successful Bidder shall have to register with MPUVNL by paying one time registration fees of INR 25,000. Important note: All transactions and relationship between Employer and Successful Bidder shall be governed purely by duly considered agreement entered into between Employer and Successful Bidder.
Update on this RFP	Bidders are advised to keep track of the changes/ updates/ corrigendum regarding this RFP on https://mptenders.gov.in
Address for Bid submission/ correspondence	Managing Director, Madhya Pradesh Urja Vikas Nigam Ltd. Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. A reference to Contractor shall mean reference to Successful Bidder and vice-a-versa for the purpose of this RfP or/and consequent work order(s)/ contract(s).
3. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
4. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
5. Different parts of this RFP 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 RFP, they shall be interpreted in a harmonious manner so as to give effect to each part.
6. In case relevant standards, specifications and requirements are prescribed by Central government, State government or any of their agencies/ departments, the same shall automatically prevail over standards, specifications or requirements in respect of works or services envisaged under the scope of this RfP and shall be solely at the risk and cost of Successful Bidder/ Contractor and parties availing their services.
7. In extraordinary circumstances and in the interest of MPUVNL, the competent authority shall have right to take appropriate decisions and powers to remove any difficulty in any matters pertaining and pursuant to RfP, award of work, PPA or project implementation etc.

SECTION-I: INSTRUCTIONS TO BIDDERS

1. Background

In all sectors of the economy, improving energy efficiency rather than increasing energy supply is generally considered more economical and environmentally efficient strategy for sustainable growth. Energy efficiency assumes significance for the nation in current scenario of heavy dependency on fossil fuels and concerns over climate change.

Nothing more could be of significance than the importance of energy conservation and judicious utilization getting prominence in recent COP-26 conference at Glasgow, where Prime Minister of India laid *panchamrita* vision for India to deal with challenges posed by climate change and global warming. It is worth mentioning that three (3) out of those five (5) *panchamrita* elements pertain to reduction of carbon emission, reduction of carbon intensity and achievement of net zero. The targets under *panchamrita* vision are to be achieved over 2030-70.

Recognizing the fact that efficient use of energy and its conservation as cornerstone in future growth and development activities, Government of MP has designated MPUVNL as State designated agency in 2004 under Energy Conservation Act, 2001 and setup Energy Management Cell (presently under Department of New and Renewable Energy, GoMP) to give impetus on increasing ownership of stakeholders in identification, promotion and popularization of energy efficient technologies.

Towards this, an expression of interest (Eoi) was floated in order to assess and establish merits, scalability, adaptability, affordability and transferability of suitable new, emerging or established technologies which can add significant value to efficiency improvements in appliances and equipment utilized by various consumer segments.

Now, after seeing some value in technologies and solutions presented through Eoi, it is considered prudent to explore commercial aspects of all promising technologies and solutions for their adoption by interested organizations after due diligence by them.

2. Introduction

2.1. Definitions

“Bidder” shall mean person or entity submitting bid in accordance with this RFP after thorough due diligence.

“Contractor” shall mean the Successful Bidder or a person/ entity who performs works and services on behalf of Successful Bidder at sole accountability of such Successful Bidder.

“Employer” shall mean any organization or person who wishes to avail

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

products and/ or services of Successful Bidder.

“Eligible Bidder” shall mean Bidder who meets Eligibility Criteria as per this RfP.

“Successful Bidder” shall mean a bidder who is found meeting desired criteria and declared successful under this RFP.

“Rate Validity Period” shall mean period from declaration of Successful Bidder up to 31 March 2023 or further such extended period as MPUVNL and Successful Bidder may judiciously agree on same terms and conditions or improved techno-commercial terms and conditions from Employer’s perspective.

“Work Order” shall mean order placed to Successful Bidder by Employer in writing based on Employer’s own due diligence of products and/or services of Successful Bidder.

- 2.2. The Bidders are invited to submit Technical Proposal and Financial Proposal, as per this RfP. The Proposal shall be the basis for a signing of contract between Employer and Successful Bidder.
- 2.3. The Bidder shall bear all costs associated with the preparation and Submission of its Proposal and contract negotiation.
- 2.4. The MPUVNL is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Bidder.
- 2.5. Preparation of bid
 - A. Bidders may request clarification on the RFP document up to pre-bid meeting date as indicated in the Bid Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Nodal Agency whose address is provided in the Bid Data Sheet. The Nodal Agency may, at its sole discretion, respond to concerns or queries at **mptenders.gov.in** portal or/and website of MPUVNL or/and by standard electronic means before Proposal submission deadline as mentioned in Bid Data Sheet. If the Nodal Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so appropriately.
 - B. At any time before the deadline for submission of Proposals, the Nodal Agency may suo-motu amend the RFP by issuing an addendum in writing and the same shall be published at **mptenders.gov.in** portal or/and website of MPUVNL.
 - C. Interested Bidders are advised to keep following up **mptenders.gov.in** portal or/and website of MPUVNL for all and any updates related to the RfP.
 - D. To give Bidder reasonable time in which to take an addendum into account in preparing their Proposals, the MPUVNL may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to provisions of this RFP.
 - E. Language of bid: The Proposal and all related correspondence exchanged between the Bidder and the MPUVNL shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

in another language provided they are accompanied by an accurate translation of the relevant passages in English (if the Language is other than Hindi), in which case, for the purposes of interpretation of the Proposals the translated version shall prevail.

- F. Cost of bidding: The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The MPUVNL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.6. The Technical Proposal shall contain the following:

- a) Covering Letter (as prescribed in this RfP);
- b) Experience/ Capacity of Firm to undertake tasks including proof of meeting Eligibility Criteria with documentary evidence, GST registration Number and Income Tax Registration, Empanelment's and Registrations of Bidder etc. (as prescribed in this RfP),
- c) Documents evidencing techno-commercial implications/ benefits of proposed technology/ solution/ model including payback period and life of proposed technology/ solution. **[VERY IMPORTANT CAUTION:** This document or any other document as a part of technical proposal shall not contain, indicative or explicit, details of Financial Proposal, otherwise, such proposals shall be outrightly rejected without any consideration]
- d) Detailed description of the technology, specification of panel, working principle of the proposed solution/ technology etc.;
- e) Valid NABL Accredited Lab Test Report of proposed system clearly mentioning energy saving percentage;
- f) If a bidder that does not manufacture or produce the Goods it offers to supply, he shall submit the Manufacturer's Authorization to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply of these Goods.
- g) Letter of Authorization, disclosures, if any, by authorized dealer/ distributor; and
- h) Declaration of conflict of interest, if any.

An authorized representative of the Bidder shall initial all pages of the Technical Proposal Each Section should be properly marked and properly segregated.

2.7. Financial proposal

The Financial Proposal must be submitted ONLY ONLINE. The Financial Proposal shall contain the following:

- a) Quote/Pricing as per prescribed format at online portal, a sample of which is given in this RfP.
- b) Nothing pertaining to Financial Proposal shall be submitted in hard copies or as a part of Technical Proposal.

2.8. Submission of bid

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

These instructions should be read in conjunction with information specifically provided in the Covering Letter, Data Sheet and other accompanying documents of RfP.

- A. An authorized representative of the Bidder shall initial/Digitally sign the Technical and Financial Proposal. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal.
- B. In case of documents to be submitted as hard copy (as applicable): All pages of the Bid 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. In case of a Consortium, it has to be signed by representative of the Lead 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.
- C. In case of online bid submission: In terms of Section 3 and 3A of chapter-II and Section 4, 5 and 6 of chapter-III of the Information Technology Act, 2000, as amended, digitally signed documents shall be treated equivalent to affixing hand written signature of authorized signatory of the Bidder. Such documents may not require hand-written signature of authorized signatory
- D. Any inter lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.
- E. Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified. This also prohibits the inclusion of individual experts, in more than one proposal.
- F. Late proposal: The MPUVNL will not consider any Proposal that arrives after the deadline prescribed by the MPUVNL for submission of Proposals in the Bid Data Sheet. Any Proposal received after the respective deadline for submission shall not be accepted.
- G. Technical and Financial Bids must be received online only before the deadline specified in the Bid Data Sheet/Key Dates of this RfP. Only necessary and desired documents of Technical Bid shall be submitted in hard copy to MPUVNL by or before due date of Bid Data Sheet/ Key Dates e.g. documents on stamp paper, Affidavit, Power of Attorney or such other documents as may be prescribed by MPUVNL.
- H. The Technical Proposal should contain all the documents as per the RFP in the requisite format and should be uploaded in PDF format. Price Bid or any such reference should not be included in Technical Proposal (both in online or in hard copy).
- I. No mention of your financial proposal should be made anywhere in the Technical Proposal or in any form in hard copies/ off line submissions; non-confirmation will result in automatic disqualification of the Bidder's Proposal.
- J. The Financial Proposals for all qualifying Technical Proposals will be opened online as per key dates which is tentative and subject to change if required.
- K. Bidders are expected to carefully review provisions of RfP for preparation of their

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

Technical and Financial Proposals.

- L. If any item, material not mentioned in Scope of work but required to make the systems functional in both the lots, will have to be incorporated and provided by the Successful Bidder/ Contractor without any extra cost.
- M. Rate quoted must be firm and fixed for design, Engineering, Supply, Installation and Commissioning and Five year warranty cum comprehensive maintenance all-inclusive of site visits, packaging, forwarding, loading unloading, transportation, spare parts, insurance and taxes, excluding GST.
- N. No price escalation will be allowed. Payment will be on Lump-sum, Milestone basis as mentioned in payment schedule of individual work orders.
- O. Financial Proposal shall be uploaded at **mptenders.gov.in** portal in prescribed format. At the time of financial bidding, bidder is requested to follow protocol of the online portal for submission of Financial Proposal.
- P. Financial Proposal should be valid for the duration specified in the Bid Validity Period or Rate Validity Period, in case of Successful Bidder, as applicable and relevant.
- Q. Taxes: Financial Proposal should be inclusive of ALL Taxes and Duties and exclusive of GST.
- R. Currency of proposal: Proposal prices shall be quoted in Indian Rupees

2.9. Proposal validity

- A. Proposals shall remain valid for the period specified in the Bid Data Sheet.
- B. A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the MPUVNL before or after declaration of Successful Bidder.
- C. In exceptional circumstances, prior to the expiration of the proposal validity period, the MPUVNL may request Bidder/ Successful Bidder to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.

2.10. Withdrawal of proposal:

- A. A Bidder may withdraw its Proposal after it has been submitted by following the respective process of WITHDRAWAL under the **<https://mptenders.gov.in>**
- B. Proposals that are withdrawn in accordance with provisions of this RfP allowing to do so, shall not be opened
- C. No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Bid Data Sheet or any extension thereof, except in the case of a request by the MPUVNL to extend the Proposal validity.

2.11. Opening of proposal: Both Technical and Financial Proposal will be opened online only as per the dates mentioned in Bid Data Sheet/Key Dates.

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

2.11.1. Opening of technical proposal: The Technical Proposals shall be opened online, and the following will be recorded- name of the Bidder and eligibility of Bidder.

2.11.2. Opening of financial proposal:

- A. The Financial Proposals of all non-qualifying Bidders will not be opened.
- B. All Bidders qualifying at Technical Proposal stage shall be informed through online portal or standard electronic means, of the date for online opening of their Financial Proposal.
- C. All Financial Proposals shall be scrutinized for conformity/ non-conformity, and modifications, if any and at sole discretion of MPUVNL, shall be made in accordance with provisions of this RfP only, primarily for mathematical or typographic errors.

2.12. **Evaluation of proposal:**

2.12.1. Information relating to the examination, evaluation, comparison, and post qualification of Proposals, and recommendation of Successful Bidder, shall not be disclosed to any Bidder or any other persons not officially concerned with such processes until information on Successful Bidder is communicated online as per due process.

2.12.2. Undue influence: Any attempt by a Bidder to influence the MPUVNL in the examination, evaluation, comparison, and post-qualification of the Proposals or decisions in declaration of Successful Bidder may result in the rejection of its Proposal.

2.12.3. Clarification and additional information on proposal: To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Nodal Agency may, at its discretion, ask any Bidder for a clarification on its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the Nodal Agency shall not be considered and such act may amount to undue influence in evaluation process. The request of Nodal Agency for clarification, and the response, shall be in writing through online portal or through standard electronic medium only. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic or typographic errors discovered by the MPUVNL in the evaluation of the Proposals, in accordance with RfP, if required.

2.12.4. The MPUVNL, at its sole discretion, may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

2.12.5. The MPUVNL will correct arithmetical errors during evaluation of Financial Proposals on the following basis (if applicable):

- A. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

- B. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (A) and (B) above.

2.12.6. If the Bidder being declared as Successful Bidder does not accept the correction of errors, its Proposal shall be disqualified at any stage and appropriate action may be taken against such Bidder, including forfeiture of Bid Security and blacklisting for participation in any RfP of MPUVNL for five (5) years.

2.12.7. Evaluation of technical proposal

- A. The Responsiveness of the proposal will be checked for compliances in accordance with RfP. For all responsive proposals, Technical and Financial Capacity will be checked for eligibility as per RFP.

- B. Bidders quoting less than 30% savings/ efficiency improvement over baseline consumption (as per enclosed declaration) of any potential Employer shall be disqualified without any further consideration.

- C. Subject to above, Eligible Bidders quoting top three (3) performance in terms of energy efficiency improvement (in % terms of baselines consumption) over baseline consumption of any potential Employer shall be declared technically qualified for evaluation of their financial bids. For baselines consumption, following shall be applicable:

- a) For Employers having three (3) years or more of recorded energy consumption: Average energy consumption of latest three (3) years shall be considered as baseline consumption.
- b) For Employers having less than three (3) years of recorded energy consumption: Average energy consumption of all years shall be considered as baseline consumption.

- D. In case less than three (3) Bidders participate, decision of competent authority of MPUVNL shall be final as regards technical evaluation or taking forward the bid process.

- E. After the Technical Evaluation is completed, the MPUVNL shall notify the Bidders whose Financial Proposals will be eligible for opening at Online portal.

2.12.8. **Cost and performance based selection (CPBS)** method for Selection of successful Bidder: Eligible Bidders qualifying technically shall be considered for opening of financial proposals and evaluation of their respective combined score as per following methodology:

- a) Highest performance (P_H) improvement shall be given score of 100% on performance scale. All other Bidders shall be marked relative to P_H

$$P_i = [(performance\ improvement\ quoted\ by\ B_i / P_H)] \times 100\%$$

Where, P_i = performance score of a Bidder (B_i)

- b) Lowest financial quote (F_L) shall be given score of 100% on cost scale. All other Bidders shall be marked relative to F_L .

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

$$F_i = [(financial\ bid\ quoted\ by\ B_i / F_L)] \times 100\%$$

Where, F_i = financial score of a Bidder (B_i)

- c) A Bidder scoring highest marks on combined scale (S_c) shall be declared as Successful Bidder. The combined score of a Bidder shall be arrived at using following formula:

$$S_c = 60\% \times P_i + 40\% \times F_i$$

- F. The MPUVNL reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time after/ prior to declaration of Successful Bidder or placement of work order, without thereby incurring any liability of MPUVNL or Employer towards the Bidder.

2.13. Award of contract

- 2.13.1. Prior to the expiration of the Proposal validity period, the MPUVNL shall notify the Successful Bidder, in writing, that its Proposal has been accepted. At the same time, the MPUVNL shall notify all other Bidder of the results of the bidding.
- 2.13.2. Until a formal contract pursuant to a work order is prepared and executed between Successful Bidder and Employer, the notification of Successful Bidder shall not constitute a binding contract or cast any obligation on MPUVNL or Employer or Successful Bidder.
- 2.13.3. Successful Bidder will have to execute necessary contracts with Employer who wish to avail product and/or services of Successful Bidder. Successful Bidder and Employer shall be solely responsible for performance of such contracts, without any obligations on MPUVNL.
- 2.13.4. Negotiation: The Successful Bidder shall not have any option to negotiate either with MPUVNL or any potential Employer in matters concerning to this RfP or work order related aspects pursuant to this RfP.
- 2.13.5. Signing of contract
- A. Declaration of Successful Bidder does not necessarily lead to signing of a binding contract between MPUVNL or Employer or Successful Bidder.
- B. This RfP is for standardization of rates for scope of work as prescribed in this RfP. MPUVNL does not have any projections about quantum of work that may be awarded to Successful Bidder during Rate Validity Period.
- The quantum of work will be dependent upon direct interest shown by prospective and potential Employers for availing product and services of Successful Bidder for given scope of work
- C. Employer may adopt rates standardized under this RfP for given scope of work and place direct work order to or/and sign contract with such Successful Bidder as per their internal procedure without any role or involvement of MPUVNL. Pursuant to such work order, required contract may be executed between the Successful Bidder and concerned Employer.
- 2.13.6. Start date: Successful Bidder shall commence and provide the works

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

and/or services as per schedule specified in respective work orders as may be issued.

2.14. Special conditions

2.14.1. Upon delivery of necessary plants and equipment, the Successful Bidder shall notify the Employer the following documents (a copy of the same may be marked to MPUVNL for information):

- A. 3 copies of the Supplier's invoice showing the description of the goods, quantity, unit price and total amount
- B. Manufacturer's or Supplier's warranty certificate
- C. Certificate of origin.
- D. Third party inspection certificate. The inspection to be carried out through an agency approved by Employer.
- E. Receipt of Goods from the authorized officer of Employer.
- F. Physical Inspection report of authorized officer of Employer.
- G. The term "goods" includes commodities, raw material, machinery, equipment and industrial plants; and "related services" includes services such as transit insurance, installation, maintenance for the specified period and capacity building.

2.14.2. The third party inspection charges, not more than 1%, shall be paid by the Successful Bidder/ Contractor and Bidders should include it in its bid. No reimbursement shall be made on this account.

2.14.3. The insurance coverage: The Successful Bidder/ Contractor will insure the Goods in an amount equal to 100% of the price of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.

2.14.4. Obligations for transportation of the Goods shall be on the Successful Bidder/ Contractor.

2.14.5. The Employer (and if requested by Employer, the MPUVNL approved Agency/Person for inspection) can go for inspection and ensure the quality of the goods after delivery at place of deployment and prior to acceptance of the Goods.

2.14.6. Tests and Inspections shall be carried out at the specified times or milestones and places as specified Schedule of Supply. The Employer may require witnessing prior to award of contract, the demonstration at the identified site. The Successful Bidder has to make necessary arrangements for such demonstration at the selection site.

2.15. Inspection and tests

- A. Suitable officer/ consultant appointed by Employer will be responsible for supervision of work as a whole, i.e. quality control, supervision and management of work.
- B. The contractor shall at its own expense and at no cost to Employer/ MPUVNL

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

carry out all such tests and/or inspections of the items by authorized third party inspection agency.

- C. If desired by Employer, the inspections and tests may be conducted on the premises of the manufacturer, at point of delivery, and/or at the final destination, if conducted on the premises of the manufacturer, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished at no charge to the inspection agency and the persons authorised by Employer (or by MPUVNL on written request of the Employer).
- D. Employer (or MPUVNL on written request of the Employer) or its designated representative may be entitled to attend the tests and/or inspections, provided that MPUVNL bear all of its own costs and expenses incurred in connection with such attendance including all traveling and board and lodging expenses.
- E. Whenever any manufacturer is ready to carry out any such test and inspection, the Successful Bidder/Contractor shall give a reasonable advance notice, including the place and time, to Employer (or MPUVNL on written request of the Employer). The contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable Employer/MPUVNL or its designated representative to attend the test and/or inspection. Employer/MPUVNL may require the contractor/manufacturer to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the equipment/material comply with the technical specifications, relevant BIS codes and standards, and specifications under the Contract, provided that the manufacturer's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the completion dates and the other obligations so affected.
- F. The contractor shall provide Employer (with a copy to MPUVNL for information) with a report of the results of any such test and/or inspection issued by manufacturer. Employer may reject any equipment/material or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The concerned manufacturer shall either rectify or replace such rejected equipment/material or parts thereof or make alterations necessary to meet the specifications at no cost to Employer, and shall repeat the test and/or inspection, at no cost to Employer.
- G. The contractor agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by Employer/MPUVNL or its representative, nor the issue of any report pursuant shall release the Successful Bidder/ Contractor from any warranties under the Contract.

2.16. Liquidated damage

If the Contractor fails to complete the work or perform the related services within the period specified in the Contract, Employer may without prejudice to all its other remedies under specific Contract, deduct such

penalty as may be provided in respective work order or/and terminate the Contract as per applicable provisions under such contract.

2.17. Comprehensive maintenance: Five year comprehensive maintenance including warranty on complete works, equipment/material and installation for smooth functioning of installed/ commissioned facilities.

2.18. Penalty clause:

If the contractor does not comply with the instructions of the Employer (or instructions of MPUVNL issued on written request of the Employer) with regards to the replacement/ replenishment of the spares parts/ any major equipment parts for the required performance of the equipment/ machinery/item/material, then the Employer shall be at a liberty to undertake the same on its own or through its appointee and recover the amount so incurred along with overheads of Employer/MPUVNL of the project facility, from the Successful Bidder/ Contractor from its future amounts due. The decision of the competent authority of Employer in this regard would be final and binding on the Successful Bidder/ Contractor.

2.19. Disclosure

- A. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.
- B. Bidder must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- C. Bidder's must disclose if they have been convicted of or are the subject of any proceedings relating to:
 - a) a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with Employer, MPUVNL, MPNRED or any of its agencies, or any contracting authority;
 - c) Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions

2.20. Anticorruption

- a) Selection of Successful Bidder or an award of work/ Contract will be rejected/ cancelled if it is determined that the Successful Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Bid/ contract in question. In such cases MPUVNL or Employer will declare the Bidder and/or members of the consortium ineligible, and Bidders will be blacklisted for five (5) years.

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

2.21. Termination clause

- A.** Upon Contractor's event of Default in execution of the project during concerned contract period, MPUVNL shall without prejudice to its other rights under this RfP, be entitled to cancel selection of Successful Bidder. Also, Employer shall have rights to initiate appropriate proceedings against such Successful Bidder, including cancellation/ termination of work order/ contract as per provisions therein.

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

SECTION II: ELIGIBILITY CRITERIA

3. Eligibility criteria of bidder
- 3.1. Technical eligibility criteria
- A. Bidder can be single entity as a Company, LLP, Partnership Firm or Sole Proprietorship or joint venture/ consortium of maximum 3 of above entities. Bidder should have a permanent place of business in India. A copy of valid incorporation/ registration certificate should be enclosed.
- B. The bidder should have successfully been working with Government sector organizations for at least 1 year.
- C. The Bidder should have the experience of having successful design, engineering, supply installation, testing and commissioning including maintenance of at least two (2) similar nature of works in past 5 years. The Bidder shall provide documentary evidence that it has successfully/ satisfactorily designed, procured, supplied, erected, and commissioned similar projects for private or government institutes/ organizations across India.
- D. Bidder shall be indigenous manufacturer and/ or supplier of Solar Thermal Panels with IEC certification and test report issued by one of the IEC accredited test centres or with the test certificates from any of valid NABL/ NIS /MNRE accredited testing calibration laboratories.
- E. In terms of project value, Bidder should have implemented following in last five (5) years:
- a. One similar work of INR 25 lakh value;
OR
- b. Two similar works of INR 15 lakh value each;
OR
- c. Three similar works of INR 10 lakh value each.
- F. The Bidder should have a valid PAN and GST registration certificates and the copy of same should be enclosed.
- G. The Bidder should have an registered office in Madhya Pradesh / or shall open an registered office in Madhya Pradesh in case work orders are placed on it.
- 3.2. Financial eligibility criteria
- A. Following financial eligibility criteria shall be met by Bidder/ consortium member jointly based on audited annual financial statements:
- a) Net-Worth of the Bidder should not be less than Rs. 50 lakh based on latest financial statement i.e. FY20 or FY21. Net-worth will be calculated as follows:

Sl. no.	Particulars	Amount
---------	-------------	--------

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

1.	Paid Share Capital in case of Companies/ Partnership Capital in case of Partnership Firm /Proprietors' Capital in case of Proprietorship firm	
2.	Add: Reserve created out of profits	
3.	Add: Security Premium Account in case of Companies	
4.	Add: Credit Balance of Profit and Loss Account	
5.	Add: Credit Balance of Deferred Tax Assets in case of Companies	
6.	Total	
7.	Less: Aggregate value of accumulated losses	
8.	Less: Debit Balance of Profit and Loss Account	
9.	Less: Deferred Expenditure and Miscellaneous Expenditure not written-off	
10.	Less: Reserves created out of revaluation of assets, write-back of depreciation and amalgamation	
11.	Less: Debit Balance of Deferred Tax Assets in case of Companies	
12.	Net Worth	

- b) Bidder should have enough liquidity to manage the fund requirements for the Project, which shall be assessed through average annual turnover of any of two (2) continuous financial years among FY19, FY20 or FY21 to be at least Rs. 1.00 Crore.

Turnover means the gross amount of revenue recognised in the profit and loss account from the sale, supply or distribution of goods or an account of services rendered or both by a company/ partnership firm/ proprietorship firm during a financial year, but it does not include non-operational income.

- B. For all types of Bidders (Companies/ LLPs/ Partnership), computation of net worth shall be based on latest consolidated/ unconsolidated audited annual accounts of FY20 or FY21.
- C. For all types of Bidders (Companies/ LLPs/ Partnership), computation of turnover shall be based on consolidated/ unconsolidated audited annual accounts of any two (2) continuous financial years among FY19, FY20 or FY21.
- D. In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net-worth shall be equal to Partner's Capital in case of a Partnership Firm/Limited Liability Partnership Firm and Proprietor's Capital Account in case of Sole Proprietor (including any reserves). The net worth shown should not be earlier than FY20 from the bid submission date.

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

Note:

1. For the purpose of evaluation of Bidder, a certificate from Chartered Accountant (CA) clearly mentioning the UDIN number etc., in support of Bidder's claim for meeting the financial eligibility criteria shall be mandatorily submitted online as per format prescribed in the RFP. Such certificate shall clearly undertake that calculation of net worth and turnover, as applicable, has been done in accordance with methodology prescribed in this RFP.
2. All necessary documents pertaining to financial eligibility, such as balance sheet, P&L account, schedules etc., will be submitted online and offline, for verification.

For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used as prescribed in this RfP. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements, provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts

Note: Bidder must submit notarized certified copies of work order/ recommendation letter/ completion certificate as proof of Experience eligibility conditions mentioned above for experience with private institutions/ organizations. In case of Government/ semi-Government institutions/ organizations, completion certificate shall be duly signed by at least Superintending Engineer/ Executive Engineer or General Manager/ Engineer-In-Charge as applicable. Bidder must submit copies of documents in support of each of the above eligibility conditions. This should be enclosed with the Technical Bid.

- 3.3. In case of consortium/ joint venture, technical or financial eligibility criteria can be met jointly by members of the consortium/ joint venture.
- 3.4. Miscellaneous eligibility provisions
 - A. Government-owned enterprises in India may participate as a Bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of New and Renewable Energy, GoMP or MNRE, GoI.
 - B. A firm debarred or blacklisted by the Government of India or GoMP or any Government/ agency in India or its departments and subsidiaries shall be ineligible to participate against RFP.
 - C. Bidder shall provide such evidence of their continued eligibility satisfactory to Employer or MPUVNL, as the MPUVNL or Employer shall reasonably request.

SECTION-III: SCOPE OF WORK

Works and services envisaged under this RfP are emerging technologies and seemingly promising. Therefore, this section delineates a high-level scope of work, standards and specifications based on preliminary understanding of such technologies. However, Successful Bidder/ Contractor and Employer availing works and services of such Successful Bidder/ Contractor are advised to conduct adequate due diligence to take proper decision in the matter. Further, in case relevant standards, specifications and requirements are prescribed by Central government, State government or any of their competent agencies/ departments, the same shall automatically prevail over standards, specifications or requirements in respect of works or services envisaged under the scope of this RfP solely at the risk and cost of successful Bidder/ Contractor and Employer availing services of such Successful Bidder/ Contractor.

1. Proposed technology and relevant plants, equipment or devices to be installed under the project should be approved by NABL accredited laboratories in India.
2. Proposed technology and relevant plants, equipment or devices to be installed under the project should be improve efficiency of consumer systems by minimum 30% of base line consumption determined and agreed between Successful Bidder and the consumer.
3. Any implications of existing warranty or guaranty of OEM for target equipment should be at risk and cost of Successful Bidder. MPUVNL shall not be responsible or accountable for any loss or damage to Employer.
4. Scope of Supply & Works includes all design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, inspection, packing and forwarding, supply, receipt, unloading and storage at site, preparation of site, reclamation work, associated civil works, services, permits, licences, installation and incidentals, insurance at all stages, erection, testing & commissioning.
5. After completion and performance demonstration with associated equipment and materials on turnkey basis, 05 (five) years comprehensive maintenance from the date of commissioning and issuance of completion certificate.
6. Materials and accessories, which are necessary or usual for satisfactory and trouble-free and maintenance of the above equipment shall be in scope of Successful Bidder.
7. Successful Bidder shall obtain all statutory approvals /clearances on behalf of consumer or as necessary from various Government agencies at its cost.
8. Successful Bidder shall arrange deployment of qualified and suitable

manpower for project management and implementation all the time.

9. Construction Power and construction water as required for construction and completion of this contract are to be arranged by the Successful Bidder or Employer as mutually agreed.
10. Total maintenance of project for the 05 year's period including deployment of engineering personnel, technicians and security personnel after the commissioning shall be with contractor.
11. The contractor shall forward the following to Employer within two weeks from issue of work order:
 - a) Schedule for various activities in the form of PERT Chart.
 - b) Detailed engineering calculations, Design basis report and complete layout of the plant
 - c) Equipment data sheets, guaranteed technical particular of equipment and GA drawings of major equipment like inverter, mounting structures etc.
12. Successful Bidder/ Contractor shall be providing a detailed training plan for all, maintenance procedures, which shall after approval by Employer, form the basis of the training program. The contractor shall also provide training to Employer's nominated staff.
13. Successful Bidder/ Contractor shall employ and coordinate the training of contractor's personnel who will be qualified and experienced to operate and monitor the facility and to coordinate the facility with the grid system.
14. Successful Bidder/ Contractor shall perform or contract for and oversee the performance of periodic overhaul or maintenance required for the facility in accordance with the recommendations of the original equipment manufacturer (OEM).
15. Successful Bidder/ Contractor shall ensure inventory/ procurement for spares parts, overhaul parts, tools, equipment, consumables, etc. required to operate and maintain the project in accordance with the prudent utility practices and having regarded to warranty recommendations during entire maintenance period.
16. Successful bidder shall handover the system to maintain an inventory of spare parts, tools, equipment, consumables and supplies for the facility's - along-with required details of recommended spares list with all associated information regarding replacement records, supplier details, tentative cost, storage details, specifications on the basis of replacement frequency and mean time between failures and mean time to restore at the culmination of penultimate year under maintenance period.
17. Successful Bidder/ Contractor's Risks –
 - a. All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Successful Bidder/ Contractor.

- b. All risks and consequences arising from the inaccuracies or falseness of the documents, drawing, designs, other documents and/or information submitted by the contractor shall be the responsibility of the Successful Bidder/ Contractor alone, notwithstanding the fact that the design/ drawings or other documents have been approved by the department.
- c. Liability for Accidents to Person: The contractor shall be deemed to have indemnified and saved harmless the Employer against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.
- d. Limitation of role: Works and services to be undertaken under pursuant to this RfP shall be at sole responsibility and accountability of the Successful Bidder/ contractor at its own risk and cost. MPUVNL shall no be responsible for any eventuality, loss or damages or otherwise, whatsoever, to Employer or Successful Bidder.
- e. Standards and specifications etc.: Standards, specifications or requirements prescribed herein under this RFP are based on best understanding of information available in public domain. However, MPUVNL or its staff or advisors shall not be accountable for any approvals/ validation or rejections/ modification of the same by competent authorities of Central or State government. In case new, modified or different relevant standards, specifications and requirements are prescribed/ ordered by Central government, State government or any of their agencies/ departments, the same shall automatically prevail over standards, specifications or requirements in respect of works or services envisaged under the scope of this RfP at risk and cost of Successful Bidder/ Contractor, from time to time. MPUVNL or its staff and advisors shall not be accountable in this respect, whatsoever, to Successful Bidder/ Contractor/ Employer, without their rights to avail appropriate remedies under law/ change in law.

18. General

- i. The Bidder shall be deemed to have read and examined the Bidding Documents before Bidding or preparing Bill of Quantities (BoQ), as applicable. No advantage shall be taken of any omission in the tender documents.
- ii. The Bidder shall be deemed to be fully conversant with and to have made full allowance in his bid for the nature, complexity and/ or uncertainty of the work envisaged or to be undertaken pursuant to this RfP.

- iii. The cost of obtaining statutory, legal and regulatory permissions/NOC from respective authorities will be borne by the contractor. The cost for compliance of social and environmental safeguard measures, as applicable, will be borne by the contractor. No separate cost shall be paid in this regard.
- iv. The rates quoted in the schedule shall be inclusive of value for the work described and be deemed to include for all the Contractor's liabilities and obligations and all risks set forth or implied in the document and all matters and things necessary for the proper construction of the Works including surveying, setting out, plant, labour, supervising, materials, erection, maintenance, insurance, profit, taxes and duties but excluding GST, together with all general risks liabilities and obligations set out or implied in Contracts. The Charge for any obligation of the Contractor for Proper /satisfactory completion of work for which apparently no corresponding item is given in the Bills of Quantities shall be deemed to be included in the Contract Rates and Prices entered against the billed items.
- v. The contractor will have to ensure all his equipment/ machinery, staff including skilled and unskilled labour and protection against damages to third party for which he will have to provide insurance policies to cover up all of above. Moreover he will renew the policies before their expiry. It is mandatory to comply with the condition, otherwise he will not be allowed to proceed with the work.
- vi. All defective works are liable to be demolished, rebuilt and defective materials replaced by the contractor at his own cost and time.
- vii. In view of the complexities and uncertainties about potential sites, it is mandatory to the Contractor to visit the site and make himself thoroughly familiar with the site conditions, access and account for all possible difficulties before execution of work.
- viii. If a Bidder submits his bid for against this RfP, it will be considered that he has quoted with full and complete knowledge about challenges, complexities and risks involved under the scope of work and prevailing conditions. Hence, no claim for additional compensation shall be entertained on such accounts.
- ix. If required by MPUVNL for the evaluation process, the Bidder shall provide an analysis sheet for all priced items showing how the rate entered was derived.
- x. The rates for Works and Maintenance will also include, but not limited to the following (as relevant or as applicable):
 - a) All labour and Materials including consumables;
 - b) All temporary work of every description required including over ground pumping and other requirements to avoid disruption to the service whilst maintenance or repair work is carried out;
 - c) The provision and use of all equipment, tools and Plant of every kind, whether mechanical or non- mechanical, required for the expeditious carrying out of the Works in their proper sequence;
 - d) Provision for scaffolding, staging, guard rails, temporary stairs, temporary access during execution, approach roads up to the Site for the movement of vehicles, and heavy excavation machinery with supporting transport facility;

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

- e) Provision for excavation, back-filling, bringing to the Site extra fill for back-fill, making good and reinstating surfaces, disposing of surplus material, dealing with all ground water and wastewater flows, and for work in close proximity to other utility apparatus including protecting that apparatus;
 - f) Provision for work on pipe line corridors such as traffic control measures, safety barriers, obtaining any approvals and permits from authorities, and signage and reinstatement of surfaces;
 - g) Coordination of the work with related authorities, other contractors and utilities, including obtaining their permission before starting the related Works if required; and
 - h) Providing necessary safeguards at all times and to maintain strict control on movement of Materials and labour until completion of work.
- xi. All rules and regulations of the labour department, contract labor Laws, provident fund and employee state insurance and connected Laws, and all other Laws of the land will be complied with by Successful Bidder within the quoted rate.
19. Approach to Work Site: Provision for access and approach to all construction sites is the responsibility of contractor and no payment will be made on this account.
20. Safety: The standardized rate discovered pursuant to this RfP shall be deemed to include all costs of compliance with safety requirements in the Specification, excluding GST. Also, it shall be contractor's risk and cost to avoid, mitigate and make good any loss or damage or exigent event happening at project site/ owner of person availing works/ services of the contractor.
21. Layout: The contractor will have to ascertain the existing services like water lines, sewers, telephone and electric lines/ cables are not disturbed by his works. In the event of some services coming in the alignment of proposed works, the contractor shall inform well in advance to the Employer for necessary arrangement for avoidance of potential damage or disruption to Employer. The contractor shall take all due care to avoid damage to any such services and, in case of any damage occurring to them in progressing the work, the Contractor shall make good the same at his own cost/he will have to pay the demurrages demanded by the concerned Employer or department, as applicable. No additional time shall, however, be allowed on this account.
22. Coordination and Interfaces with other Contracts: To avoid any onsite implementation conflict or chaos, Successful Bidder/ Contractor shall carryout his work in close coordination with the other contractor's, if applicable, for other works proposed/ undergoing at target site of the Employer.

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

SECTION IV: CHECKLIST

Checklist of key formats and technical documents as part of Technical Bid

S.No.	Particular	Format No.	Copy Attached
1.	Covering Letter	1	Yes / No
2.	Tender Fee Transaction Statement (Non-Refundable)	-	Yes / No
3.	Power of Attorney in favour of authorised signatory (<i>To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made</i>)	6	Yes / No
4.	General Particulars	2	Yes / No
5.	Bidder's composition and ownership structure	3	Yes / No
6.	Certificate of Incorporation	-	Yes / No
7.	Undertaking Form	8	Yes / No
8.	Consortium Agreement (If applicable)	9	Yes / No
9.	Board Resolution/power of attorney in favour of Lead Bidder (if applicable)	10	Yes / No
10.	Declaration	11	Yes / No
11.	Undertaking	12	Yes / No

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

SECTION V: FORMATS FOR SUBMITTING RFP

FORMAT 1: Covering letter

(The covering letter should be on the Letter Head with CIN No of the Bidder/ Lead Member of Consortium)

Ref.No. _____ **Date:** _____

From: Insert name and address of Bidder

Tel.: _____ **Fax:** _____

E-mail: _____

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 Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings.

RFP No.....

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the Request for Proposal (RFP) for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings, hereby submit our Bid comprising of Financial 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 thereto, issued by Madhya Pradesh Urja Vikas Nigam Limited, as amended. As a token of our acceptance to the RFP, the same have been initialled 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 on us.

We have submitted Bid Security as mentioned in this RFP.

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

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Nodal Agency 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 Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

We undertake that we have satisfied ourselves with the site conditions of the projects and our proposed financial bid takes into consideration the existing site conditions.

Contact Person

Details of the contact person are furnished as under:

Particulars	Description
Name	
Designation	
Company	
Address	
Phone Nos.	
Fax Nos.	
E-mail address	

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Nodal Agency. 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 one hundred and fifty (150)Days from Bid Deadline. We confirm that we have not taken any deviation so as to be deemed non-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.

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

FORMAT 2: General particulars of the bidder

1	Name of the Company	
2	Registered Office Address	
3	E-mail	
4	Web site	
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	GSTIN No.	
11	PAN No.	
14	Certificate of Incorporation of Bidder/ Affiliate (as applicable) enclosed	Yes/No
16	Partnership deed for LLP/ Sole Proprietor registration (as applicable) enclosed	Yes/No

(Signature of Authorized Signatory)

With Stamp

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

FORMAT 3: Shareholding certificate for company / partner contribution in a partnership firm

SHAREHOLDING CERTIFICATE FOR COMPANY

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

OR

PARTNER CONTRIBUTION IN A PARTNERSHIP FIRM

Name of Partner	Capital Contribution (Rs)	% of Ownership in the Firm

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

FORMAT 4: Bid security

FORMAT NOT APPLICABLE

BID SECURITY TO BE SUBMITTED ONLY ONLINE AT MPTENDERS PORTAL

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

FORMAT 5: Performance bank guarantee

(To be stamped on non – judicial stamp paper of Value equivalent to 0.25% of Bank Guarantee amount or Rs 25,000 whichever is lower)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as (Bidder) submitting the response to Request for Proposal (RFP) for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings in response to the RFP dated _____ issued by Madhya Pradesh Urja Vikas Nigam Limited (hereinafter referred to as Nodal Agency) 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 selected bidder]. 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 Agreement or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

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

Our Guarantee shall remain in force until Nodal Agency shall be entitled 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 selected bidder]. 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

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

in any court or arbitral proceedings against the [insert name of selected bidder], to make any claim against or any demand on the [insert name of selected bidder] or to give any notice to or to enforce any security held by Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the [insert name of selected bidder].

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

Name and Address_____

Signature

Name and Address_____

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

FORMAT 6: Power of attorney

(To be stamped on non – judicial stamp paper of Rs 1000 of the state where the document is made)

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 Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings 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's 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)

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

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 _____

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

FORMAT 7: Financial Proposal Format

Financial Proposal to be submitted ONLY online as per prescribed online format
[Sample format given hereunder for understanding purpose ONLY; **not to be** submitted off-line or in hard copy]

Sl. no	Particulars	Per system or per installation rate
1-a	Standardization of rate for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works- TYPE A [10 ton capacity (+/-) 20%]	

Sl. no	Particulars	Per system or per installation rate
1-b	Standardization of rate for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works- TYPE B [15 ton capacity (+/-) 20%]	

Sl. no	Particulars	Per system or per installation rate
1-C	Standardization of rate for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works- TYPE C [25 ton capacity (+/-) 20%]	

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

FORMAT 8: Undertaking form

Undertaking from Affiliate of Bidder/ Lead Member/ Member of Consortium

Name: _____

Full Address: _____

Telephone No.: E-mail address: Fax/No.: _____

To,

Dear Sir,

We refer to the RFP No: Dated: _____ for Request for Proposal (RFP) for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings.

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

We confirm that M/s _____ (Insert name of Bidder) is our Affiliate on the following basis:

that M/s (Insert name of Bidder) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in the RFP referred to above in terms of Networth/Turnover.

We have also noted the amount of the Performance Guarantees required to be submitted as per the RFP by (Insert the name of the Bidder) in the event of it being selected.

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

We also undertake that we shall maintain our relationship with M/s _____ (insert name of bidder) so that it is in accordance with principles of 'Control' and 'Affiliate' laid out in RfP No. _____ Dated: _____ for period of one (1)Year

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

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

Signature of Chief Executive Officer/Managing Director

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

WITNESS

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

(Signature)

Name _____

Designation _____

(Signature)

Name _____

Designation _____

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

FORMAT 9: Format for consortium agreement
Joint Bidding/ Consortium Agreement Format for Participation in
“Request for Proposal (RFP)

For

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

(To be stamped as per the stamp act of the state where the document is made)

THIS JOINT BIDDING AGREEMENT is entered into on this ___ day of _____ 2022.

AMONGST

{ _____, party on **First Part** of consortium} and having its registered its registered office at _____ (Hereinafter referred to as the **“First Part”** or **“Lead Member”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

_____ Having its registered office at _____ (Hereinafter referred to as the **“Second Part”** or **“Member”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties are collectively referred to as the **“Parties”** and each is individually referred as a **“Party”**

WHERE AS,

i. Madhya Pradesh Urja Vikas Nigam Ltd. (hereinafter referred to as the **“MPUVNL”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **“Applications”**) by its RFP No: Dated: _____ for award of the rate contract/ work under “Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings.

ii. The Parties are interested in jointly bidding for the Project as members of consortium in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

iii. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise require, have the

Meaning ascribed thereto under the above-mentioned RFP.

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this RFP, either directly or indirectly or through any of their Affiliate(s).

2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Only First Party shall be evaluated for qualification against technical eligibility criteria as per RFP.

First Party shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and after its selection as Successful Bidder.

First Party would be responsible and obligated for successful execution of all work awarded to them by MPUVNL and in no circumstances the same shall be the responsibility of Second Party. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Party.

Parties shall work in accordance with roles and responsibilities assigned to them by First Party as a part of their internal understanding.

Parties have agreed and documented clearly stated roles and responsibilities for execution of work awarded by MPUVNL.

Subject to the terms of this agreement, the share of each Member of the Consortium in the “issued equity share capital” shall be in the following proportion: (if applicable)

Name of Member	Proposed % Equity holding
Lead Member(not less than 51%)
Member	

3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Bid Validity Period of Award and subsequently if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for Award of the work, the Agreement will stand terminated .

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

4. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by Parties without the prior written consent of the MPUVNL. Party of First Part would decide on the representative of Consortium at MPUVNL.

IN WITNESS WHERE OF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For

and on behalf of Lead Member by:

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

SIGNED, SEALED AND
DELIVERED For

and on behalf of Second Party:

(Signature)

(Name & Designation)

(Address)

In Presence of:

Witness -1

Witness -2

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

FORMAT 10: Power of attorney in favor of lead member of the consortium

(to be submitted by each member of the Consortium)

(To be stamped on non – judicial stamp paper of Rs.1000 of the state where the document is made)

Whereas Madhya Pradesh Urja Vikas Nigam Ltd. (MPUVNL) has invited applications (the "Applications") by its RFP No: Dated: _____ for Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings (hereinafter called "Project")

Whereas,,, and (collectively the **Consortium**) being Members of the Consortium and having signed a Joint Bidding Agreement dated [●], are interested in submitting a Bid in accordance with the terms and conditions of the Request for Proposal (**RFP**) and the other Bid Documents, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Unit(s) and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,, having our registered office at, and, having our registered office at, (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorise having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium, and any one of us, during the Bid Process, including undertaking all acts required for the submission of the Bid in accordance with the terms and conditions of the RFP. Additionally, we also authorise the Lead Member to do any other acts or submit any information and documents related to the above Bid submission, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Unit(s), including but not limited to signing and submission of all applications, undertakings and other documents and writings, participate in bidders and other conferences and respond to queries, if required. In the event the Consortium is awarded the Project Documents for developing the Units, we authorise the Lead Member to submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium in relation to the incorporation of the SPV and generally to represent the Consortium in all its dealings with MPUVNL, and/or any other Government Agency or any Person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Unit(s) and/or upon award thereof till incorporation of the SPV.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of

the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2022

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

(To be executed by authorized signatories of the Members of the Consortium, except the Lead Member)

Witnesses:

- 1.
- 2.

(Notarised)
Accepted

.....

(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

Instructions:

(1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

(2) *Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium.*

FORMAT 11: Declaration

(Required to be submitted by the Bidder on INR 1000 non-judicial stamp paper duly notarized)

I/ We have carefully read and understood terms and conditions of RFP (no. _____/_____/_____/___ dated _____) and associated documents and their corrigenda/ addenda/ amendments issued from time to time before bid submission end date (collectively called as "RfP Documents"). In case, at any stage of bidding process or after award of work, our bid submission or award of work is found non-compliant with any provisions of RfP Documents or any of our undertakings/ declarations are found wrong/ unsolicited/ misrepresented/ unfulfilled, we unconditionally declare and undertake to accept, without any responsibility/ accountability/ implications/ liabilities/ obligations on anyone other than us, decision of competent authority as appropriate, including rejection of our bid and/ or cancellation of award of work, without prejudice to any other rights that competent authority may be entitled to exercise as per law or under provisions of RfP documents.

We unconditionally undertake and commit that our product/ proposed technology and relevant plants, equipment or devices to be installed under the project shall improve efficiency of target consumer systems by minimum 30% of base line consumption to be determined and agreed between Successful Bidder and potential Employer. Relevant test and savings reports/ certificate from valid NABL/ NIS /MNRE accredited testing calibration laboratories are submitted with our Technical Proposal. We also unconditionally accept that our Proposal can be rejected without any evaluation if our Technical Proposal does not meet this criteria or works order(s)/ selection as Successful Bidder shall be cancelled if we fail to commit and achieve this target improvement on actual.

We declare that we have not been Black listed 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 MPUVNL.

We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.

We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with Nodal Agency in any form while preparing RFP.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us.....(Name of bidder) as deemed fit necessary by MP Urja Vikas Nigam Limited.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

FORMAT 12: Undertaking

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

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

I/We declare that there has been no instances at any point of time where we have not performed satisfactorily in the Work Order(s) of Nodal Agency, leading to cancellation of Work Order(s) of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded in last five (5) Years.

I/We declare that I/we am/are not involved in litigation or arbitration with Nodal Agency arising out of work completed or under execution by it, of value more than or equal to five percent (5%) of cumulative value of Work Order(s) awarded to them in last five (5) Years.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other conditions, action would be initiated against us.....(Name of bidder) as deemed fit necessary by MP Urja Vikas Nigam Limited.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

Design, Supply, Installation, Commissioning and Maintenance for a period of 5 years of solar thermal hybrid system for Existing Air Conditioners & new Installations on Turnkey basis along with associated Electrical & Civil works at applicable Buildings

SECTION VI: FORMAT OF CONTRACT AGREEMENT

Contract Agreement

<To be provided by concerned Employer separately as per need on case to case basis>