



Madhya Pradesh Urja Vikas Nigam Limited

Invites

Request for Proposal (RfP)

For

**Standardisation of
Rates and Selection of
Contractors for**

**Survey, Design, Supply, Installation & Commissioning of Solar
Water Heating System along with 5-year Comprehensive
Maintenance Contract (CMC) and procurement of Solar
Cookers**

For

various locations in the State of Madhya Pradesh

RFP No. MPUVN/SWH/2022/1142

Date: 31/05/2022

Issued by:

Madhya Pradesh Urja Vikas Nigam Limited

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

Telephone No.: +91-755-2553595, 2575670

Email: spvrc.mpuvn@gmail.com

Website: <http://www.mprenewable.nic.in>

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Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)

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

Telephone No.: +91-755-2553595, 2575670;

Website: <http://www.mprenewable.nic.in>, Email: spvrc.mpuvn@gmail.com

NOTICE INVITING PROPOSALS

RFP No: MPUVN/SWH/2022/1142

Dated: 31/05/2022

Madhya Pradesh Urja Vikas Nigam Limited, invites Proposals from eligible Bidders to participate through this Request for Proposal (RFP) for Standardization of Rates and Selection of Contractors for FPC/ETC Solar Water Heating Systems for Survey, Design, Supply, Installation and Commissioning along with 5-year warranty & Comprehensive Maintenance Contract (CMC) etc and procurement of Solar Cooker in accordance with BIS norms at various locations in state of Madhya Pradesh.

For the implementation of above-mentioned work, Bidder should submit their bid proposal along with non-refundable Bid Processing Fee and all requisite documents complete in all respects on or before **27/06/2022** up to 1630 hours. in the office of “Nodal Agency” in prescribed format. Bid proposals received without the prescribed Bid Processing Fee and Bid Security will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on **30/06/2022** at 1500 hours. in the presence of authorized representatives of Bidder who wish to be present.

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

It may be noted that the costs of preparing the proposal and, visits to MPUVNL’s office and elsewhere, are not reimbursable as a direct cost of the proposal and MPUVNL is not bound to accept any/ all of the proposals submitted. All Successful Bidders are expected to commence the Work on the Time-schedule specified in the work order as per the Scope of Work, General & Specific Terms and Conditions mentioned herein.

(Managing Director)

M.P. Urja Vikas Nigam Ltd., Bhopal

Email: spvrc.mpuvn@gmail.com

DISCLAIMER

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

A. BID INFORMATION SHEET

Document Description	Standadrization of Rates and Selection of Contractor for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating Systems along with 5 years warranty & Comprehensive Maintenance Contract (CMC) etc and procurement of Solar Cookers in accordance with BIS norms in the state of MP.	
RFP No. & Date	RFP No: MPUVN/SWH/2022/1142	Dated: 31/05/2022
RFP Purchase Start Date	27/06/2022 at 1800 hours.	
RFP Purchase End Date	27/06/2022 up to 1630 hours.	
Pre-bid Meeting	A pre-bid meeting shall be held on 14/06/2022 at 11:00 a.m. at MPUVNL's office, Urja Bhawan, Link Road No. 2, Shivaji Nagar, Bhopal – 462016. Interested Bidder may send their representatives to attend the same.	
Last date & Time of Submission of Envelope A (HARD copies)	30/06/2022 up to 1330 hours.	
Bid Opening (Technical)	30/06/2022 up to 1500 hours.	
Project commissioning timelines	Contractor would be expected to commission works in Work Order within timelines given in the RFP (Clause 7.15) from date of issue of work order, extendable by 90 days at sole discretion of Managing Director, MPUVNL. However, work specific timelines shall be defined in respective work orders.	
Bid Processing Fee (non- refundable)	Bidder shall pay Bid processing fee of Rupees 5,000/- (in words Five Thousand only + GST) online on MP Tenders Portal. By paying this fee, a Bidder shall be eligible to Bid for one or more Categories of systems under this RFP. Additionally, Bidder shall pay E-tendering fees of requisite amount to the	

Request for Proposal for SWHS

	<p>hosting agency.</p> <p>No exemption towards processing fees or E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.</p>
Bid Security	<p>1.1. Bid security shall be 2% of approximate cost of project for each category/ type of systems as mentioned under Table-1 of this RfP.</p> <p>1.2. Interested Bidder shall furnish Bid Security of required amount for each Category/ types of system for which Bidder is placing Bid. Bidders placing Bid for more than one Category/ types of system could furnish single Bid Security of value equivalent to the sum of the of Bid Securities required for each Category/ types of system in which Bidder is participating. The Bid Security as defined in this RFP document, shall be paid online at mptenders.gov.in portal.</p> <p>No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.</p>
Operational Performance Bank Guarantee (“O-PBG”)	<p>Contractor shall be required to furnish a Construction- Performance Bank Guarantee (“C-PBG”) of value equivalent to 3% of a Work Order Value.</p> <p>Contractor shall furnish Operational Performance Bank Guarantee (“O-PBG”) of 15% of discovered Project cost in the form and manner prescribed in this RFP.</p> <p>Contractor shall furnish these Bank Guarantees as per the prescribed (FORMAT 5)</p>
Update on this RFP	<p>Bidders are advised to keep tracking of changes/ updates/ corrigendum regarding this RFP on http://www.mprenewable.nic.in OR https://www.mptenders.gov.in</p>
Bank account details (For RTGS payment)	<p>Account Holder Name : M. P. Urja Vikas Nigam Ltd.</p> <p>Bank Name : ICICI Bank Ltd.</p> <p>Bank Branch Address : Shivaji Nagar, Bhopal</p> <p>Account No. : 656501700049</p> <p>IFSC Code : ICIC0006565</p> <p>MICR Code : 462229012</p>

**Address for Bid
submission/
correspondence**

Mr. Shrikant Deshmukh (Superintendent Engineer)

“Urja Bhawan” Link Road No. 2,

Shivaji Nagar,

Bhopal – 462016

Email: spvrc.mpuvn@gmail.com

Update on this RfP

Bidders are advised to keep track of changes/ updates/ corrigendum regarding this RfP on <http://www.mprenewable.nic.in> OR <http://www.mptenders.gov.in>

B. ABBREVIATION

BIS	Bureau of Indian Standards
BOS	Balance of System
CA	Chartered Accountant
CMC	Comprehensive Maintenance Contract
CPVC	Chlorinated Poly Vinyl Chloride
CST	Central Service Tax
DREO	District Renewable Energy Officer
FY	Financial Year
GI	Galvanized Iron
GST	Goods and Service Tax
IEC	International Electro technical Commission
IP	Ingress Protection
IST	Indian Standard Time
INR	Indian National Rupees
LD	Liquidated Damages
LICA	Letter Inviting Consent for Agreement
LLPF	Limited Liability Partnership Firm
LPD	Litres Per Day
MNRE	Ministry of New and Renewable Energy
MP	Madhya Pradesh
MPUVNL	Madhya Pradesh Urja Vikas Nigam Limited
MSME	Micro, Small and Medium Enterprises
NABL	National Accreditation Board for Testing and Calibration Laboratories
O/M	Operation & Maintenance
O-PBG	Operational Performance Bank Guarantee
PAN	Permanent Account Number
P & L Account	Profit and Loss Account
PSU	Public Sector Utility
RFP	Request for Proposal
RMS	Remote Monitoring System
ROC	Registrar of Companies
SNA	State Nodal Agency
SoR	Schedule of Rates (recently issues by Competent Department under State/GoI)
SWHS	Solar Water Heating System
WO	Work Order

C. DEFINITIONS

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

1. **“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly
 - i. controls, or
 - ii. is controlled by, or
 - iii. is under common control witha Bidder or a member (in case of a Consortium) and control mean ownership by one Bidder/member of at least 51% paid up equity capital in any other Bidder. Any bank or financial institution shall not be considered as Affiliate.
2. **“Agreement”** shall mean the terms and condition agreed and signed between Contractor and Nodal Agency;
3. **“Awarded Capacity”** shall means the total quantity of works awarded to the Contractor for implementation of agreement under this RFP;
4. **“Beneficiary”** shall mean the site (one or more than one building) owned by the Tribal Welfare Department, Govt of Madhya Pradesh.
5. **“B. I. S”** shall mean specifications of Bureau of Indian Standards (BIS);
6. **“Bid”** shall mean the Technical and Financial proposal submitted by the Bidder along with all documents/credentials/attachment’s annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
7. **“Bidder(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor or Consortium submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
8. **“Bidding Consortium or Consortium”** shall refer to a group of two or more bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid, in response to RFP for the project.
9. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
10. **“Bid Security”** shall mean Bid Security of desired value in the form of unconditional and irrevocable bank guarantee ([as per Annexure 4](#)) or an RTGS transfer in favour of MPUVNL, to be submitted along with the Bid by the Bidder;
11. **“Category”** shall refer to each of the head categories as per Clause 2.2 of this RFP.

12. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
13. **“Commissioning”** shall mean the situation where the installed Solar Water Heating System operates successfully for a period of 1 hours as per Clause 7.4 (b).
14. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act,2013 including any amendment thereto;
15. **“Competent Authority”** shall mean Managing Director of MPUVNL, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
16. **“Comprehensive O&M”** shall mean insurance, warranty, spare parts and operation & maintenance of Projects for five (05) years from the date of Commissioning;
17. **“Contract”** shall mean the Survey, Design, Supply, Installation and Commissioning of Solar Water Heating System along with **5 years** warranty & Comprehensive Maintenance Contract (CMC) from the date of commissioning in accordance with BIS norms at various locations in the State of M.P.
18. **“Contractor”** shall mean the Successful Bidder or Project Company who has accepted the LICA and has signed the Agreement.
19. **“Eligible Bidder(s)”** shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of their Financial Bid;
20. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP;
21. **“Financial Bid”** shall mean online financial Bid, containing the Bidder’s quoted Price as per RFP format;
22. **“Inspecting Authority”** shall mean the authority designated by the Nodal Agency for the said purpose;
23. **“LICA”** shall mean Letter Inviting Consent for Agreement;
24. **“Lead Member”** shall mean the member of Bidding Consortium which is designated as lead of the Consortium by other member(s) to represent them as Bidder for this RFP;
25. **“Nodal Agency”** shall mean the Madhya Pradesh Urja Vikas Nigam Limited, (MPUVNL)Bhopal;
26. **“Prudent Utility Practices”** shall mean the practices, methods and standards that are generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law.
27. **“Qualified Bidder(s)”** shall mean, for given scope of work, the Eligible Bidder having

quoted minimum Financial Bid in a Category or Eligible Bidder matching minimum Financial Bid in a Category

28. **“Rate Validity Period”** shall mean the period between date of signing of Agreement and **FY 2022-2023 (up to 31st March 2023)**. The rates 10standardized after bidding process under this RFP shall be valid and applicable for Contract(s) awarded on or before the Rate Validity Period.
29. **“RFP”** shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it;
30. **“Service Centre”** shall mean a facility of the Bidder where servicing of the Solar Water Heating System and associated equipment shall be carried out. (Refer Clause 3.5 & 7.14 (b)).
31. **“Site”** shall mean the area where it is proposed to install the Solar Water Heating System.
32. **“Solar Water Heating System (SWHS)”** A Solar Water Heater is a device which provides hot water for the purpose of bathing at required temperature as per the given specifications, harnessing Solar Energy available during the daytime.
33. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
34. **“Successful Bidder(s)”** shall mean the Qualified Bidder(s) selected by MPUVNL pursuant to this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom LICA has been issued;
35. **“Work”** shall mean any work entrusted to the Contractors as mentioned in the scope of work in this RFP and Agreement.
36. **“Zero Date”** shall mean the date of availability of shadow free area on the roof top at respective site (can be one building or multiple buildings) and water availability on the roof top at a height of 3 meters.

D. INTERPRETATIONS:

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

SECTION-I

INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDER

1. INTRODUCTION:

Request for Proposal for inviting Proposals for Standardization of Rates and Selection of Contractor for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating System along with 5 years (five) warranty & Comprehensive Maintenance Contract (CMC) etc and procurement of Solar Cookers in accordance with BIS norms in different sites located anywhere in Madhya Pradesh. The detailed RFP document can be viewed on www.mprenewable.nic.in and purchased & downloaded from the web-site www.mptenders.gov.in.

The Bidder is advised to read carefully all instructions and conditions of this RFP and understand the scope of work fully. All information and documents required as per the RFP must be furnished with bid. MPUVNL reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All bidder qualifying technical stage shall be treated at par. Financial Bid of Bidder qualifying at technical stage only shall be opened.

Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever, that might affect the carrying out of the works in line with the scope of work specified in the RFP at the bid price and to have satisfied himself of the sufficiency of his bid. The Bidder shall be deemed to know scope, nature and magnitude of the works, and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works Successful Bidder shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP.

2. BID DETAILS:

Bidder shall be required to bid as per categories mentioned in table below:

Table 1: Product Categories.

The bidders can bid for the estimated capacity in LPD in one category or multiple categories including the complete estimated capacity in LPD as per the below Table 1.

Capacity LPD	Approximate number	Type	Temperature	Estimated Cost of work (Rupees in lacks)	Technical Eligibility through Experience	Financial Eligibility	
						Through net worth (INR Lakh)	Through Turnover (INR Lakh)
100	100	ETC	60 deg C	20.00	5 of any	3	6
200	150	ETC	60 deg C	60.00		9	12
500	200	ETC	60 deg C	200.00		30	40

- For individual system capacities which are more than 500 liters, multiple of 100, 200 and 500 systems maybe deployed.
 ‘*’ - The estimated total capacity in LPD in a Category mentioned in this tender are tentative and can decrease or increase by twice

Note: ETC-Evacuated Tube Colletor

Please Find the Annexure- 12 for all the site corresponding to each category

RFP documents can be downloaded and purchased online from <http://www.mptenders.gov.in> . Any queries relating to the process of online bid submission or queries relating to MP TENDERS Portal in general may be directed to the 24x7 MP TENDERS Portal Helpdesk 0120-4001 002, 0120-4200 462, 0120-4001 005, and 0120-6277 787. For any technical issues or Clarifications bidders are requested to contact the support-eproc@nic.in and mptenders@mpsdc.com.

Key Dates (Table 2)

Sr. No.	Tender Stage	Date	Time(Hrs)
1.	Date of Tender Publishing	31/05/2022	-
2.	RFP Purchase Start Date	03/06/2022	1200
3.	Pre-Bid Meeting Date & Time	14/06/2022	1100
4.	Online Bid Submission Start Date	20/06/2022	1800
5.	RFP Purchase End Date	27/06/2022	1630
6.	Mandatory submission of Hard copy(except financial bid)	30/06/2022	1330
7.	Technical and Bid Security opening	30/06/2022	1500
8.	Financial Opening Date (Online)	04/07/2022	1500

3. INSTRUCTIONS TO THE BIDDER:

Bidder must meet Eligibility Criteria either independently or as consortium of two or more members comprising of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination of these. In case Bidder is a Consortium, a consortium agreement as per Annexure 20 shall be required to be furnished along with the Bid.

In case Bidder is a Consortium, Technical Eligibility Criteria shall be independently met by Lead Member of Consortium only. However, Financial Eligibility Criteria can be met individually or jointly by other members of Consortium.

Further, Bidder must note that for evaluation of qualification against Financial Eligibility Criteria through turnover as required by this RFP.

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

- a) A Bidder submits more than one Bid in the same category bidding process, either individually [including bid submitted as authorised representative on behalf of one or more Bidder(s)].

OR

- b) They have a relationship with each other, directly or through common third parties,

that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of MPUVNL regarding this bidding process.

For carrying out the maintenance service during the warranty & CMC effectively, the Contractor shall establish at least one local service centre at each Commissionerate where number of works commissioned by Contractor are more than or equal to 5000 LPD (cumulative capacity). The bidder will maintain the records of two half-yearly visits as mentioned in the enclosed format (Annexure 15). As the maintenance facility is to be provided in the warranty of CMC, hence no additional payment will be made by MPUVNL for maintaining the above inventory at the service centre.

RFP can be viewed from Nodal Agency's website <http://www.mprenewable.nic.in>

And

RFP document can be downloaded and purchased online from <https://www.mptenders.gov.in>.

Instructions to Bidders on E-tendering

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

password and the password of the DSC / e-Token.

- g) For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://mptenders.gov.in/> . Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
- h) Tender documents can be downloaded from website <https://mptenders.gov.in/> free of cost. Bidders need to submit the Bid Processing Fee at the time of online submission of the bid.
- i) Service and gateway charges shall be borne by the Bidders.
- j) The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
- k) If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- l) Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
- m) Department shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- n) Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.

MPUVNL shall have full rights to accept or reject any or all the proposals, in part or full, without assigning any reason thereof. MPUVNL may modify terms and conditions of this RFP on mutual consent, on or before signing of the Agreement.

MPUVNL shall purchase systems /materials as per requirement. Even if MPUVNL does not purchase any of the articles or purchases less than the quantity communicated in the RFP, the Bidder shall not be entitled to claim any compensation / damage.

The Lowest Rates of Civil work (if required) Providing ,Laying and Fixing of Pipe line cold water storage tank with mounting structure(if required) will be decided on the basis of Percentage Rate above or below or at par) on Schedule of Rates (SOR) for building works, Public Works Department (PIU), Bhopal, Govt. of M.P. In force from 1st August 2014 issued By Project Director, M.P.P.W.D Bhopal shall be the part of this RFP. The lowest Percentage Rate (above or below or at par) received will be standardized and shall be binding to the selected eligible bidders of Solar Water Heating System for getting the work executed at the allocated sites.

ELIGIBILITY CRITERIA:

GENERAL:

- a) The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed

partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLPF) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLPF/ Sole Proprietor registration, as applicable and relevant, shall be furnished along with the bid in support of the above.

- b) The bidder should be a Manufacturer or an Authorized Dealer or System Integrator having working installation of Solar Water Heating System since the past 5 years as per the technical eligibility criteria in Table 3.
- c) Bidder having been **Blacklisted** by MPUVNL or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP. And have to confirm the same on its letter according to [Annexure 16](#).
- d) Bidder should have valid **Test reports** of Solar Flat Plate Collector/Evacuate Tube Collector and Solar Cookers from BIS. These Test Certificates should be Vendor specific in case of Manufacturer and in case of Authorized Dealer/System Integrator the Test Certificate should be in the name of Manufacturer the Authorized Dealer/System Integrator is using for the Certificate. The test Certificate should be valid at the time of bidding and work allotment (thereof), for complete solar water heating system (SWHS).
- e) Test Certificate should have been issued in accordance with BIS specification of the system as attached in [Annexure 17](#). The same make of the system, for which the test report is submitted in the Bid, should be supplied by the Contractor. In this regard, Bidder must furnish an undertaking by equipment supplier in the format attached as [Annexure 13](#).

In case the successful bidder is unable to supply the system with the same make for which the test report was submitted along with the bid, then with the prior approval from MPUVNL, the bidder shall submit the test report for the system which is being supplied before it is start executing the work order.

- f) The Bidder should have valid GST registration certificate. A copy of which should be enclosed along with [Annexure 14](#).

TECHNICAL ELIGIBILITY CRITERIA:

- a. Sole Bidder shall meet Technical Eligibility Criteria as per this RFP. In case Bidder is a Consortium, Technical Eligibility Criteria shall be independently met by Lead Member of Consortium.
- b. The Bidder should have experience in design, engineering, supply, installation, testing and commissioning including Comprehensive O&M of minimum number of systems, in last three (3) years, as mentioned for different Systems as mentioned under Table 1. In case of Consortium, eligibility of Lead Member shall be evaluated. The credentials of Affiliate of Bidder/ other members of Consortium shall not be considered for qualification against Technical

Eligibility Criteria.

- c. All the systems/systems shown to meet Technical Eligibility Criteria should have been commissioned 15 days prior to Technical Bid opening date. The list of Projects commissioned 15 days prior to Technical Bid opening date along with a copy of the Completion certificate and work order/contract/agreement from the Client/State Nodal Agency/Government Organisation/SEC in the name of Bidder shall be submitted.

FINANCIAL ELIGIBILITY CRITERIA:

- a. Bidder shall have the option of establishing eligibility through net-worth or turnover as required by this RFP.
- b. Bidder can use its own financial strength or of its Affiliate to fulfill the Financial Eligibility Criteria mentioned in RFP.
- c. If Bidder is using Affiliate's financial strength to fulfill the Financial Eligibility Criteria, then it has to submit details of financial strength of its Affiliate only.
- d. In case of Consortium, Financial Eligibility Criteria can be met individually or jointly by members of the Consortium or their respective Affiliates, if the members opt to do so.
- e. For Consortium members too, Bidder should submit the financial strength details of either Affiliate or themselves depending on through which they are satisfying Financial Eligibility Criteria.
- f. The Bidder should have Net-Worth for FY 2020-21 (if audited balance sheet not available for FY 2020-21, then Net Worth for FY 2019-20 can be considered), as per Table 1.
 - a. The Computation of Net-Worth shall be based on unconsolidated audited annual accounts. The formula for Net-Worth calculation shall be as per Companies Act, 2013.
 - b. If the Bidders are not incorporated as companies, then the Net-Worth should not be older than one year from the bid submission date.
 - c. In relation to a Partnership Firm/ Limited Liability Partnership Firm, the Net-Worth shall be equal to the combination of capital contribution of the partners and the undistributed profits of the partners.
 - d. In case of Sole Proprietor (including any reserves), the Net-Worth shall be equal to Proprietor's Capital Account.
 - e. Bidder shall submit the average turnover since the incorporation not going prior to FY 2018-19, supported by year wise audited annual accounts duly certified by Chartered Accountant/ Statutory Auditor (as applicable) to meet the Financial Eligibility Criteria as mentioned in Table 1.

Illustration: For a company incorporated in FY 2014-15, the bidder should share the average turnover for FY 2020-21, FY 2019-20 and FY 2018-19. Whereas, for a company incorporated in FY 2019-20, the bidder should share the average turnover for FY 2019-20 and FY 2020-21.

Note:-

- i. *All requisite documents, such as balance sheet, P&L account, schedules etc., duly certified by a Chartered Accountant (CA) and the participants, in support of participants claim for meeting the financial eligibility criteria shall be required to be submitted. Submission of Provisional Balance Sheet is allowed for FY 2021-22 but for fulfilling Financial Eligibility Criteria of Turnover, calculation is to be done on audited balance sheet only, that can be for FY 2020-21 and previous years as defined in the RfP.*
 - ii. *It is essential to submit financial eligibility criteria requirement and undertaking form as attached in FORMAT 9, FORMAT 10 and FORMAT 11 of this RFP document.*
- f. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements, provided the Bidder has at least fifty one percent (51%) equity in each company whose accounts are merged in the audited consolidated accounts.
 - g. In case Bidder or any member of Consortium opts to refer its Affiliate to meet the Financial Eligibility criteria, then such Affiliate shall remain in control of the Bidder or remain under common control with the Bidder or remain in control of the Bidder from the date of bid submission till the period of 1 year from the date of Commissioning of Awarded Capacity, and no dilution of ownership/ common control shall be allowed without prior written approval of Nodal Agency. In cases wherein the Awarded Capacity gets exhausted and Bidder requests for additional capacity, the period of one (1) year for control in the Successful Bidder or The system Company shall be applicable till one (1) Year from the date of Commissioning of entire additional capacity awarded by the Nodal Agency. Further, Affiliate of Bidder/ member of Consortium shall furnish information as sought in FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT and CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER.
- Note: For the purpose of this provision “control” shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority directors.*
- h. Bidder shall furnish documentary evidence as per the FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidder in support of their financial capability”.
 - i. Bidders shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility (FORMAT 17). If the declaration to above effect is found to be false, the eligibility would be considered null and void.

CHECK-LIST:

- 3.12.1. To ensure that the online and hard copy submission of RFP is complete in all respects, check-lists for Envelope- A, as mentioned in [Section -V](#) is required to be duly tick marked/filled for the enclosures which are attached with the RFP document. The main envelope should only contain Envelope-A in sealed condition. The requisite documents required are indicated in the checklists. It is essential for the participant to submit

checklists duly sealed and signed with its corresponding envelope. However, this Checklist is indicative, and Bidder shall be responsible for meeting all information requirements, as per provisions of this RFP.

AUTHORIZED DEALER/ SYSTEM INTEGRATOR

The Authorized Dealer/ System Integrator should get an undertaking from the Manufacturer (on Manufacturer's letterhead) mentioning that the Authorized Dealer/System Integrator would be using the Solar Flat Plate Collector approved from BIS.

Authorized Dealer should get a "Certificate of Authorized Dealership" from Manufacturer (on Manufacturer's letterhead), mentioning the participation of the Authorised Dealer for this RFP.

BID SUBMISSION BY THE BIDDER:

The Bidders are expected to read and examine all terms and conditions included in this document very carefully. MPUVNL reserves the right to seek clarification on the submitted Bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the Bid(s). Bidders are also expected to regularly check the RFP inviting authority's website for updates regarding this RFP.

The Bidders are required to carefully study all the Condition(s) of the RFP, the Specifications and the relevant Provisions of BIS Norms as applicable / as the case may be, wherever necessary, before submission of their Proposal. The Technical particulars of the Material(s) & Equipment(s) offered must comply with the relevant Specifications. The Bidders are also required to keep track of amendments / updates of BIS specifications for concerned systems. If any amendments are issued by BIS in due course of time, in this context, then those shall be applicable under this RFP.

The Bid (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory and stamp of the Bidder's entity on each page of the Proposal.

All Pages of RFP Document must be duly signed with Seal on each page by Authorized Signatory as Token of Acceptance. All formats/annexures of the RFP documents must be completely filled (wherever required), duly signed with Seal, failing which the RFP may not be considered. Certificate of Authorization / Power of Attorney from manufacturer must be enclosed.

The Authorized Signatory, as mentioned in the Bid, would be authorized to represent the Bidder in its dealings with MPUVNL. In case the bidder wishes to change the Authorized Signatory from the one identified at the RFP Stage; the Bidder would be required to furnish a fresh Power of Attorney in the name of the new Signatory.

The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MPUVNL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

Bidder shall be free to submit Bid for all capacities and types of Solar Water Heating Systems as per given categories

Any Conditionality / deviations and variations in RFP shall not be allowed, except for in the situations of change in laws.

The Bid shall be valid for a period of 120 days from the Bid Deadline.

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

1.3. **BID DOCUMENTS:**

1.3.1. The Bid in response to this RFP shall be submitted ONLINE by the Bidder in the manner provided in the RFP. The Bid shall comprise of the following:

j. Online submission: The following documents or their scanned copies are to be submitted through ONLINE portal in the appropriate cover folder on the portal:

- Covering letter as per prescribed format (FORMAT 1).
- Bid Processing Fee
- Bid Security- to be submitted online at **mptenders.gov.in**portal as per mechanism prescribed therein
- General particulars of the Bidder as per FORMAT 2of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- Bidder's composition and ownership structure as per prescribed FORMAT 3as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorized signatory of the Bidder(as applicable).
- Original power of attorney (*To be stamped in accordance with Stamp Act*),as per FORMAT 7issued by the Bidder in favour of the authorized person signing the Bid (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated

under Company Act 1956 or Company Act 2013).

- FORMAT 8 and FORMAT 9 for meeting Eligibility Requirements along with all supporting documents. In case of startups participating as per the clause 3.4.4, instead of submitting FORMAT 8 and FORMAT 9 they shall submit FORMAT 20 and FORMAT 21.
- CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER, if applicable, supported by Board Resolution of the Affiliate.
- FORMAT 16: POWER OF ATTORNEY
- CONSORTIUM AGREEMENT, if applicable.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per UNDERTAKING FORM, as applicable.
- Signed and stamped Copy of RFP including amendments & clarifications and minutes of pre-bid meeting by authorised signatory of Bidder is not required to be submitted online. Instead, FORMAT 17 will suffice the purpose.

k. Offline submission: Unless required in hereunder or specially asked by MPUVNL as a part of clarification on already submitted Bid, no document as a part of Technical Bid shall be submitted in hard copies or offline. However, all such documents have to be mandatorily uploaded online by Bidders.

Subject to above, following documents shall be submitted offline/ hard copies (in original or copy) as applicable:

- Bidder's composition and ownership structure as per prescribed FORMAT 3 as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorized signatory of the Bidder (as applicable).
- Original power of attorney (*To be stamped in accordance with Stamp Act*), as per FORMAT 7 issued by the Bidder in favour of the authorized person signing the Bid (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013).
- FORMAT 16: POWER OF ATTORNEY
- CONSORTIUM AGREEMENT, if applicable.
- Signed and stamped copy of RFP including amendments & clarifications and minutes of pre-bid meeting by authorised signatory of Bidder is not required to be submitted offline/ hard copies.

a. Financial Bid (Online Only)

- i. The financial bid shall cover all costs for this RFP as per Scope of Work given in this document. The financial proposal must take into account all the Taxes. The rates quoted should be inclusive of all taxes and duties. However, all the taxes and duties shall be quoted separately as per Section VI.

- ii. The Bidder shall upload a separate rate sheet for each category of Solar Water Heating System he wishes to bid in, so as to avoid opening of bids where he has been disqualified. In case there is discrepancy in the rates submitted, the rates entered in words will prevail.
- iii. Rates quoted must be firm and fixed inclusive of all costs to be incurred for undertaking works under Scope of Work under this RFP.
- iv. Rates once accepted shall be valid up to the Rate Validity Period. No deviation in the Terms and Conditions, Specifications of Material, Inspection clause, Terms & Conditions for Payments, etc., will be accepted.
- v. No price escalation will be allowed. It shall be essential to quote rates including Warranty cum CMC and applicable taxes, or else the Proposal shall not be accepted.
- vi. The financial bid should be prepared considering above and using the formats given at [Section-VI](#), ONLINE only, individually for each of the category of Solar Water Heating System participated.

CLARIFICATIONS AND PRE-BID MEETING:

The Bidder may seek clarifications or suggest amendments to RFP in writing, through a letter or in soft copy by E-mail, to reach Nodal Agency at the address, date and time mentioned in Bid Information Sheet.

The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information Sheet, or any such other date as notified by Nodal Agency.

The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing and submitted by the Bidder.

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

BID DUE DATE:

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

VALIDITY OF BID:

The bid shall remain valid for a period of 120 days from Bid Deadline. In case, Successful Bidder is revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting Letter Inviting Consent for Agreement (“LICA”), Nodal Agency shall forfeit the Bid Security furnished by the Bidder. In exceptional circumstances when LICA is not issued, the Nodal Agency may solicit the Bidder's consent to an extension of the period of Bid validity. In such circumstances, the Bid Security provided shall also be suitably extended.

COST OF BIDDING:

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

1.4. PERFORMANCE BANK GUARANTEES (PBGs)

- a. Nodal Agency shall issue a LICA to the Contractor. The Contractor shall be required to submit C-PBG (3% of Work Order Value) as per FORMAT 5. It should reach to the office of Nodal Agency within 15 days from the date of issuance LICA. After validation of C-PBG, Nodal Agency shall issue the separate Work Order for different projects sites/ Systemsto the Contractor.
- b. The Contractor shall furnish C-PBG from a nationalized/ scheduled bank in form of Bank guarantee as per prescribed format (FORMAT 5:)
- c. Submitted C-PBGs shall be valid till six(6) months from the date ofProject/ System completion as mentioned in the Work Order with a further claim period of six (6) months or required to be extended as deemed necessary in case of delay in completion.
- d. Contractor may submit higher value of C-PBG to take care of future Work Orders. It must be noted that any point of time, the amount of C-PBGs submitted to Nodal Agency shall be more than or equal to 5% of cumulative value of all ongoing Work Orders issued to Contractor.
- e. In case, Contractor has furnished more than one C-PBGs as per requirement, and no amount is blocked in such additional C-PBGs, the Bidder may request Nodal Agency to return such additional C-PBGs provided.
- f. Contractor shall be required to furnish O-PBG from a nationalized/ scheduled bank, of

value equivalent to 15% of Work Order value of a Project/ System individually in form of Bank guarantee as per prescribed format (FORMAT 5) after completion of a System. The Contractor shall furnish O-PBG within seven (7) days from the date of Completion.

- g. However, Contractor may plan to submit one O-PBG of desired combined value for all Projects/ Systems being Commissioned in a month with an undertaking (FORMAT 12) in that behalf. Validity for O-PBG shall be till the period of five (05) years with claim period of six (6) months from the date of successful Commissioning of such Projects/ Systems. In case O-PBG is being submitted to the Nodal Agency before the Commissioning of a System, as per this RfP, then the validity should be from the scheduled commissioning date as per the Work Order and would be required to be extended as deemed necessary in case of delay in Commissioning.
- h. Alternatively, the contractor can submit a revolving yearly O-PBG for a duration of five (5) years with a claim period of 6 months for the last year. However, if the Contractor wants to submit O-PBG at the time of allocation of work, instead of a C-PBG, then the contractor shall submit an O-PBG for a duration of six (6) years, with a claim period of six (6) months. Alternatively, the Contractor can submit a revolving yearly O-PBG for a duration of six (6) years with a claim period of six (6) months for the last year.
- i. If a Contractor wishes to use an already submitted PBG (C-PBG) for another Work Order, they may do so by submitting an Undertaking to the Nodal Agency stating the same as per FORMAT 13. The Nodal Agency shall check the applicability of the PBG(s) provided for reuse. The approval or rejection of the same shall be under the sole discretion of the Nodal Agency.
- j. Nodal Agency shall release C-PBG of Project/ System to Contractor soon after the receipt of O-PBG related to that Project/ System,. Further, Nodal Agency shall release the O-PBG of a System after the successful completion of five (5) years from the Commissioning of the System. Prior to this, Contractor shall be required to handover all the documents including warranty related documents, equipment, components of the System and certification shall be required from the Beneficiary for the effective handover of the System's operation.

LIQUIDATED DAMAGES (LD):

In case of natural calamity or any reason beyond the control of Contractor such as site unavailability etc. or unavoidable circumstances, the work is not commissioned within the timelines as mentioned in Clause 7.15, MPUVNL may consider grant of extension after having found the reasons to its satisfaction, submitted by contractor within the scheduled time. Delay in supply of any equipment by the related vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension.

If there is delay in commissioning from timelines mentioned in Clause 7.15, then Contractor shall be liable to pay LD @ 1% of value of work of SWHS not commissioned as per Work Order, per complete week of delay, maximum till 12 weeks from date of commissioning as mentioned in Work Order. In case, the work(s) are not

commissioned even after 12 weeks from the date of commissioning or extended date, then MPUVNL shall cancel the works not commissioned under the applicable Work Order.

MPUVNL shall offer work(s) cancelled under provisions of Clause 3.21.2 to other Contractor(s)/ Qualified Bidder(s) for their consent as per provisions of **Clause 5.7**. In

case, other Contractor(s)/ Qualified Bidder(s) refuses to accept such work(s), then it shall be executed in accordance with Clause 3.32.3 at risk and cost of the Contractor. If recovery is not possible from the bills and the bidder fails to pay the losses or damages within one month, the recovery shall be made under Madhya Pradesh Public Demand Recovery Act or any other law applicable under these circumstances.

For all Categories, if the Contractor refuses to execute work(s) in a Work Order or fails to submit O-PBG as per provisions of Clause 3.20.2 within its allocated capacity, subject to provisions of Clause 5, following clauses shall be applicable:

- a) MPUVNL shall offer such work(s) to other Contractors/Qualified bidders in the category for their consent as per provisions of **Clause 5.7**. If other Contractors are willing to execute such work(s), then LD @ 1% of refused work(s) shall be levied on the Contractor.
- b) However, if Contractors/Qualified Bidders under (a) do not agree, then it shall be obligatory for Contractor to execute such work(s). In case Contractor refuses such obligatory work(s), then following provisions shall be applicable
- c) In accordance with the provisions of Clauses 3.21.1, 3.21.2 & 3.21.3 , if in a Category the cancelled/refused works, MPUVNL reserves the right to terminate the Agreement as per provisions of Clause 3.30.2 and forfeit the Bid Security and may choose to complete the balance work as per provisions of Clause 3.30.3.

OPERATION AND MAINTENANCE:

The performance of the Solar water heating System Supplied, Installed & Commissioned along with additional work shall be under Warranty by the Participant for a period of **5 years** from the date of Commissioning of system at site. This Warranty shall be for a period of five years from the date of Commissioning for the complete system

During the course of aforesaid **5 years** Warranty cum mandatory maintenance period, the Contractor(s) will service and maintain the systems. The Contractor will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at his own cost.

CONTRACTOR'S DEFECT LIABILITY:

If it shall appear to the MPUVNL that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description not as per Work Order(s), the Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials at its own charge and cost if so desired by MPUVNL in writing.

The Contractor shall also be undertaking the operation and maintenance of the project and consequently shall be required to rectify any defects that emerge during the operation & maintenance of the Project for the entire term of the Contract.

Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any defect or of any damage to the project arising out of or resulting from improper operation or maintenance of the Project by the Contractor during operation and maintenance of the system.

The Contractor shall ensure that the Solar Water Heating System components are of same specifications as was mentioned in the Inspection cum Commissioning report as mentioned in Clause 7.1. During any stage of the Contract, if it is found that specifications of such equipment(s) differ from that mentioned in the Inspection cum Commissioning report, then agreement shall be terminated, and Contractor shall be debarred from participating in future tenders.

OPENING OF BID:

Technical bid of the Bidder shall be opened at date and venue as indicated in this RFP, in the presence of one representative from each of the Bidder who wish to be present.

Name of the Bidder, Bid Security and Bid Category(ies) shall be read out to all the Bidder.

RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:

This RFP may be withdrawn or cancelled by the Nodal Agency at any time without assigning any reasons thereof. The Nodal Agency further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

The Nodal Agency reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the Nodal Agency shall have no liability towards any Bidder and no Bidder shall have any recourse to the Nodal Agency with respect to the selection process.

Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, MPUVNL reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during the course of evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MPUVNL may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted in Envelope – A, as per Clause 3.14.10 shall be ensured, failure on this account may lead to rejection of Bid.

Nodal Agency reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by Nodal Agency will be full and final.

ZERO DEVIATION:

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

EXAMINATION OF BID DOCUMENT:

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

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

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

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

The Comprehensive O&M of Solar Water Heating System shall include physical damage, wear, tear, overhauling, machine breakdown, appropriate insurance (if and as required), and replacement of system components, spares, consumables & other parts for a period of **5 years**. Further, Insurance towards theft and/or physical damage to material/equipment after completion of the works would be outside the scope of the Contractor. However, appropriate coverage of insurance on all other issues, after the completion of the project, is within the Contractor's scope.

TAXES AND DUTIES:

The Financial Bid should include all taxes and duties etc., if any. The contractor shall quote the applicable taxes and duties separately as for Section VI. Contractor shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable will be payable by the Contractor. However, if any new changes in tax/duty is affected in the period from the Bid Deadline to the Rate Validity Period and/or period of Contract, the same will be passed on by the Contractor to the Nodal Agency.

Bidder shall quote price against all the three components, namely (i) Supply of material component; (ii) Erection, installation and commissioning (I&C) component and (iii) O&M component. However, Total Price quoted shall be considered for evaluation of

the Financial Bid(s). Further, to evaluate and ascertain impact of any change in taxation laws in future, the rates applicable for each component on the date of Bid submission shall be considered.

PROGRESS REPORT:

3.29.1. Contractor shall have to complete the works in Work Order within 180 days as per Clause 7.15 from the Zero date extendable by 30 days, at sole discretion of Managing Director, MPUVNL. However, specific work completion timeline shall be as specified in respective work order(s), depending upon quantity and location of works. The Contractor shall submit monthly progress report to Nodal Agency, in prescribed proforma. Nodal Agency will have the right to depute his/their representatives to ascertain the progress of works at the premises of work of the Contractor.

PROJECT INSPECTION:

The progress of work(s) will be monitored by Nodal Agency and the work(s) will be inspected for quality at any time till Commissioning or after the commissioning of the Project either by officer(s) from Nodal Agency or any authorized agency/ experts. Nodal Agency may also depute a technical person(s) from its list of empanelled experts for inspection, third party verification, monitoring of work(s) installed to oversee the implementation as per required standards and also to visit the manufactures' facilities to check the quality of products as well as to visit the authorized dealers to assess their technical capabilities as and when required.

Nodal Agency shall have the right to inspect the materials of SWHS components to confirm their conformity to the technical specifications and guidelines through approved agencies/ MPUVNL at the works of Contractor.

Any Third-party inspection of the work if desired may be performed by MPUVNL at its own (MPUVN) cost. However, in case, any discrepancy is found during inspection, then Contractor shall be liable to incur all costs for removing/rectifying the defects identified as a result of such inspection, and also the cost of inspection.

FORCE MAJEURE:

For purpose of this RFP, force majeure shall mean an event beyond the control of the Contractor and not involving his fault or negligence and not foreseeable, in its contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restriction, freight embargoes etc. Whether a force majeure situation exists or not, shall be decided by Nodal Agency and its decision shall be final and binding on the Contractor and all other concerned.

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

If a force majeure situation arises, the Contractor shall notify Nodal Agency in writing

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

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

VALIDITY & TERMINATION OF AGREEMENT:

MPUVNL reserves the right to extend the validity of Agreement of any Category for execution of works up to thirty percent (30%) of indicated total capacity in LPD of that Category as per Table 1. However, this quantity may increase, subject to consent of the Contractor.

The Nodal Agency may terminate the Agreement in the event of occurrence of following events: -

- a) At any instance, if it is discovered that the Contractor has used sub-standard material/system components in execution of the work (in variance with the standards and specifications under this RFP);
- b) If, in the opinion of the Nodal Agency, the Contractor fails to commission the work within the time specified in the Work Order or within the period for which extension has been granted by Nodal Agency to the Contractor, subject to the provisions of Clause 3.21.4
- c) If the Contractor fails to furnish or replenish Bid Security/ within specified time as per provisions of this RFP;
- d) If in the opinion of Nodal Agency, the Contractor fails to comply with any of the provisions of this Agreement.

Subject to the provisions of Clauses, if the Contractor is found unable/refuses to complete given works within specified time period mentioned in Work Order issued for that Project, Nodal Agency will be free to purchase the balance goods from elsewhere with a notice to the Contractor and carry out the work, but at Contractor's cost and risk. The goods or any part thereof which the Contractor has failed to supply or if not available, the best and nearest available substitute thereof, shall be purchased and work executed by the Nodal Agency. Any loss or damage that the Nodal Agency may sustain due to such failure on the part of the Contractor, recovery of such loss or damage shall be made as per provisions of Clauses 8.7 and 8.8

In case of termination of the Agreement, Bid Security of the Contractor shall be forfeited, and the Contractor shall be responsible for fulfilling all obligations required

for operation and maintenance of works having attained Completion. If additional cost required by Nodal Agency to complete the remaining works, Nodal Agency is authorised to forfeit O-PBG related to other Projects and complete the works through another Contractor or Qualified Bidder.

APPLICABLE LAW:

3.33.1. The Agreement shall be interpreted in accordance with the laws of India.

SETTLEMENT OF DISPUTE:

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

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

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

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

In the event of any dispute or difference whatsoever arising under the contract / purchase order placed by the Nigam to the contractor, then in this case the arbitrator shall be Secretary, NRED, Govt. of Madhya Pradesh/ Managing Director, M.P. Urja Vikas Nigam Ltd., Bhopal.

If any dispute of any kind whatsoever arises between Beneficiary and the Contractor in connection with or arising out of the Agreement including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent. If the issue is not resolved through mutual consent, either party can refer the case to the Nodal Agency. The decision of the Nodal Agency shall be binding.

LANGUAGE:

3.35.1. All documents, drawings, instructions, design data, calculations, operation,

maintenance and safety manuals, reports, labels and any other data shall be in Hindi/ English Language. The Agreement and all correspondence between the Nodal Agency and the Bidder shall be in Hindi/ English language.

OTHER CONDITIONS:

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

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

AMENDMENT:

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

SUCCESSORS AND ASSIGNS:

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

SEVERABILITY:

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

PRICE PREFERENCE:

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

TAX EXEMPTIONS:

Nodal Agency will extend possible cooperation to Contractor in availing any tax exemptions. However, the responsibility of availing any such exemptions, if any, would rest with the Contractor.

INSPECTION AND AUDIT BY THE NODAL AGENCY:

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

FRAUD AND CORRUPTION

- a. The Bidders, suppliers and contractors and their subcontractors under the contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, the Nodal Agency:

I. Defines, for the purpose of this provision, the terms set forth below as follows:

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

OR

- ab) acts intended to materially impede the exercise of the MPUVNL’s inspection and audit rights.

II. will reject a proposal for award if it determines that the bidder recommended for

award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

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

DEBARRED FROM PARTICIPATING IN NODAL AGENCY'S TENDER

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

SECTION-II

BID EVALUATION

1. BID EVALUATION:

1.1. The evaluation process comprises the following four steps:

- l.** Step I-Responsiveness check of Technical Bid
- m.** Step II-Evaluation of Bidder' fulfilment of Eligibility Criteria described in Section-I
- n.** Step III-Evaluation of Financial Bid
- o.** Step IV-Selection of Successful Bidder

1.2. RESPONSIVENESS CHECK OF TECHNICAL BID:

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

- p.** Bid not submitted in prescribed envelop/ formats;
- q.** Bid that are incomplete, i.e. not accompanied by any of the applicable formats;
- r.** Bid not accompanied by contents as mentioned in Clause 3.9.1;
- s.** Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP;
- t.** Material inconsistencies in the information /documents submitted by the Bidder affecting the Eligibility Criteria;
- u.** Information not submitted in the formats specified in this RFP;
- v.** Bid being conditional in nature;
- w.** Bid not received by the Bid Deadline;
- x.** Bid having conflict of interest;
- y.** Bidder makes any misrepresentation;
- z.** Any other act of Bidder which may be unlawful for the purpose of this RFP;
- aa.** Bid submitted is not in requisite format(s);

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

1.3. EVALUATION OF BIDDER'S FULFILMENT OF ELIGIBILITY CRITERIA:

1.3.1. Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in RFP. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria as detailed out in this Clause 4 along with

provisions of clause 3.7 may cause the Bid to be non-responsive.

1.4. EVALUATION OF FINANCIAL BID:

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

2. SUCCESSFUL BIDDER(S) SELECTION AND WORK ALLOCATION:

- 2.1. Bid qualifying as per Eligibility Criteria shall only be evaluated at this stage.
- 2.2. All Bidder qualifying Eligibility Criteria shall be placed as equal. Technical qualification is must for a Bidder to become eligible for assessment on financial criteria.
- 2.3. For each System as per clause **Error! Reference source not found.**, Eligible Bidder shall be ranked from the lowest to the highest based on the Financial Bid submitted by the Bidder.
- 2.4. The bids shall be evaluated for identifying three Qualified Bidders.
- 2.5. Eligible Bidder with second and third ranked Financial Bid for given scope of work under each System shall be invited to match the lowest Financial Bid (Qualified Bidder – 1) in each System for given scope of work to become Qualified Bidder(s). Upon their acceptance of lowest Financial Bid, such Bidder(s) shall become Qualified Bidders (Qualified Bidder – 2 & Qualified Bidder – 3) and shall be invited (through LICA) to enter into the Agreement.
- 2.6. In case, either or both Eligible Bidders with second and third ranked Financial Bid decline to match lowest Financial Bid (L1), then Bidders with subsequent ranked Financial Bid shall be invited to match the Qualified Bidder – 1 and shall be considered to fill available position till MPUVNL gets three Qualified Bidders, including Qualified Bidder – 1 and shall be declared as Qualified Bidder – 2 & 3. LICA shall be issued to such Qualified Bidders and they would be declared as Successful Bidders.
- 2.7. In a situation where two or more Bidders have quoted the same rate, they shall be offered to become Qualified Bidder by matching L1 rate in the order of their decreasing Net Worth, that is, the Bidder with the highest Net Worth shall be given preference and subsequently the remaining Bidders would be asked to match L1 until three Qualified Bidders are not selected. In case two or more Bidders have quoted the same rate and their Net Worth is also the same, then turnover would be the deciding criteria and Bidder with the highest average turnover will be given preference. Nodal Agency shall continue this process, if required, for Bidders quoting the same rates until three Qualified Bidders are declared.
- 2.8. The work allocation for all the Systems shall be as under:

Contractor –1(L1 of that system)	50% of the total capacity under that system
Contractor –2(L2 of that system)	30% of the total capacity under

	that system
Contractor –3(L3 of that system)	20% of the total capacity under that system

Allotment of works within a System shall also be subject to following provisions:

- bb.** 2% of the indicated capacity of systems shall be reserved for the startups that are participating in this tender as per the clause **Error! Reference source not found.**. The Contractor – 1 shall be eligible for 50%, Contractor – II shall be eligible for 30% and Contractor – III shall be eligible for 20% of the 98% of the remaining capacity left after reserving 2% of total capacity for startups. For all the other system, work allocation for Contractors shall be as per the table above.
- cc.** After the discovery of L1 rate, the startups shall be asked to submit an undertaking stating the System in which they are willing to work. They will be required to match the L1 rate for each of the selected System.
- dd.** The reserved quantity of work will be equally allocated to all such startups, if available. In case where works are required to be allocated among multiple startups, it will be allotted in decreasing order of their total technical experiences (in kW). In case technical experience is same for two or more startups, work will be allocated in the decreasing order of their turnover (a startup may refer to its affiliate and share with the turnover details of the affiliate). A group of startups may submit a “Consortium Agreement” if they want to participate as a JV/Consortium.
- ee.** In case there are only two Contractors available, they shall be eligible for 50% and 30% of System cumulative capacity of 98% for the reserved system and 100% for unreserved system, respectively. The remaining share of System capacity may be distributed equally amongst available Contractors. However, Nodal Agency may seek consent of such Contractors on allotment of the said remaining share and take appropriate decision accordingly.
- ff.** In case only one Contractor is available, it shall be eligible for 50% of System quantity of 98% for the reserved system and 100% for unreserved system quantities. The Nodal Agency may, at its sole discretion, offer remaining share of the System capacity to the available Contractor. However, Nodal Agency may seek consent of such Contractor on allotment of the said remaining share of a System capacity and take appropriate decision accordingly.

2.9. PRINCIPLES OF WORK ALLOCATION

- 2.9.1. Generally, the Systems shall be offered to Contractors, subject to the provisions of clause 5.8.
- 2.9.2. In case of work(s) beyond the indicated capacity in clause **Error! Reference source not found.** of this RFP subject to clause 3.28.2:
 - gg.** Work(s) shall be first offered to the existing Contractor(s) of the System, subject to provisions of clause 5.8.
 - hh.** If any Contractor of the System does not accept work(s), then penalty as per clause **Error! Reference source not found.** shall be levied on such Contractor and the remaining work(s) shall be equally distributed among the other Contractor(s) of the same system.

In case all the existing Contractor(s) refuses the Work, the Nodal Agency shall discard such

Project site(s) from the tender.

2.10. PROJECT CAPACITY REVISION / RESIZING:

2.10.1. Within thirty (30) days from the award of Work Order, the Contractor shall undertake Site Survey, The Contractor shall submit a survey report (techno-commercial feasibility report) which shall contain the following:

ii. Technical feasibility based on the shadow free space available

2.10.2. If there is a change required in Work Order, Contractor shall submit a “letter of request” for change (if any, with due analysis) to Nodal Agency, copying the Beneficiary. The number of the Systems may increase or decrease subject to Nodal Agency’s approval.

2.10.3. In case the revised quantity/capacity is approved, by the Nodal Agency. It shall communicate the same in writing to the Contractor and the Beneficiary, within fifteen (15) Days from date of submission of “letter of request” for change.

2.10.4. In case The system lies under the same system after revision:

jj. In case of increase in The system capacity, C-PBG for the additional amount shall be submitted within ten (10) days of confirmation of the capacity by Nodal Agency.

kk. Non-fulfilment of the above clause shall be considered as refusal to execute the Work Order and clause **Error! Reference source not found.** shall be applicable.

2.10.5. In case The system shifts to a lower category after revision:

ll. Nodal Agency shall communicate the same to the contractor in that lower system.

mm. The work allocation will be done considering work proportion as per Clause 2.8.

nn. The Contractor shall be required to submit the C-PBG as per Clause 1.4. It should reach to the office of nodal agency within ten (10) days from the date of allocation by the MPUVNL to contractor. After validation of C-PBG, Nodal Agency shall issue a new Work Order to the Contractor and The system site shall be removed from the previous Work Order.

oo. Non-fulfillment of the above clause shall be considered as refusal to execute the Work Order, clause **Error! Reference source not found.** shall be applicable.

2.10.6. In case the System shifts to a higher System after revision:

a. Nodal Agency shall communicate the same to the contractor in that higher system.

b. The work allocation will be done considering work proportion as per Clause 2.8.

c. The Contractor shall be required to submit C-PBG as per Clause 1.4. It should reach to the office of nodal agency within ten (10) days from the date of allocation by the MPUVNL to contractor. After validation of C-PBG, Nodal Agency shall issue a new Work Order to the Contractor and The system site shall be removed from the previous Work Order.

d. Non-fulfillment of the above clause shall be considered as refusal to execute the Work Order, clause **Error! Reference source not found.** shall be applicable.

2.11. In case an Eligible Bidder(s) identified subject to provisions of Clauses above, is having ownership

of commercially operational manufacturing facility(ies) of SPV Systems covered under this RFP in Madhya Pradesh, it shall be eligible for a preferential offer of 10% of the System cumulative capacity. This preferential offer shall be applicable on submission of request in this regard by the Bidder(s) subject to the condition that such offer shall be applicable only on future work order(s) to be offered from the date of acceptance of its request by the Nodal Agency. Further, such preferential offer shall be equally distributed among such Qualified Bidder(s). The work allocation mentioned in Clause 1.1 shall be for residual capacity remaining after such preferential allocation of works.

- 2.12. The Contractor may be allowed to submit the proposals on behalf of the interested organizations/institutes who have agreed to install the System specifically from them only. In such cases, the work will be awarded, as per RFP specification and on the standardized rates, to that Contractor who has made all the efforts to convince the organization/institute for installing System. The Beneficiary or Contractor (on behalf of Beneficiary) must be required to submit a letter (signed and sealed by the appropriate authority of the Beneficiary) as provided in Format 17. However, it is necessary to clarify that such additional capacities shall not be the part of Awarded Capacity and this will not be considered in the distribution of Works in the defined proportion.

In case the proposal/ letter received by the MPUVNL directly from the interested institute/organization or MPUVNL has already approached the institute/organization, then in such case the work will be allocated to the Contractors as per the relevant conditions of the Clause 2.8 of the RFP.

- 2.13. As per timelines stipulated in this RFP, Letter Inviting Consent for Agreement (LICA) shall be issued to the Qualified Bidder as per the provisions of the RFP.
- 2.14. If Successful Bidder fails to acknowledge the same within the stipulated time, the Nodal Agency reserves the right to annul/cancel the award of the LICA of such Successful Bidder.
- 2.15. Nodal Agency at its own discretion has the right to reject any or all the Bid without assigning any reason whatsoever.
- 2.16. The Work Order shall consist of a single rate for Supply, Erection, Commissioning and Comprehensive O&M. There shall not be any further bifurcation.
- 2.17. Nodal Agency at its own discretion has the right to cancel/annul the Agreement anytime without assigning any reason whatsoever. In such cases, contract validity period and discovered rate of this RfP will expire at that time only, further nodal agency after adjustment (if any) will return the applicable submitted "bid security and CPBG" to the respective contractors.

Subject to provisions of Clause 5.5, Eligible Bidder for given scope of work under each Category shall be invited to match the lowest Financial Bid in each Category for given scope of work to become Qualified Bidder(s) and eligible for the selection as Successful Bidder.

For work order up to 100% of the system (nos. rounded off to nearest integer) for each Category, the Qualified Bidder – 1 (L1) who has accepted LICA and signed the Agreement ("Contractor 1") shall be eligible for works of 100%, in that Category. In case Qualified Bidder (L1) fail to sign the LICA, then the work will be allocated to

Qualified Bidder (L2), provided he matches the L1 rate and so on.

In case if quantity of works in any Category exceeds what is indicated in Table 1 of this RFP, MPUVNL, at its sole discretion, to increase the work twice indicated in the table and may offer such additional works as per provisions of Clause 5.7 to the existing selected bidder provided the bidder meets the technical and financial qualification(s). However, if existing Contractor(s) do not provide consent for full/part additional work(s) or found unable to execute such additional work(s), then such additional work(s) shall be offered to other Bidders declared as Qualified Bidders under this RFP, provided the bidder meets the technical and financial qualification. In such case, the other Qualified Bidders shall submit, if

required, additional requisite amount of Bid Security on the date of acceptance of LICA as per provisions of this RFP.

If performance of the Contractor against the work(s) allocated is not found satisfactory, then the MPUVNL reserves the right to terminate the Agreement, subject to provisions of Clause 3.21.4. In such a case the cancelled work(s) for such Contractor may be offered to other Contractors in particular Category and/or Eligible Bidder(s) who agree to match the lowest Financial Bid based on ranks of their Financial Bids. LICA shall be issued to such Qualified Bidder(s). Such Qualified Bidders shall submit, if required, requisite amount of Bid Security on the date of acceptance of LICA as per provisions of this RFP.

As per timelines stipulated in this RFP, Letter Inviting Consent for Agreement (LICA) shall be issued to the Qualified Bidder(s) as per the provisions of the RFP. If Successful Bidder(s) fails to acknowledge the same within the stipulated time, the MPUVNL reserves the right to annul/cancel the award of the LICA of such Successful Bidder(s) and, in such a situation, the Bid Security would stand cancelled.

MPUVNL at its own discretion, has the right to reject any or all Bid(s) without assigning any reason whatsoever.

For participation in Category(ies) as mentioned in Clause 2.2, Bidder shall submit valid Certified test report of conforming to the specification by BIS.

Successful Bidder must be required to submit test reports and undertaking from equipment supplier as per Annexure 13.

Further, Contractor shall supply the system with same make, for which the test report is submitted in Bid.

In case where two or more Eligible Bidders quote the same price as per Clause 5.5 for the same Category, Eligible Bidder with highest average Turnover of the last three (3) year available shall be declared as Qualified Bidder.

4. OTHER CONDITIONS:

Successful Bidder has to obtain all the necessary approvals/Consents/Clearances required for design, engineering, supply, installation, testing and commissioning, including Comprehensive O&M of the Project. MPUVNL shall not have any responsibility in this regard.

It will be the responsibility of the beneficiary where the SWHS is being installed to provide shadow free area and water should be made available 3 metre above the installation surface and the contractor should inform the beneficiary department and the respective in-charge at site before starting installation work at the site.

SECTION III

SCOPE OF WORK

5. DETAILS OF WORKS:

The Contractor shall be responsible for complete Survey, Design, Supply & Installation of Solar Water Heating Systems as per the respective **Categories** bid for, strictly in compliance to applicable Technical Specifications detailed in [Annexure 17](#).

Contractor will have full responsibility for packaging, forwarding, transportation, supply and any type of breakages / losses etc. thereto. The goods / systems will be delivered at the destination stores, installed and commissioned at site in the perfect conditions as per terms & conditions of Letter of Intent / Work Order.

Manufacturers will have to put a Name plate / Label and Mark Bar code & / Serial No. /Code No. etc. of their Products as per NABL/ BIS or other Applicable Specification(s). Further, Contractor shall be required to put a 6"x4" name plate marking "Year of commissioning" and "Urja Vikas Nigam" on structure of the Solar Water Heating System.

The scope of work would include the following:

- a. Detailed planning of time bound smooth execution of project.
- b. Performance testing of the complete system - The contractor shall run the system on trial basis for 1 hour to draw 20 Ltr of water (between 12:00-16:00) and provide output degree Celsius temperature at testing conditions to be specified greater than 20 degree Celsius than ambient and shall closely monitor the performance of the system before handing over the system. This will be witnessed and jointly signed by MPUVNL, the representative of the beneficiary building/department and contractor.
- c. Performance test shall be conducted after installation to demonstrate the Temperature and Quantity of hot water as per work order.
- d. Comprehensive Maintenance Contract (CMC) Operation of the system for five-year faultless operation, assure inventory maintenance including five-year Warranty.
- e. Coverage of risk liability of all personnel associated with implementation and realization of the project.
- f. Training of at least two persons each to be nominated by user at every location, on the various aspects of design and maintenance of the offered system after commissioning of the system.

All Civil works for installation/grouting along with CPVC Pipeline and Cold-Water Tank with mounting structure (if any) of Solar Water Heating systems shall be in the scope of the Contractor. A certificate for civil work completion will have to be

provided by Contractor, self-certified or from any certified civil engineer certifying, that it will withstand wind speed of 150 km/hr in all weather conditions. The scope of Civil works includes:

- a. Assessment of requirement for civil work essential for completion of project. Obtaining prior approval of the work and drawing and estimate from Site In charge (DREO).
- b. Taking up and completion of the required civil work as per specification and norms along with supply of Cold-water Tank indicated in the respective items of SOR or rates quoted below SOR as per Annexure 18
- c. Schedule of Rates (SOR) for building works, Public Works Department, (PIU), Bhopal, Govt. of M.P. In force from 1st August 2014 issued By Project Director, shall be the part of this RFP,
- d. The Payment of Civil work (if any), Cold Water Tank with mounting structure (If any) & other BOS shall be made on SOR basis or rates quoted below SOR basis, as per the actual measurement at site.

An Operation and Maintenance Manual, in Hindi language, should be provided with the Solar Water Heating System. The manual should also have clear instructions about mounting of Solar Water Heating System, DO's and DONT's and on regular maintenance and troubleshooting of the system. Name and address of the person or Centre to be contacted in case of failure or complaint should also be provided. The warranty cards applicable for specific components be provided to the beneficiary. Further, a certificate will have to be provided by the Contractor, from any license holder Contractor / supervisor, certifying that all electrical works (if applicable) are carried out in accordance with applicable electrical safety standards prescribed by GoMP from time to time.

Third party inspection of the installed systems shall be arranged by MPUVNL at its own cost.

Training for operation and preventive maintenance of the system is covered under the scope of Contractor as per Clause 7.4. The responsibility of imparting training to beneficiaries of the systems (free of charge), ensuring after sales services and availability of spares at a nearby suitable place / places will rest with the Contractor.

The Contractor will submit the consolidated annual performance report to MPUVNL during the 5-year CMC, which will contain an abstract of half-yearly reports submitted to purchasing authority.

The supplied materials should be strictly as per specifications mentioned in the RFP Document / Bid and as per undertaking by equipment supplier as attached, otherwise it shall be liable for rejection. In case any defective material or any type of substandard material is supplied, the material will be rejected, and it will be the responsibility of the Contractor for taking back the rejected materials at its own cost

within fifteen days from the date of communication of rejection. MPUVNL shall not be responsible for security/safety of the materials rejected. Any type of fittings, accessories, assemblies, essentially required components, which are not described or mentioned in RFP documents, shall have to be supplied by the Contractor as per NABL/ BIS Standards & Practices as applicable at his own cost.

Defective materials will not be accepted under any conditions and shall be rejected outright without compensation. The Contractor shall be liable for any loss/damage sustained by MPUVNL due to defective work. The Contractor shall replace the defective material at his own expenses to the satisfaction of MPUVNL. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of the materials.

The Contractor shall not assign, sublet or transfer the contract or any part thereof to any party without the prior express consent of the MPUVNL. In the event of Contractor contravening this condition, MPUVNL shall be entitled to place the Contract elsewhere on the Contractor's risk and cost and the Contractor shall be liable for any loss or damage, which MPUVNL may sustain due to the consequences arising out of such replacing of the Contract.

In the event of any of the breach of the conditions of the contract at any time on the part of the Contractor, the contract may be terminated by the competent authority of MPUVNL without any compensation to the Contractor. All Payments due shall be forfeited.

Five-year warranty and Comprehensive Maintenance Contract (CMC) only for SWHS:

- a) It is mandatory on the part of Contractor(s) for providing post installation CMC services for maintaining and monitoring the commissioned Solar Water Heating Systems up to the period of 5 years from the date of commissioning. The date of CMC will begin from the date of commissioning of the Solar Water Heating System.
- b) For carrying out the maintenance service during the warranty & CMC effectively, the Contractor shall establish at least one local service centre at each Commissionerate where number of works commissioned by Contractor are more than or equal to 5000 LPD (cumulative capacity). The bidder will maintain the records of two half-yearly visits as mentioned in the enclosed format ([Annexure 15](#)). As the maintenance facility is to be provided in the warranty of CMC, hence no additional payment will be made by MPUVNL for maintaining the above inventory at the service centre.
- c) CMC of system shall include regular performance monitoring of the system and its comprehensive maintenance during CMC tenure. Carrying out Maintenance of the Solar Water Heating System for the period of 5 years (including manhours) including warranty period, after successful commissioning of the systems is covered under the scope of Contractor. The CMC shall include following activities to be carried out by the contractor during once in each FY, supported with DREO & beneficiary consent about the installation:

- i. Descaling inspection
- ii. Insulation inspection
- iii. Leakage detection.

It shall be the responsibility of the Contractor to visit the site twice a year of which one visit shall be done in the month of October, supported with beneficiary consent to monitor the system performance. The details of site visit submitted shall be subject to verification of the joint committee of DREO, beneficiary and the Contractor.

- d) It shall be the responsibility of the Contractor to ensure 100% working status during the 5 year (warranty & CMC period). The Contractor will have to arrange all required instruments, tools, spares, trained manpower and other necessary facilities at service centre and shall repair/replace any defective components of the system at his own cost against warranty.
- e) During 5-year warranty and Comprehensive Maintenance Contract Maintenance service shall have two distinct components as described below.
 - a. **Preventive / Routine Maintenance:** This shall be done by the Contractor at least once every six months and shall include activities such as cleaning and checking the health of the system, tightening of all connections, and any other activity that may be required for proper functioning of the System as a whole.
 - b. **Breakdown/Corrective maintenance:** Whenever a complaint is lodged by the user/MPUVNL, the Contractor shall attend to the same in such a way that the problem is resolved in not exceeding ten(10) days from the date of issue of complaint letter.
- f) It is mandatory that the Contractor shall submit a certificate, about the rectification/replacement work done, signed by the concerned beneficiary(s), to the DREO) failing which it will be assumed that the Contractor has not performed its duties & action will be taken as per terms & conditions of the RFP.
- g) If the bidder fails to repair the systems within 10 days (from the date of issuance of mail or letter) against the complaint of breakdown / Corrective maintenance to ensure working status for 5 years warranty and CMC period, such repairs and maintenance shall be done by MPUVNL at the risk and cost of the Contractor and all such expenses shall be recoverable from the Contractor from the O-PBG in proportion of the work carried out.
- h) **Performance monitoring during CMC period:** During CMC period, performance monitoring of all the systems installed under the RFP shall be done according to standard guidelines at site in presence of respective DREO and beneficiary.

TIMELINE

Contractor shall have to commission works in Work Order:

For all Categories within **180 days** from Zero date. Extendable by 30 days, at sole discretion of, Managing Director, MPUVNL. However, specific work completion timeline shall be as specified in respective work order(s), depending upon quantity and location of works. For execution of works, in case of natural calamity or reason

beyond the control of Contractor or unavoidable circumstances supply/work is not completed within the given time frame, the Managing Director, MPUVNL may consider grant of extension after having found the reasons to his satisfaction, submitted by Contractor within the scheduled time.

The time period specified for execution of the work order shall be deemed to be the essence of the contract and the Contractor shall arrange all the needful within the stipulated period(s).

SECTION IV

TERMS AND CONDITION FOR PAYMENT

6. PAYMENT TERMS:

The Contractor may opt for Mobilization Advance of twenty percent (20%) of the work order value upon submission of bank guarantee of twenty-two percent (22%) of the work order value, valid till date of Completion as mentioned in work order, or extended date with additional claim period of six (6) months (Annexure 21).

100% (80% in case of contractor who has availed mobilization advance) of work order value shall be made on monthly payments to the Contractor for work(s) getting successfully commissioned in that month within 15 days after approval of bill by the concerned authority. Provided validity of 10% O-PBG is in place for up to 1 year from the date of commissioning of projects/system mentioned in the work order.

Payment for site specific additional work as per rates

The Contractor should inform MPUVN before starting any site specific additional work and payment will be done as per rates quoted in (Annexure 18).

Payment shall be done by MPUVN to the contractor on verification of work completion by concerned DREO as per actual work carried out at site.

In case there is change in LPD capacity for a specific site the payment shall be made pro-rata to the capacity which is commissioned for a variation of $\pm 10\%$.

At the end of each year of the CMC contract, the bidder shall replenish the O-PBG in line with Clause 3.20.

For release of payment as per provisions of Clause 8.2, the Contractor shall present the following:

Appropriate Bills in Triplicate,

Inspection cum Commissioning Report jointly signed by Contractor, concerned Inspecting Authority of the MPUVNL (DREO) and the Beneficiary.

Coloured photograph (s) of Solar Water Heating System duly certified by DREO.

Handing over Certificate duly signed by beneficiary and concerned Inspecting Authority of the MPUVNL (DREO).

An undertaking shall need to be submitted by the Contractor certifying that the civil work will withstand the wind speed of 150 km/hr in all weather conditions

The concerned inspecting/forwarding authority of the MPUVNL (DREO) will ensure submission of the above documents duly attached with Bill Forwarding Note to head office.

Operational – PBG, which has been submitted in the form of BG, shall be released

on fulfilment of each of the following conditions:

- a) Submission of Certificate of two half yearly visits to be submitted at the end of 6 months and at the end year from the date of completion of installation of last system as per the work order to the DREO/ Authorised person of MPUVNL;
- b) Submission of certificate signed by DREO, confirming that the systems so commissioned have worked satisfactorily and Submission of new O-PBG of the specified amount as per Clause 3.20
- c) It shall be the responsibility of the Contractor to deposit the applicable GST towards the CMC component of the contract in the concerned department of Govt. of India. A certificate to this effect shall be required to be submitted to MPUVNL.
- d) If the Contractor fail to timely submit the certificate of two half yearly visits, then MPUVNL has the right to forfeit the O-PBG.

MPUVNL shall recover/ adjust LD/penalty from any payments due from the current bills to the Contractor. If recovery/ adjustment is not possible from payments due, the same shall be done through O- PBG against the work order concerned. Lastly, if recovery/ adjustment of LD/ penalty is not possible against payment due or O-PBG concerned, it shall be done against any O-PBG of the Contractor with MPUVNL with respect to any other work. If recovery/ adjustment of LD/ penalty is not possible from payments due and O-PBG, the recovery shall be made under Madhya Pradesh Public Demand Recovery Act or any other law applicable under these circumstances the same shall be done through Bid Security of the Contractor.

In case any O-PBG or Bid Security is utilized, partly or fully, towards recovery/ adjustment of LD/ penalty, the same shall be replenished to its original value and validity period within 15 days of written communication on this behalf from MPUVNL to Contractor, failing which the Contractor shall become ineligible for further work orders being given under this RFP.

SECTION V CHECKLIST

7. Checklist Envelope -A (Online and Hard copy submission):

S.No.	Item / Description	Attached (Yes/No)	Envelope No. (to be submitted in hard copy)
1.	Annexure 1: Covering Letter		A
2.	Bid Security (Annexure 4) (In Bank Guarantee/ proof of payment through RTGS)		A
3.	Bid Processing Fee		A
4.	Power of Attorney in the name of the Authorized Signatory (Annexure 7)		A
5.	Annexure 20: Consortium Agreement		A
6.	A) Duly signed with seal affixed, downloaded copy of RFP including amendments & minutes of pre-bid meeting enclosed.		A
	B) Acknowledgement of RFP (Annexure 3)		A

8. Checklist Envelope -B (online submission):

S.No.	Item / Description	Attached (Yes/No)	Envelope No. (to be submitted Online only)
1.	Manufacturer Certificates for specified components		B
2.	Undertaking & Declaration as per RFP Doc. (A Copy of GST registration) (Annexure 14)		B
3.	Valid test report(s) proposed compliance to relevant Standards		B
4.	General Information about the Bidder & Past Experience (In enclosed Annexure 2)		B
5.	Details of Turnover of Bidder- Attach CA certificate positively. (Annexure-9)		B
6.	Technical Information Duly Filled (Annexure 8)		B

7.	Undertaking from major component manufacturer in favour of bidder (clearly mentioning RFP number and date) till the validity of contract (on letterhead of manufacturer) as per Annexure 13		B
8.	Income Tax Clearance Certificate (if applicable)		B
9.	Availability of service facilities in M.P. – GST registration/electricity bill/telephone bill, etc.		B
10.	Annexure 10 A: Certificate of Relationship of Affiliate with the Bidder		B
11.	Annexure 10 B: Undertaking Form		B
12.	Annexure 14: Undertaking for Deduction		B
13.	Annexure 16: Declaration		B
14.	Annexure 18: Schedule of prices		B
15.	Annexure 21: Bank Guarantee for Mobilization Advance		B

SECTION VI

FORMATS FOR SUBMITTING RFP **ANNEXURE 1: COVERING LETTER**

Covering Letter

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

Ref.No. _____
Date: _____

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

Tel.: _____ E-mail address: _____

To: _____

Madhya Pradesh Urja Vikas Nigam Limited

(A Government of Madhya Pradesh Enterprise)

Urja Bhawan, Link Road No. 2,

Shivaji Nagar, Bhopal - 462016

Sub: Request for Proposal (RFP) for Selection of Contractor for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating Systems with along with **5-year** warranty & Comprehensive Maintenance Contract (CMC) etc. in accordance with BIS norms sat various locations in the state of MP

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the RFP for Request for Proposal (RFP) for Selection of Contractor for Survey, Design, Supply, Installation & Commissioning Solar Water Heating System along with 5 year warranty & Comprehensive Maintenance Contract (CMC) etc. in accordance with **BIS norms** at various locations in the state of MP, 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.

Project categories

We are pleased to submit our bid for the following categories as mentioned in table below:

Project Category	Participation* (Yes / No)	Bidder Details
		Company/ LLP/ Partnership Firm/ Sole – Proprietor (Fill as applicable)

**Note: Bidder shall mention 'Yes' corresponding to categories it wants to bid and clearly mention 'No' for categories where it does not intend to bid.*

Bid Security

We have enclosed Bid Security in form of RTGS/Bank Guarantee for each category of amount as mentioned in this RFP, details of which are hereunder:

Project Category	Participation* (Yes / No)	Bid Security Details

**Note: Bidder shall mention 'Yes' corresponding to categories it wants to bid and clearly mention 'No' for categories where it does not intend to bid*

OR

We have enclosed a Bid Security in form of RTGS/ Bank Guarantee (*Bid Security Details*) of cumulative amount required, subject to clause 3.19.1, 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).

Acceptance

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

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

Familiarity with Relevant Indian Laws & Regulations

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

Contact Person

Details of the contact person are furnished as under:

Name	
Designation	
Company	
Address	
Phone Nos.	
E-mail address	

We are enclosing herewith the Envelope-A (Covering letter, Processing fee and Bid Security) and online submission of Envelope B (Technical documents) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Madhya Pradesh Urja Vikas Nigam Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 120 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.

ANNEXURE 2: GENERAL PARTICULARS OF THE BIDDER

GENERAL PARTICULARS OF THE BIDDER

1.	Name of the Company	
2.	Type of Company	
3.	Registered Office Address	
4.	E-mail	
5.	Web site	
6.	Authorized Contact Person(s) with name, designation, Address and Mobile Phone No., E-mail address to whom all references shall be made	
7.	Year of Incorporation	
8.	Have the Bidder/Company ever been debarred by any Govt. Dept. / undertaking for undertaking any work?	
9.	Reference of any documentation format/ annexures attached by the Bidder other than specified in the RFP.	
10.	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
11.	Bidder is listed in India	Yes/No
12.	TIN No.	
13.	GST	
14.	PAN No.	
15.	Certificate of Incorporation of Bidder (as applicable) enclosed	Yes/No
16.	A copy of partnership deed or LLP/ Sole Proprietor registration, as applicable enclosed	Yes/No

(Signature of Authorized Signatory)

With Stamp

Date: _____

ANNEXURE 3: ACKNOWLEDGEMENT OF RFP DOCUMENT

(To be furnished on letterhead of Bidder)

To,

Superintendent Engineer,
Head Office,
MP Urja Vikas Nigam Ltd.,
Urja Bhavan, Main Road No.2,
Near Bus-stop No.5, BHOPAL – 462016
PHONE # 0755-2575670,
E-Mail: se2.mpuvn1982@gmail.com

Dear Sir,

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

The price quoted includes all taxes and duties; we shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & GST norms will be payable by us. TDS will be deducted from our payment as per the prevalent laws and rules of Government of India and Government of MP in this regard.

For and on behalf of:

Signature: (Authorized Signatory)

Name of the Person:

Designation:

Date:

Place:

ANNEXURE 4: FORMAT FOR BANK GUARANTEE FOR BID SECURITY

(To be on non-judicial stamp paper of INR 1000/-)

1. Rs. _____ (IN FIGURE) (Rupees (IN WORDS)) Bank Guarantee covers from _____ to _____
2. This Deed of Guarantee made on _____ (Day) _____ of _____ (Month) _____ of _____ (Year) _____ Between _____ (Here-in-after called the Guarantor) on the One Part / On behalf of M/s _____ (Here-in-after called the Bidder), and in favour of M.P. Urja Vikas Nigam Ltd., Bhopal (Here-in-after called the MPUVNL) on the following Terms, and Conditions:
3. Whereas, the **Bidder** having agreed to Deposit Security of Rs. _____ (in figure) _____ (Rupees. _____ (in words) _____) in favour of the **MPUVNL** in the Form of Bank Guarantee, in token towards Design, Supply, Installation and Commissioning of Solar Water Heating System with 5 year's Warranty cum Comprehensive Maintenance Contract of _____ (_____ year's) vide RFP No _____ (dated) _____ to the satisfaction of the Managing Director of the **MPUVNL** for ...(Total)...Years / Months against the said Contract Agreement.
4. Whereas the **Guarantor** further agree that the Managing Director of the **MPUVNL** is competent to decide whether the Execution of Rate Contract of Survey, Design, Supply, Installation & Commissioning of Solar Water Heating Systems all over state of Madhya Pradesh, along-with 5 years (including manpower) warranty & Comprehensive Maintenance Contract (CMC) in accordance with BIS norms. The rates once accepted shall be valid up to the Agreement Period as per Terms & Conditions of the Contract Agreement or Not. His decision shall be binding on us.
5. Whereas the **Guarantor** further agree to pay immediately the amount Guaranteed within a period of one week of the same being demanded by the **MPUVNL** with intimation to the **Contractor**.
6. This Guarantee shall remain enforced and shall continue to be enforceable till _____ and, shall be extended on receiving instructions from the **MPUVNL**, with intimation to the **Contractor**. However, the Bank Guarantee shall stand automatically enforceable for a period of further six months, unless discharged by the **MPUVNL**, under intimation to the **MPUVNL** by the Bank immediately.
7. Whereas the **Guarantor** further agree that their liability under this Guarantee shall not be affected by reason if any change in the agreement or the terms and conditions between the **Contractor** and the **MPUVNL** or without the consent or knowledge of the **Guarantor**.
8. Whereas the **Guarantor** further agrees that Managing Directors decision whether Contractor has committed any breach or non-observance of the terms and conditions of the said contract shall be final and enough for Guarantors to make payment to the **MPUVNL**.
9. Whereas the **Guarantor** further agree that the amount due or amounts of damage or loss caused to or suffered by the Nigam are binding on us and undertaking to pay the amount

Guaranteed hereby or part thereof as required, immediately / within one week of the demand made by the **MPUVNL**.

10. Whereas the **Guarantor** hereby undertakes not to revoke this Guarantee during its currency period except with the previous consent of the **MPUVNL** in writing. However, unless a demand or claim is made in writing on or before the expiry of this Guarantee as mentioned in Clause No. 4 above, the **Guarantor** shall be released and discharged from all liabilities there under.
11. Notwithstanding anything contained in foregoing our liability under this Guarantee is restricted to Rs _____ (Rupees _____ only) Our Guarantee shall remain in force up to six months from the date of expiry of currency / extended period of the Bank Guarantee.

For, _____ Bank,

(Signature / Name of Bank Officer / Seal of Authorized Signatory)

ANNEXURE 5: FORMAT FOR PERFORMANCE BANK GUARANTEE
(To be on non-judicial stamp paper of Minimum Rs. 1000/-)

This Deed of Guarantee made on _____ (Day) _____ of _____ (Month) _____ of _____ (Year) _____ Between _____ (Here-in-after called the Guarantor) on the One Part / On behalf of M/s _____ (Here-in-after called the Contractor), and in favour of M.P. Urja Vikas Nigam Ltd., Bhopal (Here-in-after called the MPUVNL) on the following Terms, and Conditions:

In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as (Contractor) submitting the response to RFP inter alia for selection of the Request for Proposal (RFP) for Selection of Contractor for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating Systems along with 5 years warranty & Comprehensive Maintenance Contract (CMC) etc. in accordance with **BIS norms** in different sites located in Madhya Pradesh, in response to the RFP No. dated _____ issued by Madhya Pradesh Urja Vikas Nigam Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of [*insert the name of the Contractor*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Contractor and issuing LICA No. _____ to (Insert Name of Successful Bidder) as per terms of RFP and the same having been accepted by the selected Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [*Insert Name of the Place from the address of the Nodal Agency*] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Rupees _____ (Total Value in words)] only, on behalf of M/s [*Insert name of the Contractor / Project Company*]. This guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of 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 Contractor*]. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the

courts at Bhopal shall have exclusive jurisdiction.

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

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

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

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 _____

ANNEXURE 6: CHECK LIST FOR PBG (O-PBG)

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

ANNEXURE 7: POWER OF ATTORNEY

(To be on non-judicial stamp paper of Minimum Rs. 1000/-)

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 Selection of Contractor for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating Systems along with 5 years warranty & Comprehensive Maintenance Contract (CMC) etc. in accordance with BIS norms in different sites located in Madhya Pradesh. in response to the RFP 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 executants' company)

through the hand of

Mr _____

duly authorized by the Board to issue such Power of Attorney

Dated this _____ day of _____

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of the executant)

(Name, designation and address of the executant)

Signature and stamp of Notary of the place of execution

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

WITNESS

(Signature)

Name _____

Designation _____

(Signature)

Name _____

Designation _____

ANNEXURE 8: TECHNICAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidder)

To,

Madhya Pradesh Urja Vikas Nigam Limited

Bhopal

Dear Sir,

Sub: Selection of Contractor for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating Systems along with 5 years warranty & Comprehensive Maintenance Contract (CMC) etc. in accordance with BIS norms in different sites located Madhya Pradesh in response to the RFP No: _____ Dated: _____

We submit our Bid for which details of Technical Eligibility Criteria Requirements are as follows:

Supply, installation, commissioning experience of Solar Water Heating Systems

S.No.	Name & Address of Client	Order no. & date	Value of order	Capacity-wise commissioned	Year of Installation & commissioning

Based on above projects, we undertake to submit our bid for following Category(ies) as per Table 1 of this RFP:

Project Category	Participation* (Yes / No)

**Note: Bidder shall mention 'Yes' corresponding to categories it wants to bid and clearly mention 'No' for categories where it does not intend to bid. This should be in concurrence with Covering Letter.*

Yours faithfully

_____(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____ Place: _____

ANNEXURE 9: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidder)

To,

Madhya Pradesh Urja Vikas Nigam Limited

Bhopal

Dear Sir,

Sub: Selection of Contractor for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating Systems along with 5 years warranty & Comprehensive Maintenance Contract (CMC) etc. in accordance with BIS norms in different sites located in Madhya Pradesh in response to the RFP No: _____ Dated: _____

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

Average annual turnover of Rupees _____ Lakhs computed as per instructions provided in this RFP based on unconsolidated audited annual accounts. The relevant financial statement for respective years shall be enclosed, duly signed by authorised signatory.

Name of Entity being evaluated	Financial Year	Category	Estimated LPD at each site	Financial Criteria (fill as applicable) to be met as per Table 4 (Clause 3.11.3)
				Turnover (INR Cr)

Yours faithfully

_____ (Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

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

Name: _____

Date: _____

Place: _____

ANNEXURE 10-A: CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER

To,

Dear Sir,

Sub: Selection of Contractor for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating Systems along with 5 years warranty & Comprehensive Maintenance Contract (CMC) etc. in accordance with BIS norms in different sites in Madhya Pradesh in response to the RFP No:

Dated: _____

We hereby certify that M/s _____, M/s _____, M/s _____ are the Affiliate(s) of the Bidder as per the definition of Affiliate as provided in this RFP and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Affiliate /Bidder or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

a) In case of Bidder being Company/ LLP/ Partnership Firm/ Sole – Proprietor:

Name of Company/ LLP/ Partnership Firm/ Sole – Proprietor	Name of the Affiliate	Percentage of Equity Holding of Affiliate in the Bidding Company

OR

b) In case of Bidder being Consortium

Name of Member of Consortium	Name of the Affiliate	Percentage of Equity Holding of Affiliate in the Member of Consortium

Yours Faithfully

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder/ Member of Consortium)

ANNEXURE 10-B: UNDERTAKING FORM

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

Name: _____

Full Address: _____

Telephone No.: E-mail address: _____

To,

Subject: Selection of Contractor for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating Systems along with 5 years warranty & Comprehensive Maintenance Contract (CMC) etc. in accordance with BIS norms in different sites in Madhya Pradesh in response to the RFP No:

Dated: _____

Dear Sir,

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

We confirm 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 Turnover (**strike out the one which is not applicable**).

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

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 ownership in M/s _____ (insert name of bidder) at minimum 51% for period of 5 year from the date of Commissioning of awarded capacity, subject to provisions of Clause 3.11.3(b).

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

(Signature)

Name_____

Designation_____

(Signature)

Name_____

Designation_____

ANNEXURE 11: FORMAT FOR AGREEMENT

This agreement is signed on this _____ (day) _____ of _____ (month) _____ of _____ (year) _____ at Bhopal between M/s _____ (here-in-after called as “Party No 1”), and Madhya Pradesh Urja Vikas Nigam Ltd., Bhopal (here-in-after called as “Party No.2”), on the following terms and conditions:

That, the “Party No.1” has agreed to Execute Work as per Scope / Specifications mentioned in Notice for RFP

No. MPUVNL /RFP – Notice / XXXX / 2022-23/ _____ Dated - _____ issued by “Party No.2”.

That, the “Party No.1” has also agreed to Rate Contract of Survey, Design, Supply, installation & Commissioning, of various capacities of Solar Water Heating Systems along with 5 year (including manpower)warranty & Comprehensive Maintenance Contract (CMC) in different villages located all over state of Madhya Pradesh in accordance with BIS specification & as per scope / specifications mentioned in Notice for RFP No. MPUVNL /RFP – Notice / XXXX / 2022-23 / _____ Dated - _____ issued by “Party No.2”, on the rates already accepted / agreed upon as mentioned in the annexed “Rate sheet”.

That, the Rates shown in the Rate Sheet(s) enclosed are valid up to the Agreement Period, and in case of additional requirements of works as per same Scope / Specifications mentioned in Notice for RFP No. MPUVNL /RFP – Notice / XXXX / 2022-23 / _____ Dated - _____ issued by “Party No.2” same Rates shall be applicable up to the Agreement Period, if there is no change is suggested in the Specifications / Guidelines of BIS .

That, all terms and conditions, scope of work / specifications mentioned in Notice for RFP No. MPUVNL /RFP – Notice / XXXX / 2022-23 / _____ Dated - _____ issued by “Party No.2”, which have been agreed upon and also the Condition(s) contained in the Correspondence(s) made in this matter will also form part of this Agreement.

That, in the event of any dispute or difference whatsoever arising under this Contract Agreement, the same shall be referred to Arbitrator which shall be as per the provisions of the Indian Arbitration Act, 1996 and the Rule(s) there under. All the proceedings under arbitration will take place in Bhopal. The award in such arbitration shall be final and binding on both the parties. In this case, the arbitrator shall be secretary, New and Renewable Energy Department, Govt. of Madhya Pradesh / Managing Director, M.P. Urja Vikas Nigam Ltd., Bhopal.

The agreement will be valid up to

For, the matter(s) of any dispute between the “Party No.1” and “Party No.2” shall be subjected to Bhopal jurisdiction.

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

Witnesses;

1.

Party No.1

Party No.2

2.

ANNEXURE 13: FORMAT FOR UNDERTAKING BY EQUIPMENT SUPPLIER

<To be given on Supplier's letterhead and duly notarized>

To,
The Managing Director,
M.P. Urja Vikas Nigam,
Main road #2, Shivaji Nagar
Bhopal – 462006

Subject: Undertaking regarding regular supply of Solar Water Heating System and Solar Cookers
Reference: RFP _____ for Survey, Design, Supply, Installation & Commissioning of various capacities Solar Water Heating Systems along with 5 years warranty & Comprehensive Maintenance Contract (CMC) and Solar Cookers.

Dear Sir,
We are manufacturer and regular supplier of Solar Water Heating Systems and and Solar Cookers having national/international qualification and certifications for the same. As per the requirement of the vendor, we supply systems which are duly tested by BIS.

We hereby undertake and ensure that we will supply the required number of Solar Water Heating Systems sets and Solar Cookers as mentioned below with desired specifications as specified in RFP, in the event of <Bidder name and address> being selected as Contractor regularly within the time schedule.

We hereby extend our full guarantee and warrantee as per Terms & Conditions of this RFP for supplied Solar Water Heating Systems. We also confirm to provide the spares for at least five years from the date of commissioning to Contractor.

Category	Participation* (Yes / No)	Quantity

**Note: Bidder shall mention 'Yes' corresponding to categories it wants to bid and clearly mention 'No' for categories where it does not intend to bid.*

Thank you
Yours sincerely,

<Name and signature of authorized signatory of supplier>
<Supplier seal>

Seal
Date

Note: The Supplier should attach copy of authorisation from Competent Authority for authorisation of Authorised Signatory.

ANNEXURE 14: UNDERTAKING FOR DEDUCTION

(On the Letterhead of the Bidder Company)

I _____ S/o Shri _____ resident of
_____ being Director / Proprietor of M/s
_____ whose TIN Registration No. is
_____ GST Registration no. is _____ and Income Tax PAN no. is
_____. Hereby, give consent to The Madhya Pradesh Urja Vikas Nigam Ltd. Bhopal to
deduct from our Bills whatever Amount is Payable by us on account of the GST and IT dues etc., if any,
demanded by the concerned Department(s).

For and on behalf of the Bidder Company,

Place:

Date:

Signature:

Name: _____

Post : Director / Proprietor

Seal :

ANNEXURE 15: CERTIFICATE OF HALF YEARLY VISITS

(To be filled during 5-year warranty & CMC period)

(from _____ to _____) This is to certify that M/s _____ has extended preventive / routine maintenance and breakdown / corrective maintenance services at the beneficiary's place at _____ District. _____ for the systems installed against the work order no _____ Dated _____ and commissioned on _____, and that the preventive / routine maintenance and breakdown / corrective maintenance work during the (from _____ to _____) of the year _____ has been done properly to ensure functionality of the systems as specified in the RFP and Agreement. This is also to certify that all the systems are working satisfactorily. The record of preventive / routine maintenance and breakdown / corrective maintenance work carried out by the contractor is kept in the DREO office.

Date
Place

Signature, Name, designation and seal of contractor

Signature, Name, designation of **Beneficiary Organization/Beneficiary**

Signature, Name, designation and seal of DREO

ANNEXURE 16: DECLARATION
(On Original Letter head of Bidder)

I / we have carefully read and understood the enclosed Terms and Conditions of the RFP and amendments are agreeing to abide by them / by me / us would be liable for summarily rejection, and Proposal would be considered on Terms and Conditions finalized by Nigam.

I / we also declare that, we are:

Indigenous Manufacturer of Solar Water Heating System
OR

A Solar Water Heating Authorized Dealer
OR

MNRE empanelled Company to participate in Solar Water Heating Systems
AND

I / we have got service centres at our works for the quoted System(s).
AND

I/We undertake to set up service centres as per the terms and conditions of this RFP

I / we declare that we have not been Blacklisted or otherwise Debarred 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.

I / 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.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Earnest money / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Work may be cancelled. The signature of our Authorized Representative in Madhya Pradesh is attested below.

(Signature of Authorized Signatory)
(Name / Post in block letters)

Signature of Authorized Representative

Name: _____

Address: _____

Attested by

Authorized Signatory

Seal of the Bidder Company

Date:

ANNEXURE 17: TECHNICAL SPECIFICATIONS

The system to be deployed will be **Thermosyphon System** Evacuated tube collector as per below specification.

I. TECHNICAL REQUIREMENT of SWHS

The Solar Water heating system should be in accordance with the standards set by MNRE in their office Memorandum no. F. No.313-12/5/2019(R&D) (Standards & Quality control division) 26 March 2019 subject Quality Control Order on Solar Thermal Systems / Devices / Components Goods.

- Solar water heating system shall comprise of following main components: -
 - a) Solar Collector
 - b) Storage Water Tank
 - c) Frame/Stand for Collector and Tank
 - d) Insulated Hot water pipeline connecting Tank outlet to Inlet of beneficiary.

II. CPVC Pipes Specification

Dimensional details of SDR 11 (Class 1) CPVC Pipes as per IS 15778 and as per ASTM D2846 Sizes
Pressure @ 27 °C= 28.14 kg/cm² and @ 82 °C= 6.93 kg/cm²

Table 6

Sno	Nominal Size		Pipes Outer Diameter
	Inch	mm	Mm
1.	½	15	15.90
2.	¾	20	22.20
3.	1	25	28.60
4.	1 ¼	32	34.90
5.	1 ½	40	41.30
6.	2	50	54

a. Specifications

Sr. No.	Description	Specifications
1	Size	As per BIS (IS 13429:2000), with size 550mmx550mmx170 mm ± 20 mm
2	Cooking pot	Four matt black coated cooking pots (with lid)(made of stainless steel IS 4536 Part-I, II/ IS 5522)
3	Thermal performance	F1 not less than 0.12 (i.e., Grade A).
4	Cover plate	Double glazed made of toughened glass with over all transmittance of not less than 65%
5	Body of solar cooker	Aluminum body as per BIS norms.
6	Gaskets	Made of neoprene/EPDM on minimum 2 mm Thickness
7	Mirror reflectivity	should not be less than 75%.
8	Castor wheels	Four castor wheels as per BIS 13429.
9	General body parts	All parts of the cooker must be made of rust/ corrosion free materials.
10	Branding	The solar cooker must carry a label indicating manufacturers name, complete address, telephone numbers and MPUVN supply mark.
11	Test reports/ certificates	BIS certificate/ test report from MNRE approved test centers must be enclosed for conformity of the product with above specifications.

ANNEXURE 18: SCHEDULE OF PRICE OF CIVIL, COLD WATER TANK & OTHER BOS ITEM COMPONENTS OF SOLAR WATER HEATING SYSTEMS FOR ADDITION/REPLACEMENT OF PARTS ON REQUEST OF BENEFICIARY

Rate Sheet for Civil Works, Cold Water Tank and BOS items covered in SOR

S.No.	Item	At Par with SOR /Percentage Discount over SOR		
		At Par	Rate quoted (INR)	If No, % Discount
1	Percentage rate (above or below or at par) on the Schedule of Rates (SOR) for building works, Public Works Department, (PIU), Bhopal, Govt. of M.P. In force from 1st August 2014 or latest available SOR issued By Project Director	Yes/No	___INR	___%

1. The contractor should indicate either at par or % discount over SOR rate.
2. The bidders are required to submit hard copies of above referred latest SOR with their proposal.
3. **The Payment of Civil work (if any), Cold Water Tank with mounting structure (If any), Connecting Pipe between Mounted Cold water tank and SWHS Collector (if any) and any other BOS items as listed in the SOR shall be made on SOR basis as per the actual measurement at site.**
4. **In case any site has requirement for Mounting Cold water tank, then structure (stand) should be MS, according to weight specified in valid SOR against required capacity.**
5. This payment shall be made by MPUVNL to the contractor on verification of work completion by concerned DREO
6. The above rates shall not be considered in bid evaluation

Name of Bidder
(With seal & signature)

ANNEXURE 20: CONSORTIUM AGREEMENT
Joint Bidding/ Consortium Agreement Format for Participation in
“Request for Proposal (RFP)
For
Selection of Contractors
for
Survey, Design, Supply, Installation & Commissioning of Solar Water Heating System along with 5-year
Comprehensive Maintenance Contract (CMC),
At
various locations in the State of Madhya Pradesh
(To be stamped in accordance with Stamp Act)

THIS JOINT BIDDING AGREEMENT is entered into on this YYYY day of YYY.2016.

BETWEEN

{YYYYYYY, party on **First Part** of consortium} and having 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

YYYYYYYYYYY. Having its registered office at YYYYYYYY.(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 of the First and Second Part 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 work under “Selection of Contractors for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating System along with 5-year Comprehensive Maintenance Contract (CMC), at various locations in the State of Madhya Pradesh” (hereinafter called **“Project”**) and selection of bidders for the same.
- 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 in a Category of Project as per Table 1 of this RFP, 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:

- a) The parties agree to submit bid as Consortium for following categories:

Project Category	Participation* (Yes / No)

**Note: Bidder shall mention 'Yes' corresponding to categories it wants to bid and clearly mention 'No' for categories where it does not intend to bid*

- b) Only First Part shall be evaluated for qualification against technical eligibility criteria as per RFP.
- c) First Part 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.
- d) First Part 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 Part. Pursuant to selection of Successful Bidder as per criteria delineated in the RFP, all obligations as per RFP shall be borne by the First Part.
- e) Second Part shall work in accordance with roles and responsibilities assigned to them by First Part as a part of their internal understanding.
- f) Parties have agreed and documented clearly stated roles and responsibilities between First Part and Second Part for execution of work awarded by MPUVNL.
- g) 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 (At least 51%)
Member	

3. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the date of validity period of Award and further in accordance with the LICA subsequently issued 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 in case the Applicant is not pre-qualified.

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:

SIGNED, SEALED AND
DELIVERED For
and on behalf of Second Part:

(Signature)

(Signature)

(Name & Designation)

(Name & Designation)

(Address)

(Address)

In Presence of:

Witness -1

Witness -2

In Presence of:

Witness -1

Witness -2

ANNEXURE 21: BANK GUARANTEE FOR MOBILISATION ADVANCE
(To be stamped in accordance with Stamp Act)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as (Contractor) submitting the response to RFP inter alia for selection of the Request for Proposal (RFP) for Selection of Contractors for Survey, Design, Supply, Installation & Commissioning of Solar Water Heating System along with 5-year Comprehensive Maintenance Contract (CMC), at various locations in the State of Madhya Pradesh. The RFP dated issued by Madhya Pradesh Urja Vikas Nigam Limited (hereinafter referred to as Nodal Agency) and Nodal Agency considering such response to the RFP of [insert the name of the Contractor] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Contractor and issuing LICA No. to (Insert Name of Successful Bidder) as per terms of RFP the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [Insert Name of the Place from the address of the Nodal Agency] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Rupees _____(Total Value in words)] only, on behalf of M/s [Insert name of the Contractor / Project Company].

This guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of 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 Contractor]. The Guarantor Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder. This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein. This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Nodal Agency shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Contractor / Project Company, to make any claim against or any demand on the Contractor or to give any notice to the Contractor / Project Company or to enforce any security held by Nodal Agency or to exercise, levy or enforce any distress,

diligence or other process against the Contractor / Project Company. 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 _____

SECTION VII

FINANCIAL BID F1

Solar Cooker

(To be submitted online only with due encryption)

Particulars	Financial Bid (INR per unit)
Solar Cooker (3 Pot)	

Note:

1. This system is Solar Cookers 3 Pot, Aluminium body as per BIS norms.
2. Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and Commissioning, five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and Taxes including Duties FOR Site (s) mentioned in the Document.

SEAL AND SIGN

AUTHORIZED SIGNATORY

FINANCIAL BID F2

Solar Water Heating Systems

(To be submitted online only with due encryption)

Particulars	Financial Bid (INR per unit)
Solar Water Heating Systems ETC, 100 LPD	

Note:

1. Solar **Water Heating Systems ETC, 100 LPD** , as per BIS Norms
2. Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and Commissioning, five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and Taxes including Duties FOR Site (s) mentioned in the Document..

SEAL AND SIGN

AUTHORIZED SIGNATORY

FINANCIAL BID F3

Solar Water Heating Systems

(To be submitted online only with due encryption)

Particulars	Financial Bid (INR per unit)
Solar Water Heating Systems ETC, 200 LPD	

Note:

- 3. Solar Water Heating Systems ETC, 200 LPD** , as per BIS Norms
4. Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and Commissioning, five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and Taxes including Duties FOR Site (s) mentioned in the Document..

SEAL AND SIGN

AUTHORIZED SIGNATORY

FINANCIAL BID F4

Solar Water Heating Systems

(To be submitted online only with due encryption)

Particulars	Financial Bid (INR per unit)
Solar Water Heating Systems ETC, 500 LPD	

Note:

5. Solar **Water Heating Systems ETC, 500 LPD** , as per BIS Norms
6. Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and Commissioning, five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and Taxes including Duties FOR Site (s) mentioned in the Document..

SEAL AND SIGN

AUTHORIZED SIGNATORY

FINANCIAL BID F5

Solar Water Heating Systems

(To be submitted online only with due encryption)

Particulars	At Par with SOR /Percentage Discount over SOR		
	At Par	Above%	Below%
Percentage rate (above or below or at par) on the Schedule of Rates (SOR) for building works, Public Works Department, (PIU), Bhopal, Govt. of M.P. In force from 1st August 2014 or latest available SOR issued By Project Director		—	

1. The contractor should indicate either at par or % discount over SOR rate.
2. The bidders are required to submit hard copies of above referred latest SOR with their proposal.
3. **The Payment of Civil work (if any), Cold Water Tank with mounting structure (If any), Connecting Pipe between Mounted Cold water tank and SWHS Collector (if any) and any other BOS items as listed in the SOR shall be made on SOR basis as per the actual measurement at site.**
4. **In case any site has requirement for Mounting Cold water tank, then structure (stand) should be MS, according to weight specified in valid SOR against required capacity.**
5. This payment shall be made by MPUVNL to the contractor on verification of work completion by concerned DREO
6. The above rates shall not be considered in bid evaluation

SEAL AND SIGN

AUTHORIZED SIGNATORY