



# **Madhya Pradesh Urja Vikas Nigam Limited**

Invites

Request for Proposal (RFP)

for

Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbine (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh

RFP No: F/UVN/2022-23/SPVRC/376

Dated: 02/05/2023

Issued by:-

Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL)

Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016 Telephone No.: +91-755-2553595, 2556566,  
2767270

**Table of Contents**

BID INFORMATION SHEET ..... 7

DEFINITION & ABBREVIATIONS ..... 11

INTERPRETATIONS..... 13

SECTION I: INSTRUCTION TO BIDDERS (ITB)..... 14

SECTION II: BID EVALUATION ..... 32

SECTION III: SCOPE OF WORK ..... 35

SECTION IV: TECHNICAL SPECIFICATIONS ..... 37

SECTION V: FORMATS FOR SUBMITTING RFP ..... 42

FORMAT 1: COVERING LETTER ..... 42

FORMAT 2: GENERAL PARTICULARS OF THE BIDDER ..... 45

FORMAT 3: SHAREHOLDING CERTIFICATE ..... 46

FORMAT 4: BANK GUARANTEE FORMAT FOR BID SECURITY ..... 47

FORMAT 5: PERFORMANCE BANK GUARANTEE ..... 49

FORMAT-6: CHECK LIST FOR PBG..... 51

FORMAT - 7: POWER OF ATTORNEY ..... 52

FORMAT- 8: TECHNICAL ELIGIBILITY CRITERIA REQUIREMENT ..... 54

FORMAT-9: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT ..... 55

FORMAT- 10: CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER ..... 57

FORMAT - 11: UNDERTAKING FOR FINANCIAL CAPABILITY ..... 58

FORMAT 12: AGREEMENT..... 60

FORMAT-13: CONSORTIUM AGREEMENT ..... 61

FORMAT-14: POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM..... 64

FORMAT-15: LETTER REQUESTING INSTALLATION OF SYSTEM THROUGH SELECTED VENDOR ..... 66

FORMAT-16: DECLARATION ..... 67

FORMAT-17: VERIFICATION REPORT FOR WORK COMPLETION..... 68

SECTION VI – FINANCIAL BID FORMATS ..... 69



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

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

**RFP No: F/UVN/2022-23/SPVRC/376**

**Dated: 02/05/2023**

Madhya Pradesh Urja Vikas Nigam Limited, invites Bids from the eligible Bidder to participate through this Request for Proposal (RFP) for Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbines (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh.

For the implementation of above-mentioned work, Bidder should submit a softcopy of bid proposal along with payment of non-refundable Bid Processing Fee, requisite Bid Security and all required documents complete in all respects on or before **29/05/2023** up to 1800 hours in prescribed format on the MP Tenders Portal. 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 **31/05/2023** at 1530 hours.

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

### 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 up to five (5) days before the Bid submission date. Interested and eligible Bidders are advised to follow and keep track of Nodal Agency's website for updated information. Nodal Agency is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither Nodal Agency nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013 or Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or Income Tax Act, 1961 and the rules or regulations framed under these Acts.

## Request for Proposal for SPV Street light and other SPV Systems

### BID INFORMATION SHEET

|                                |  |
|--------------------------------|--|
| <b>Document Description</b>    | Request for Proposal (RFP) for Standardization of Rates and Selection of Contractors for Installation of Various Models of Solar PV Street Lights (LED), Off-grid Power Packs, Vertical Axis Wind Turbines (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh.  |
| <b>RFP No. &amp; Date</b>      | RFP No: <b>F/UVN/2023/SPVRC/376</b><br>Dated: <b>02/05/2023</b>  |
| <b>RFP Purchase Start Date</b> | <b>10/05/2023</b> at 1800 hours  |
| <b>Broad Scope</b>             | <p>Design, engineering, supply, testing, and installation including insurance, spare parts and warranty, operation &amp; maintenance [for five (05) years from the date of installation of the following systems:</p> <ul style="list-style-type: none"><li>– <b>Category A – All in one SPV street lighting systems:</b> These systems comprise of SPV modules of 80 W<sub>p</sub>, 120 W<sub>p</sub> with LED luminaire of 30 W and 45 W, respectively, including LiFePo4 12.8 V battery capacity of 36 AH and 54 AH, respectively, as per specifications and 6 m height pole AGL.</li><li>– <b>Category B – High mast SPV street lighting systems:</b> 900 W<sub>p</sub> (aggregate SPV module capacity), LED luminaire of 180 W (6 luminaires), and LiFePo4 battery with battery bank capacity shall consist of batteries totaling to 324 AH at 12.8 V with 9m pole (AGL) as per RFP specifications</li><li>– <b>Category C – Aluminum diecast body SPV based LED street lighting systems:</b> Aluminum diecast body with vertically integrated SPV modules 400 W<sub>p</sub> (4 x 100 W<sub>p</sub>) LED streetlighting systems, with 45 W circular luminaire and pole height of 6m (AGL), 100 AH battery LiFePo4 as per RFP specifications</li><li>– <b>Category D – Heritage High Mast Solar Pole:</b> 7m (AGL) heritage high mast solar pole with 400 W<sub>p</sub> (100 W<sub>p</sub> x 4) SPV modules and LED luminaires (1 x 60 W) as per RFP specifications. 100 AH battery LiFePo4</li><li>– <b>Category E – Off-grid Solar PV Power Pack Systems:</b> 500 W<sub>p</sub> solar power pack off grid systems as per RFP specifications</li><li>– <b>Category F – Wind-solar hybrid systems:</b> Vertical axis wind turbine and Solar PV hybrid systems with 100% wind, 20% wind - 80% solar and 40% wind - 60% solar combinations</li><li>– <b>Category G – Solar Trees:</b> As per RFP specifications</li><li>– <b>Category H – Solar Water Kiosks :</b> As per RFP specifications</li></ul> |

## Request for Proposal for SPV Street light and other SPV Systems

|  |   |
|--|---|
| <b>Pre-bid Meeting</b>                                     | <p>A pre-bid meeting shall be hosted on an online platform on <b>16/05/2023</b> at 1100 hours. Interested bidders may nominate their representatives (up to a maximum of 2) to attend the same. The Bidders should share the following participation details by <b>15/05/2023</b> at <a href="mailto:spvrc.mpuvn@gmail.com">spvrc.mpuvn@gmail.com</a>:</p> <ul style="list-style-type: none"><li>• Name of the Bidder</li><li>• Name, Email, Contact No. of the Participant(s)</li></ul> <p>Online meeting link and joining instructions shall be shared thereafter.</p>  |
| <b>Last date for submission of queries in written form</b> | The queries shall be accepted at <a href="mailto:spvrc.mpuvn@gmail.com">spvrc.mpuvn@gmail.com</a> up to 1800 hours of <b>18/05/2023</b>   |
| <b>Online bid submission start date</b>                    | <b>19/05/2023</b> from 18:00 hours  |
| <b>Online bid submission end date</b>                      | <b>29/05/2023</b> up to 1800 hours  |
| <b>Bid opening (Technical)</b>                             | <b>31/05/2023</b> at 1530 hours   |
| <b>Bid opening (Financial)</b>                             | <b>05/06/2023</b> at 1530 hours (For any modification in date, time and venue for financial bid opening shall be updated on MPUVNL's website. Bidders are advised to keep track of the same).   |
| <b>Project completion timelines</b>                        | Contractor would be expected to complete Projects as per the timelines mentioned in the work order.   |
| <b>Bid Processing Fee (non- refundable)</b>                | <p>No exemption towards bid processing fees or E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs. Bidder shall pay Bid processing fee of Rupees 5,900/- (Rupees five thousand nine hundred only) inclusive of GST through online mode at <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a></p> <p>This Bid Processing Fee is exclusive of portal charges or payment gateway charges or applicable GST and the additional charges beyond the Bid Processing Fee shall be borne by the Bidder. By paying Bid Processing Fee, a Bidder shall be eligible to Bid for one or more Project Groups under this RFP.</p> |

## Request for Proposal for SPV Street light and other SPV Systems

|   |   |
|---|---|
| <b>Bid Security</b>                       | <p>Bid security shall be 1% of approximate cost of project for each category/ type of systems as mentioned under Table 1 of this RfP.</p> <p>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 may be paid online on <a href="http://mptenders.gov.in">mptenders.gov.in</a> or in the form of FDR or Bank Guarantee as per <u>FORMAT 4: BANK GUARANTEE FORMAT FOR BID SECURITY</u>, and upload the receipt of the same on portal.</p> <p>In case of submission of Bid Security Online, Bidder participating in all the categories in this RFP, shall pay the full amount of EMD/Bid security amount, without opting the option 'Bid Security/EMD exemption' on mp tenders portal. Bidder(s) who are not participating in all the categories shall have to select the option 'Bid Security/EMD exemption', in the portal and enter the differential amount (i.e. Total Bid security – category wise applicable bid security, in INR). as exemption and pay the Bid security amount as per the categories applied for. <i>(For example, a bidder applying for all categories shall not opt for the Bid Security/EMD exemption' option and would pay a bid security amount of Rs 24.50 lakhs. A bidder applying for categories B and C shall be required to pay a bid security of Rs 15 lakhs and shall opt for the Bid Security/EMD exemption option and enter a differential amount of Rs 9.50 lakhs (i.e., 24.50 lakhs – 15 lakhs). On entering the differential amount, the payable bid security amount would be automatically visible.</i></p> <p>In case of submission of Bid Security through BG/FDR, Bidder shall opt for Bid Security/EMD exemption on MP Tenders portal and upload a scanned copy of the same on the MP Tenders portal, while submitting the technical bid.</p> <p>No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi-Govt./ PSUs.</p> <p>Bid Security of the unsuccessful bidders would be automatically refunded through MP tenders portal. Bid Security of the successful bidder(s) would be released post completion of work(s) and submission of Performance Bank Guarantee or completion of agreement tenure (365 days from award of work), whichever is later.</p> |
| <b>Performance Bank Guarantee ("PBG")</b> | <p>On completion of work(s), the Contractor shall be required to furnish Performance Bank Guarantee ("PBG") of value equivalent to 10% of Work Order Value.</p> <p>Contractor shall furnish the Bank Guarantee as per the prescribed <u>FORMAT 5: PERFORMANCE BANK GUARANTEE</u></p>  |
| <b>Bid Validity</b>                       | 180 days from bid submission deadline   |

## Request for Proposal for SPV Street light and other SPV Systems

|   |   |
|---|---|
| <b>Bank account details</b>                       | Account Holder Name : M. P. Urja Vikas Nigam Ltd.<br>Bank Name : ICICI Bank Ltd.<br>Bank Branch Address : Shivaji Nagar, Bhopal<br>Account No. 656501700049<br>IFSC Code : ICIC0006565<br>MICR Code 462229012 |
| <b>Update on this RfP</b>                         | Bidders are advised to keep track of changes/ updates/ corrigendum regarding this RfP on <a href="https://mptenders.gov.in/nicgep/app">https://mptenders.gov.in/nicgep/app</a>                                |
| <b>Address for Bid submission/ correspondence</b> | Superintending Engineer,<br><br>MP Urja Vikas Nigam Ltd.<br>'Urja Bhawan', Link Road No. 2,<br>Shivaji Nagar, Bhopal – 462016   |



## Request for Proposal for SPV Street light and other SPV Systems

### DEFINITION & ABBREVIATIONS

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

1. “**Affiliate**” shall mean a Company / Limited Liability Partnership (LLP) Firm/Partnership Firm/ Sole Proprietor that directly or indirectly
  - a. controls, or
  - b. is controlled by, or
  - c. is under common control witha Bidder or a member (in case of a Consortium) and “Control” means the ownership, directly or indirectly, of more than 50% of the voting shares or the power to direct the management and policies by operation of law, contract or otherwise. Any bank or financial institution shall not be considered as Affiliate.
2. “**Agreement**” shall mean the terms and condition agreed and signed between Contractor and Nodal Agency;
3. “**AGL**” shall mean Above Ground Level
4. “**Awarded Capacity**” shall means the total capacity or quantity awarded to the Contractor for implementation of Project under this RFP;
5. “**B.E.E.**” shall mean Bureau of Energy Efficiency, Government of India
6. “**B.I.S**” shall mean specifications of Bureau of Indian Standards (BIS);
7. “**Bid**” shall mean the Technical and Financial proposal submitted by the Bidder along with all documents, credentials, attachment, annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
8. “**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;
9. “**Bidding Consortium or Consortium**” shall refer to a group of two or three bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor that has collectively made a Bid, in response to RFP for the project;
10. “**Bid Deadline**” shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
11. “**Bid Security**” shall mean Bid Security of desired value submitted preferably online directly through <https://mptenders.gov.in/nicgep/app> by following instructions of the portal;
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. “**Competent Authority**” shall mean Managing Director of Nodal Agency, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;
14. “**Completion**” shall mean supply and erection/installation of a Project that has been completed, operationally and structurally and put in a tight and clean condition and that all works that have been completed as per requirement of this RFP/ prescriptions of MPUVNL in agreement/ work order;
15. “**Company**” shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
16. “**Comprehensive O&M**” shall mean insurance, warranty, spare parts and operation & maintenance of works for five (05) years from the date of installation.

## Request for Proposal for SPV Street light and other SPV Systems

17. **“Contractor”** shall mean the Successful Bidder or Project Company who has accepted the Work Order and has signed the Agreement;
18. **“Day(s)”** shall mean a 24 (twenty-four) hour period beginning at 00:00 hours Indian Standard Time and ending at 23:59:59 hours Indian Standard Time;
19. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP;
20. **“Financial Bid”** shall mean online financial Bid, containing the Bidder’s quoted price as per RFP format;
21. **“Indicative Capacity”** shall mean that the no of works, or systems required are tentative and actual number of works or systems required can vary.
22. **“Inspecting Authority”** shall mean the authority designated by the Nodal Agency for the said purpose;
23. **“ISI”** shall mean standards-compliance mark for industrial products in India. The mark certifies that a product conforms to an Indian standard (IS) developed by the Bureau of Indian Standards (BIS)
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. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
26. **“Month(s)”** shall mean a calendar month as per the Gregorian calendar;
27. **“Nodal Agency”** shall mean the Madhya Pradesh Urja Vikas Nigam Limited (MPUVNL), Bhopal;
28. **“Performance Bank Guarantee (PBG)”** shall mean Bank Guarantee of 10% of Work Order value required to be submitted by the Contractor after completion/installation of the work(s)
29. **“Successful Bidder(s)”** shall mean the Qualified Bidder(s) selected by Nodal Agency pursuant to this RFP for implementation of works as per the terms and condition of the RFP Documents, and to whom Work Order has been issued;
30. **“W”** shall mean Watt
31. **“W<sub>p</sub>”** shall mean Watt Peak
32. **“Year”** shall mean 365 Days or 366 Days in case of leap year when February is of 29 Days;

**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.

## Request for Proposal for SPV Street light and other SPV Systems

### SECTION I: INSTRUCTION TO BIDDERS (ITB)

1. 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. The Nodal Agency 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.
2. Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the bid price and to have satisfied himself of the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works Successful Bidder shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP.
3. Rate discovery through this RFP is Standardized Rates for period of one year or as extended by the Nodal Agency. Works may be carried out by other State Government Agencies/Departments /Organizations at the rates standardized through this tender and as per terms and conditions of this RFP.

#### 4. Bid Details

**4.1.**The bidding process is for Design, Engineering, Supply, Testing, and Installation including insurance, warranty, spare parts and warranty, operation & maintenance for five (05) years from the date of Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbines (SPV Hybrid) and Solar Trees as per specifications and requirements mentioned herein. The capacity for the various works is indicative, i.e., the total quantity/ work as indicated may vary as per requirement subject to sole discretion of Nodal Agency.

**4.2.**Various systems are required to be installed as per the categories mentioned in the Table 1.

Bidder shall be required to bid in **at least one** out of the above mentioned five categories. The category-wise breakup of the systems to be installed are mentioned in the Table 1, below:

## Request for Proposal for SPV Street light and other SPV Systems

Table 1: Category – wise breakup of systems required to be installed

| Details of systems   | Indicative Capacity | Estimated Value of Works (INR lakh) | Technical Eligibility through experience | Financial Eligibility Through Annual Turnover (INR Lakh) | Bid Security (INR Lakh) |
|--|---------------------|-------------------------------------|--|--|-------------------------|
| <p><b>Category A: All in One Street Lighting Systems</b></p> <ul style="list-style-type: none"> <li>– <b>A1:</b> All in one SPV street lighting systems with <b>80 W<sub>p</sub> module</b>, LED luminaire of 30 W with 45 AH battery capacity as per specifications with 6m pole AGL</li> <li>– <b>A2:</b> All in one SPV street lighting systems with <b>120 W<sub>p</sub> module</b>, LED luminaire of 45W with 50 AH battery as per specifications with 6m pole AGL</li> </ul> | 200 nos.            | 50                                  | 60 nos.                                  | 20   | 0.5                     |
| <p><b>Category B: High Mast SPV Street Lighting Systems</b></p> <ul style="list-style-type: none"> <li>– 900 W<sub>p</sub> (aggregate SPV module capacity), LED luminaire of 180 W (6 luminaires), and LiFePo4 battery with battery bank capacity shall consist of batteries totaling to 324 AH at 12.8 V with 9m pole (AGL) as per RFP specifications</li> </ul>  | 200 nos.            | 1000                                | 60 nos.                                  | 400  | 10                      |
| <p><b>Category C: Aluminum diecast body SPV based LED street lighting systems</b></p> <ul style="list-style-type: none"> <li>– Aluminum diecast body with vertically integrated SPV modules 400 W<sub>p</sub> (4 x 100 W<sub>p</sub>) LED streetlighting systems, with 45 W</li> </ul>   | 200 nos.            | 440                                 | 60 nos.                                  | 176  | 5                       |

## Request for Proposal for SPV Street light and other SPV Systems

|   |          |     |   |     |     |
|---|----------|-----|---|-----|-----|
| circular luminaire and pole height of 6m (AGL), 100 AH battery LiFePo4 as per RFP specifications  |          |     |   |     |     |
| <b>Category D – Heritage High Mast Solar Pole:</b><br><ul style="list-style-type: none"> <li>– 400 W<sub>p</sub> (100 W<sub>p</sub> x 4) SPV modules, 60 W(15 W x 4) LED luminaires with 7m (AGL) heritage high mast solar pole. 100 AH LiFePo4 battery/battery bank with 12.8 V system voltage</li> </ul>                        | 200 nos. | 500 | 60 nos.                                   | 200 | 5   |
| <b>Category E: Off-grid Solar Power Packs</b><br><ul style="list-style-type: none"> <li>– 500 Wp, 12.8 Volt DC system with 7.2 VAh/W, LiFePo battery with MPPT charge controller as per MNRE specification. Also, it shall include 2 DC fans, 3 LED bulbs, 3 LED tubelights, internal wiring and mobile charging port.</li> </ul> | 200 nos. | 200 | 60 nos.                                   | 80  | 2   |
| <b>Category F: Wind-solar hybrid systems</b><br><ul style="list-style-type: none"> <li>– 500 W Vertical axis wind turbine systems (100% wind based)</li> <li>– Vertical axis wind turbine and Solar PV hybrid systems with 20% wind, 80% solar and 40% wind , 60% solar PV combinations</li> </ul>                                | 100 kW   | 450 | 10 kW                                     | 135 | 1   |
| <b>Category G: Solar Trees</b><br><ul style="list-style-type: none"> <li>– Solar trees of 1 kW capacity as per RFP specifications</li> </ul>  | 20 nos.  | 45  | 60 nos. <small>See note vii below</small> | 13  | 0.5 |

## Request for Proposal for SPV Street light and other SPV Systems

|   |         |    |   |             |              |
|---|---------|----|---|-------------|--------------|
| <b>Category H: Solar Water Kiosks</b><br>– Solar PV panels of 2 kW<br>– Storage tanks, UV purifier, controller, water chiller etc. as per detailed technical specifications | 20 nos. | 60 | 60 nos. <small>See note vii below</small> | 18          | 0.5          |
| <b>Total</b>  |         |    |   | <b>1042</b> | <b>24.50</b> |

Notes:

(i) Nos. of systems required to be installed for each category as mentioned in the table are indicative, exact no. of systems to be installed may vary as per work order

(ii) Technical eligibility for categories A & B shall comprise of experience in design, engineering, supply, testing and installation including Comprehensive O&M for Solar PV based LED street lighting systems.

(iii) For Technical eligibility for category C, bidder shall provide either completion certificates or work orders/executed agreements for installation of at least 60 nos. of Aluminium diecast body based Streetlighting systems with circular luminaire. Completion certificates/work orders/executed agreements of only Government Organizations would be considered.

(iv) For Technical Eligibility in Category D, bidder shall provide either completion certificates or work orders/executed agreements for installation of at least 60 nos. of Heritage Solar Streetlights. Completion certificates/work orders/executed agreements of only Government Organizations would be considered.

(v) For Category E, bidder should have experience for solar PV based off grid power packs of capacity of 500 W<sub>p</sub> and above. Under technical experience, only work experience/work completion certificates issued by any Government Organizations would be considered.

(vi) For Category F bidder should have experience in design, engineering, supply, installation and comprehensive O&M of Vertical Axis Wind Turbine (SPV hybrid) systems as mentioned in the table 1, above. Only work experience/work completion certificates issued by any Government Organizations would be considered.

(vii) For Categories G and H, bidder should have experience in design, engineering, supply, installation and comprehensive O&M of Heritage or High Mast SPV Street lighting systems for no. of systems mentioned in the table 1, above. Only work experience/work completion certificates issued by any Government Organizations would be considered.

(viii) As mentioned in Clause 4.7.2, the experience as mentioned in Table 1 for each category, should be within last 5 financial years.

(ix) Bidder shall be required to meet Financial Eligibility through Average Annual Turnover as mentioned in the table for last 3 financial years, i.e., FYs 2019-20, 2020-21 and 2021-22

## Request for Proposal for SPV Street light and other SPV Systems

### 4.3. Provisions related to additional electrical and civil works

- 4.3.1. If required and on case to case basis, the Rates of Electrical work for interfacing of Systems with existing selective Electrical Loads will be decided on the basis of prevailing at par rates of Schedule of Rates (SOR) for Electrical works and Public Works Department (PIU), Bhopal, Govt. of M.P. in force from 15/09/2022 and amendments thereof issued by Project Director, M.P.P.W.D Bhopal, which shall be considered a part of this RFP by default. The rates of this SOR shall be binding to the selected Successful Bidders of Projects for getting the work executed at the allocated sites.
- 4.3.2. The rates of Civil work for construction of battery / control room, or any other related work as per site requirement for installation of Project(s), shall be as prevailing at par the rates of Schedule of Rates (SOR) for building works, Public Works Department (PIU), Bhopal, Govt. of M.P. in force from 15/09/2022 and amendment thereof issued By Project Director. This SOR shall be considered a part of this RFP by default.
- 4.3.3. The Rates of external electrical work, if so required to be done for interfacing a System with the grid, shall be as per the prevailing schedule of rates (SOR), at par, for electrical works, of MP Madhya Kshetra Vidhyut Vitran Company Ltd. (MPMKVVCL). This SOR shall be considered a part of this RFP.
- 4.3.4. All amendments made in the above said SORs of PWD and MPMKVVCL shall also be considered as a part of this RFP and shall be considered for execution of all necessary additional works for Completion of the Systems awarded. Bidders are advised to acquaint themselves of these rates and conduct their own due diligence before any decision in the matter.
- 4.3.5. It is clarified that the above SOR rates of PWD and/ or MPMKVVCL would not form a part of the financial bid submitted.

### 4.4. Bid Security

- 4.4.1. Category-wise bid security/EMD shall be as indicated in Table 1. Bidder shall furnish Bid Security of required amount for each Category of system for which Bidder is placing Bid. Bidders placing Bid for more than one Categories shall 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 under this clause of RFP document, shall submitted in the form of FDR or Bank Guarantee as per FORMAT 4: BANK GUARANTEE FORMAT FOR BID SECURITY or can be submitted online .
- 4.4.2. In case of submission of Bid Security Online, Bidder participating in all the categories in this RFP, shall pay the full amount of EMD/Bid security amount, without opting the option 'Bid Security/EMD exemption' on mp tenders portal. Bidder(s) who are not participating in all the categories shall have to select the option 'Bid Security/EMD exemption', in the portal and enter the differential amount (i.e. Total Bid security – category wise applicable bid security, in INR) as exemption and pay the Bid security amount as per the categories applied for. *(For example, a bidder applying for all categories shall not opt for the Bid Security/EMD exemption' option and would pay a bid security amount of Rs 24. 50 lakhs. A bidder applying for categories B and C shall be required to pay a bid security of Rs 15 lakhs and shall opt for the Bid Security/EMD exemption option and enter a differential amount of Rs 9.50 lakhs (i.e., 24.50 lakhs – 15 lakhs). On entering the differential amount, the payable bid security amount would be automatically visible.*
- 4.4.3. In case of submission of Bid Security through BG/FDR, Bidder shall opt for complete exemption of EMD/Bid Security amount on MP Tenders portal and upload a scanned copy of the BG/FDR on



## Request for Proposal for SPV Street light and other SPV Systems

the MP Tenders portal, while submitting the technical bid. Bank details for submission of Bid Security as FDR are mentioned in Bid Information Sheet.

- 4.4.4. It shall be mandatory to submit original Hard Copy of Bid Security, if submitted in the form of Demand Draft/FDR/Bank Guarantee only
- 4.4.5. Bid Security shall be returned to all other Bidders except Successful Bidders.
- 4.4.6. For the Successful Bidders, Bid Security shall be returned post completion of work(s) and submission of PBG or 365 days from award of work, whichever is later.
- 4.4.7. The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Nodal Agency under following circumstances:
  - If a Bidder withdraws, revoke, cancel, or unilaterally varies his Bid in any manner during the period of Bid Validity specified in the RFP document.
  - If the Successful Bidder fails to unconditionally accept the Work Order, within fifteen (15) days from the date of its issue.
  - In case of refusal of any Work Order/inability to take up the work

### 4.5. Key Dates:

| S.No | MPUVNL Stage                     | Date     | Time(Hrs) |
|------|----------------------------------|----------|-----------|
| 1    | RFP sale start date              | 10.05.23 | 18:00     |
| 2    | Pre-bid meeting date             | 16.05.23 | 11:00     |
| 3    | Online Bid submission start date | 19.05.23 | 18:00     |
| 4    | Online Bid submission end date   | 29.05.23 | 18:00     |
| 6    | Technical Bid opening date       | 31.05.23 | 15:30     |
| 7    | Financial Bid opening date       | 05.06.23 | 15:30     |

### 4.6. Instructions to the Bidder for tender submission

#### 4.6.1. Instructions to the bidder on e-tendering:

- a. For participation in e-tendering module, it is mandatory for Bidders to enrol on the e-Procurement module of the MP Tenders Portal (**URL: <https://mptenders.gov.in/>**) by clicking on the link **“Online bidder Enrolment”** on the MP TENDERS Portal. Cost of Enrolment and renewal is dependent on the Government Order (GO) prevailing at that period of time.
- b. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP Tenders Portal.
- d. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e. Only one valid DSC should be registered by a Bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- g. For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website. Please note that it may take up to 3 to 5 working days for issue of

## Request for Proposal for SPV Street light and other SPV Systems

Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.

- h. Tender documents can be downloaded from website free of cost. Bidders need to submit the Bid Processing Fee at the time of online submission of the bid.
  - i. Service and gateway charges shall be borne by the Bidders.
  - j. The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
  - k. If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
  - l. For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website <https://mptenders.gov.in/> . Please note that it may take up to 3 to 5 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
  - m. Bidders are requested to regularly visit our e-tendering website for any clarification and / or extension of due date.
  - n. Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/>.
  - o. Nodal Agency shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
  - p. Whosoever on behalf of the Bidder is submitting the tender by his Digital Signature Certificate, shall invariably upload the scanned copy of the authority letter, as well as submit the copy of the same in physical form with the offer of particular Bid.
  - q. The Bid Security/ EMD should be paid online at [www.mptenders.gov.in](http://www.mptenders.gov.in).
  - r. After the final submission of bid, Bidder should ensure that he has received the acknowledgment slip and should keep this slip until opening of the Bid. If acknowledgment slip is not generated, it means the Bid is not submitted.
  - s. The Bidders shall have to submit their Financial Bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 4.5. Technical Bid containing original (downloaded) RFP along with Annexure, formats and relevant document/ certificates etc. duly sealed and signed should reach to the office undersigned by the Key Dates.
  - t. For any type of clarification, Bidders can visit <https://mptenders.gov.in/> and can call at **24\*7** help desk contact no. **0120-4001 002/005** which is also mentioned in the website. Bidder can also send email to **"support-eproc@nic.in"**.
- 4.6.2. 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. Bidder submits more than one Bid in the bidding process, either individually [including bid submitted as authorized representative on behalf of one or more Bidder(s)] or as Member of consortium.
  - b. They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder or influence the decisions of Nodal Agency regarding this bidding process.

### 4.7. Eligibility Criteria:

#### 4.7.1. GENERAL:

## Request for Proposal for SPV Street light and other SPV Systems

- (i) The Bidder or, in case of a consortium being the Bidder, its each member 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 (LLP) Firm 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 LLP/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with FORMAT 2: GENERAL PARTICULARS OF THE BIDDER.
- (ii) Consortium would consist of a maximum of three members. The Members of Consortium shall nominate the Lead Member. Such nomination shall be supported by a power of attorney signed by all the Members of Consortium (and duly acknowledged by the Lead Member) and shall substantially be in the form set out in FORMAT-14: POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM. In case Bidder is a Consortium, a consortium agreement as per Consortium Agreement shall be required to be furnished along with the Bid.
- (iii) The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process.
- (iv) In a situation, where a consortium that is selected as a Successful Bidder, decides not to form a project company, the Lead Member would be responsible for all the correspondence and documentation. Moreover, all the Work Orders under this tender shall be issued in the name of the Lead Member.
- (v) Bidder must meet Eligibility Criteria either independently or as consortium of maximum three 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 CONSORTIUM AGREEMENT shall be required to be furnished along with the Bid.
- (vi) Bidder or any member of consortium or its Affiliate having been blacklisted by Nodal Agency or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.
- (vii) Bidder or any member of consortium shall be ineligible for participation in this RFP in following cases:
- If it has not performed satisfactorily for Nodal Agency, leading to cancellation of Work Order(s) or Agreements or contracts of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) or Agreements or contracts awarded in last five (5) years.
  - If it is involved in litigation or arbitration with Nodal Agency arising out of work completed or under execution by it, of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) or Agreements or contracts awarded in last five (5) years.

### 4.7.2. Technical Eligibility Criteria:

- (i) The Bidder should have desired experience as mentioned in Table 1 in last five (5) financial years (i.e. not going before FY 2017-18), for minimum number of systems as mentioned in Table-1 against relevant category. The bidder may submit bid in form of consortium to meet the required eligibility criteria. The credentials of Affiliate of Bidder/ other members of Consortium shall be considered for qualification against Technical Eligibility Criteria.
- (ii) All the systems shown to meet technical eligibility criteria should have been commissioned prior to Technical Bid opening date. The list of Projects installed/commissioned prior to Technical Bid opening date along with a copy of the Completion certificate and work order/contract/agreement in the name of Bidder shall be submitted. **Only work order(s) and Completion Certificate(s) issued by Government Agencies would be considered for eligibility.**

### 4.7.3. Financial Eligibility Criteria:

## Request for Proposal for SPV Street light and other SPV Systems

- (i) Bidder shall satisfy the Annual Average Turnover Criteria for respective category as mentioned in Table 1. The Average Annual Turnover shall be for last 3 years, i.e. FY 2019-20, FY 2020-21, FY 2021-22.
- (ii) Financial Eligibility Criteria can be met individually or jointly by other members of Consortium.
- (iii) Bidder can use its own financial strength or of its Affiliate to fulfil the Financial Eligibility Criteria mentioned in RFP.
- (iv) If Bidder is using Affiliate's financial strength to fulfil the Financial Eligibility Criteria, then he has to submit details of financial strength of its Affiliate only.
- (v) 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.
- (vi) 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.
- (vii) Bidder should have positive Net-Worth. The Computation of Net-Worth shall be based on audited annual accounts. The formula for Net-Worth calculation shall be as per Companies Act, 2013.
- (viii) If the participants are not incorporated as companies, then the Net-Worth should not be older than one year from the bid submission date.
- (ix) 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.
- (x) In case of Sole Proprietor (including any reserves), the Net-Worth shall be equal to Proprietor's Capital Account.
- (xi) Bidder shall submit the average annual turnover since the incorporation not going prior to FY 2019-20, supported with 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 2019-20, FY 2020-21 and FY 2021-22. Whereas, for a company incorporated in FY 2020-21, the bidder should share the average turnover for FY 2020-21 and FY 2021-22.

### Note:-

- a) 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.
- b) It is essential to submit financial eligibility criteria requirement and undertaking form (in case of affiliate/consortium) as attached in FORMAT-9: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT and FORMAT - 11: UNDERTAKING FOR FINANCIAL CAPABILITY respectively of this RFP document.
- (xii) 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.
- (xiii) In case Bidder or any member of Consortium opts to refer its Affiliate to meet the Financial Eligibility criteria, then the 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 completion of work, without prior written approval of Nodal Agency. In cases where in the Awarded Capacity gets exhausted and Bidder requests for additional work/capacity, the period of one (1) Year for control in the Successful Bidder or the Project Company shall be applicable till one (1) Year from the date of completion of additional work 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.

## **Request for Proposal for SPV Street light and other SPV Systems**

**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

(xiv) 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”.

(xv) Bidders shall have to give a declaration to the effect that they have read RFP and its amendments thoroughly and unconditionally agree to it and fulfil the terms and conditions of eligibility (If the declaration to above effect is found to be false, the eligibility would be considered null and void.

### **4.8. Bid Submission by the Bidder**

- 4.8.1. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.
- 4.8.2. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by Nodal Agency may be a ground for rejecting the Bid(s). Each format has to be duly signed and stamped by the authorized signatory of the Bidder. Strict adherence to the documents required to be submitted shall be ensured, failure on this account may lead to rejection of Bid.
- 4.8.3. The Bidder shall furnish documentary evidence in support of meeting Technical and Financial eligibility criteria as indicated in this RFP to the satisfaction of Nodal Agency and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor’s report, etc., as the case may be.

### **4.9. Clarifications and Pre-Bid Meeting**

- 4.9.1. The Bidder may seek clarifications or suggest amendments to RFP in writing, e-mail to [spvrc.mpuvn@gmail.com](mailto:spvrc.mpuvn@gmail.com).
- 4.9.2. 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.
- 4.9.3. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP including, issues raised in writing and submitted by the Bidder.
- 4.9.4. Nodal Agency is not under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for.

### **4.10. Bid Documents**

- 4.10.1. Except as required in this RfP, all necessary and relevant documents as a part of Technical Bid and Financial Bid are to be submitted only ONLINE. No Financial Bid related document shall be submitted offline/ hard copy. Further, none of the documents/ papers as a part of Technical Bid shall be submitted offline/ hard copies. Bid Documents shall comprise of following
  - Covering Letter as per Prescribed Format (FORMAT 1: COVERING LETTER).
  - Receipt of Bid Processing Fee paid online on MP Tenders portal

## Request for Proposal for SPV Street light and other SPV Systems

- General particulars of the Bidder as per FORMAT 2: GENERAL PARTICULARS OF THE BIDDER of this RFP, including Certificate of Incorporation of Bidder/Affiliate as applicable.
- Bidder's composition and ownership structure as per prescribed FORMAT 3: SHAREHOLDING CERTIFICATE 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: POWER OF ATTORNEY issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013). Power of attorney shall not be required in case the Bidder is a Sole Proprietor.
- FORMAT- 8: TECHNICAL ELIGIBILITY CRITERIA REQUIREMENT for meeting Technical Eligibility Requirements along with all supporting documents.
- Certificate of Incorporation, Gumasta Registration, Udyam Registration, PAN/TAN, GST Registration, etc.
- Scanned copies of work orders, completion certificates issued by Government Organization
- Certificate of relationship of affiliate with the Bidder, if applicable, supported by Board Resolution of the Affiliate.
- Consortium Agreement, if applicable.
- Undertaking(s) from the member of Consortium or Affiliate of Bidder/ member of Consortium as per Undertaking Form, as applicable.
- Declaration for adherence to RfP provisions as per FORMAT-16: DECLARATION

### 4.11. Method of Bid-Submission

- 4.11.1. Bidders are required to submit Technical Bid, along with all relevant documents as detailed in Clause 4.10 above ONLINE only on MP Tenders portal.
- 4.11.2. Financial Bid shall be submitted only through ONLINE mode with due encryption. In terms of Section 3 and 3A of chapter-II and Section 4, 5 and 6 of chapter-III of the Information Technology Act, 2000, as amended, digitally signed documents shall be treated equivalent to affixing handwritten signature of authorized signatory of the Bidder.

### 4.12. Bid Deadline

- 4.12.1. The Bidder should submit the online Bid on or before the time schedule mentioned in Key Dates/ Bid Information Sheet.

### 4.13. Validity of Bid

- 4.13.1. The Bid shall remain valid for a period of one hundred and eighty (180) 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 Work Order within the defined period, Nodal Agency shall forfeit the Bid Security furnished by the Bidder. In exceptional circumstances when Work Order 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.

### 4.14. Cost of Bidding

- 4.14.1. 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.

## **Request for Proposal for SPV Street light and other SPV Systems**

The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with submission of Bid even though Nodal Agency may elect to modify/withdraw the invitation of Bid.

### **4.15. Operation and Maintenance**

- 4.15.1. The performance of the systems supplied, installed & commissioned along with additional work shall be under Warranty by the Participant for a period of five (5) years from the date of installation of system at site. This Warranty shall be for a minimum period of five (5) years from the date of installation of the complete systems.
- 4.15.2. The Comprehensive O&M of Systems shall include wear, tear, overhauling, machine breakdown, appropriate insurance (if and as required), and replacement of defective equipment, modules, inverters/ Power Conditioning Unit (PCU), battery, LED display, spares, consumables & other parts for a period of five (5) years from installation of the Systems.
- 4.15.3. During the course of aforesaid five (5) years of Comprehensive O &M, the Contractor(s) will service and maintain the Systems. The Contractor will have to arrange all required instruments, tools, spares, components (including battery as applicable per se battery life), manpower and other necessary facilities at his own cost. The contractor has to ensure proper arrangements for periodic cleaning of panels in order to maintain the requisite performance expectations.
- 4.15.4. The Contractor shall be required to do Preventive Maintenance and the quarterly Preventive Maintenance report to be signed by the Beneficiary on or before the end of each quarter. Further, Contractor shall be required to submit the signed reports as and when required by the Nodal Agency The report should mention the details related to project performance/ shutdown including the reason for Project shutdown that has occurred during the period of report.
- 4.15.5. If the Contractor fails to ensure 100% working status during five years of Comprehensive Maintenance Contract (CMC), penalty will be imposed @ 1% of the cost of the system per week or part thereof for the first instance subject to a maximum limit of 5% of the same value and later on the maintenance shall be done at supplier's cost and PBG will also be forfeited.

### **4.16. Performance Monitoring Mechanism and Penalties for Under Performance during O&M Period**

- 4.16.1. The Contractor shall have to demonstrate that the said systems perform up to their expectations/design.
- 4.16.2. During the Comprehensive O&M period, the Contractor shall ensure trouble free operation of the systems.
- 4.16.3. Nodal Agency reserves the right to recover penalty(ies), if any, from other payments to be made to such Contractor. If it is not recoverable from payments due to Contractor, same shall be deducted from concerned PBG residing with the Nodal Agency for the said Project/ Systems before releasing it to the Contractor as final settlement. Lastly, if any amount towards such penalties is left to be recovered, the same shall be done against any other PBGs/ Bid Security held with MPUVNL.

### **4.17. Contractor's Defect Liability**

- 4.17.1. If it shall appear to the Nodal Agency that any supplies have been executed with unsound, imperfect or skilled 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 Nodal Agency in writing.

## **Request for Proposal for SPV Street light and other SPV Systems**

- 4.17.2. The Contractor shall also be undertaking the operation and maintenance of the Systems and consequently shall be required to rectify any defects that emerge during the operation & maintenance of the Systems for the entire term of the Contract.
- 4.17.3. Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the project arising out of or resulting from improper operation or maintenance of the Systems by the Contractor during operation and maintenance of the Systems.

### **4.18. Liquidated Damages (during execution of works)**

- 4.18.1. If the contractor/ bidder fails to perform the services/work within the time periods specified in the contract (In case of delay for any reason other than due to Force Majeure conditions or any extension thereof granted to him by Nodal Agency) the Nodal Agency shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, a sum equivalent to 0.5% of the contract price for each week of delay until maximum deduction of 5% of the contract price. The deduction shall be from either the payments due to the Contractor or Bid Security of the Contractor.
- 4.18.2. For delay post deduction of maximum 5% of contract value, the MPUVNL may assess the progress of work and take decision where the work order is to be cancelled, forfeit the bid/performance security and debar/ blacklist the firm or to continue with time extension with further penalty.
- 4.18.3. In the case of violation of contract, MPUVNL may confiscate pending payments/dues of the contractor/bidder assigning specific reasons and shall also have the power to debar/blacklist the contractor/bidder in similar circumstances.

### **4.19. Right to Withdraw the RFP and to Reject Any Bid**

- 4.19.1. This RFP may be withdrawn or cancelled by the Nodal Agency at any time without assigning any reasons thereof. In such cases, submitted Bid Security will be returned to all respective bidders. The Nodal Agency further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- 4.19.2. The Nodal Agency reserves 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.
- 4.19.3. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, Nodal Agency 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 Nodal Agency may be a ground for rejecting the Bid(s). Strict adherence to the documents required to be submitted shall be ensured, failure on this account may lead to rejection of Bid.
- 4.19.4. 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.

### **4.20. Zero Deviation**



## **Request for Proposal for SPV Street light and other SPV Systems**

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

### **4.21. Examination of Bid Document**

4.21.1. 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.

4.21.2. 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 System activity and to have satisfied himself as to the adequacy of his Bid. The Bidder shall be deemed to have known the full scope, nature and magnitude of the work and related supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the RFP.

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

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

### **4.22. Progress Report**

4.22.1. Project specific work completion timeline shall be as specified in respective Work Order(s), depending upon type, size and location of Project. Nodal Agency will have the right to depute his/their representatives to ascertain the progress of Agreement at the premises of work of the Contractor.

### **4.23. Project Inspection**

4.23.1. The progress of works will be monitored by Nodal Agency and the Systems will be inspected for quality at any time during or after the Completion of the System either by officer(s) from Nodal Agency or any authorised agency/ experts. Nodal Agency may also depute a technical person(s) from its list of empanelled experts for inspection, third part verification, monitoring of Systems installed to oversee the implementation as required standards and also to visit the facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required.

### **4.24. Force Majeure**

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

4.24.2. 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.

## **Request for Proposal for SPV Street light and other SPV Systems**

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

### **4.25. Validity & Termination of Agreement**

- 4.25.1. The validity of discovered rates shall be One (1 year) from the date of Agreement with the Contractor.
- 4.25.2. Based on mutual agreement between the Nodal Agency and the Contractor, the rates and validity of Agreement can be extended by another One (1) year. Further, Nodal Agency also reserves the right for execution of additional works at similar locations/ sites up to hundred percent (100%) of indicated capacity for any/all Systems as per Table 1.
- 4.25.3. The Nodal Agency may terminate the Agreement and forfeit the Bid Security/PBG as applicable 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 complete the work within the time specified in the Work Order or within the period for which extension has been granted by Nodal Agency to the Contractor;
  - c. If the Contractor fails to furnish or replenish PBG 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.
- 4.25.4. Subject to the provisions of Clauses, if the Contractor is found unable to complete given works within specified time period mentioned in Work Order issued for that Project, Nodal Agency will be free to purchase the balance goods from elsewhere with a notice to the Contractor and carry out the work, but at Contractor's cost and risk. The goods or any part thereof which the Contractor has failed to supply or if not available, the best and nearest available substitute thereof, shall be purchased and work executed by the Nodal Agency. Any loss or damage that the Nodal Agency may sustain due to such failure on the part of the Contractor, recovery of such loss or damage shall be made from any payment payable to the Contractor.
- 4.25.5. In case of termination of the Agreement, the Contractor shall be responsible for fulfilling all obligations required for Comprehensive O&M having attained Completion. In case Contractor did not fulfil the obligations, Nodal Agency shall forfeit PBG of that Project. If additional cost required by Nodal Agency to complete the remaining works, Nodal Agency is authorised to forfeit Bid Security/PBG related to other Projects under this RFP and complete the works through other Contractor or Qualified Bidder.

### **4.26. Applicable Law**

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

## Request for Proposal for SPV Street light and other SPV Systems

### 4.27. Settlement of Dispute

- 4.27.1. 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.
- 4.27.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration conducted under the provisions of the “Madhya Pradesh Madhyastham Adhikari Adhinyam, 1983”. The decision of MP Madhyastha Adhikari Adhinyam shall be final and binding up on the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of MP. No arbitration proceedings will commence unless such notice is given.
- 4.27.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.
- 4.27.4. Cost of arbitration shall be shared between the Contractor and Nodal Agency as per the award of the arbitration.
- 4.27.5. 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.

### 4.28. Language

- 4.28.1. 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.

### 4.29. Other Conditions

- 4.29.1. Successful Bidder has to obtain all the necessary approvals/Consents/Clearances required for design, engineering, supply, installation and testing including Comprehensive O&M of the Systems including connectivity to the licensee’s network. Nodal Agency will extend possible cooperation to Contractor in this regard. However, the Contractor shall be solely responsible for obtaining such approvals/consents/clearances.
- 4.29.2. 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.
- 4.29.3. All the relevant test certifications must be kept valid up to the period of the contract (as applicable).

### 4.30. Amendment

- (i) Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexure at least three days before Bid Submission End Date except in case of amendment/modification required in Bid Submission End Date. Interested and Eligible Bidder(s) are advised to follow and keep track of

## **Request for Proposal for SPV Street light and other SPV Systems**

Nodal Agency website for updated information. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. Nodal Agency shall not be responsible and accountable for any consequences to any party.

### **4.31. Successors and Assigns**

(i) 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.

### **4.32. Severability**

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

### **4.33. Price Preference**

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

### **4.34. 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.

### **4.35. Inspection and Audit by the Nodal Agency**

(i) The Nodal Agency may inspect the progress of work, if so required, at any time.  
(ii) Nodal Agency shall have the right to inspect the goods to confirm their conformity to the technical specifications at the works of Contractor. In addition to this, and in accordance with the directives of MNRE, New Delhi, the Nodal Agency/Authorised representative of Nodal Agency may pick a sample of Project component on random basis and have it tested on the cost of the MPUVNL. Third party inspection of the Projects may be performed by MPUVNL at its own cost. However, in case, any discrepancy is found during third party inspection, then Contractor shall be liable to incur all costs for removing/rectifying the defects identified as a result of such inspection.

### **4.36. Fraud and Corruption**

(i) 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:

- a) Defines, for the purpose of this provision, the terms set forth below as follows:
  - **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - **“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;
  - **“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;

## Request for Proposal for SPV Street light and other SPV Systems

- “**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;
- “**obstructive practice**” is
  - i. 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
  - ii. acts intended to materially impede the exercise of the MPUVNL’s inspection and audit rights.
- 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;
- 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
- Will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the MPUVNL to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the MPUVNL.

### 4.36.2. Debarred From Participation in Nodal Agency’s Tender

(i) 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.

## Request for Proposal for SPV Street light and other SPV Systems

### SECTION II: BID EVALUATION

#### 5. Bid Evaluation

##### 5.1. The evaluation process comprises the following four steps:

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

##### 5.2. Responsive Check of Technical Bid

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

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

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

##### 5.3. Evaluation of Bidder's Fulfilment of Eligibility Criteria

5.3.1. Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in RFP. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria as per provisions of clause 4.8 may cause the Bid to be non-responsive.

##### 5.4. Evaluation of Financial Bid

5.4.1. Upon evaluation of Technical Bid, the Financial Bids of Technically Qualified Bidders for the particular category shall be opened online on MP Tenders portal. Financial Bids of an Eligible Bidder shall be considered for evaluation purpose only against Category(ies)/ types of system for which it is Technically Qualified.

5.4.2. 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".

## Request for Proposal for SPV Street light and other SPV Systems

### 6. Successful Bidder(s) Selection and Work Allocation

#### 6.1. Successful Bidder(s) Selection and Work Allocation

- 6.1.1. For each category, technically qualified bidders shall be ranked from the lowest to the highest based on the Financial Bid submitted by the Bidder. The lowest quoted rate shall be ranked highest (L1 rate), followed by second lowest rate as L2, third lowest rate as L3 and so on.
- 6.1.2. Nodal agency reserves the right to further negotiate the discovered L1 rates with the successful bidder(s).
- 6.1.3. The L1 rate(s) or negotiated rate(s) as per Clause 6.1.2 above shall be discovered rates for the RFP.
- 6.1.4. The works shall be allocated at discovered rates as follows:
  - L1 bidder: 50% of indicative capacity for respective category
  - L2: bidder: 30% of indicative capacity for respective category
  - L3 bidder: 20% of indicative capacity for respective category
- 6.1.5. Nodal Agency reserves the right to accept or reject any or all bids
- 6.1.6. The successful bidders shall be awarded Letter of Award (LoA). Upon issuance of LoA by the Nodal Agency, bidders shall provide acceptance to the LoA in writing within 15 days of issuance.
- 6.1.7. Nodal agency will issue notification regarding empanelment of successful bidders along with the discovered rates for the respective categories.
- 6.1.8. Upon acceptance of LoA, Work order will be issued to the Successful Bidder and Contract Agreement would be signed between the Nodal Agency and the Successful Bidder.
- 6.1.9. Non-acceptance of LoA/non-signing of agreement by a successful bidder shall be considered as refusal of work. In such circumstances, the Bid Security of the bidder for that category shall be forfeited by Nodal Agency.
- 6.1.10. In case of refusal of work by a particular bidder, Nodal Agency at its own discretion or through mutual discussions with the other successful bidders, shall have the right to award/distribute the pending works among the successful bidders.
- 6.1.11. For systems under Category C and D only, in case work orders/executed agreements provided by the bidder are under execution, MPUVNL shall give the work orders for the respective categories (Category C or D) to the selected bidder(s) only after the execution of such works is completed. *(To illustrate, in case bidder submits work order/agreement for Heritage SPV Streetlights which is being carried out for a Government Organization, and the bidder is also selected for Category D under this RFP, then MPUVNL shall give the work order to such bidder only after their works for Heritage SPV Streetlights is completed for the other Government Organization).*
- 6.1.12. **Market Mode** is also being allowed in this RFP, Selected Bidder would have the option to identify consumer (any Government Agency/ Department or Autonomous body within the State) for carrying out the works as per terms and conditions of this RFP. Bidder is required to submit letter as per FORMAT-15: LETTER REQUESTING INSTALLATION OF SYSTEM THROUGH SELECTED VENDOR to the Nodal Agency in this regard.

#### 6.2. Project Capacity Revision/Resizing

- 6.2.1. Within fifteen (15) days from the award of Work Order, the Contractor shall undertake Site Survey to assess actual requirements and feasibility of desired work.
- 6.2.2. Based on the site survey, if there is a change required in the Work Order, Contractor shall submit a "letter of request" for change (if any, with due analysis and justification) to Nodal Agency. The

## Request for Proposal for SPV Street light and other SPV Systems

number of Systems or capacity of Systems may increase or decrease subject to Nodal Agency's approval on analysis submitted by the Contractor.

- 6.2.3. 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 in capacity.

### 6.3. Payment Terms

- 6.3.1. 90% of work order value shall be payable to the Contractor on completion of installation of the required systems as mentioned in the Work Order.
- 6.3.2. Post completion of installation, Contractor shall be required to submit a Performance Bank Guarantee (PBG) of 10% of work order value. The PBG shall be as per FORMAT 5: PERFORMANCE BANK GUARANTEE of the RFP. The PBG shall be valid for a period of 5 years from the date of completion of installation of work(s). Alternatively, the bidder can submit a revolving yearly PBG.
- 6.3.3. Post submission of PBG, the Nodal Agency shall release the Bid Security amount as well as 10% of work order value to the Contractor.
- 6.3.4. Post completion of 5 years of Comprehensive O&M, the PBG shall be returned/released to the Contractor.



## Request for Proposal for SPV Street light and other SPV Systems

### SECTION III: SCOPE OF WORK

#### 7. Details of Works

##### 7.1. Details of Works

- 7.1.1. Designing, engineering, supply, installation and testing of various types of Systems mentioned in Table 1 as per standard design and specifications with insurance, warranty and Comprehensive O&M for period of five (05) years from date of completion of works of installation of the Systems.
- 7.1.2. The work(s) shall adhere to the Technical Specifications mentioned in this RFP.

##### 7.2. The Scope of Work shall also include the following:

- 7.2.1. Detailed planning of time bound smooth execution of Project.
- 7.2.2. Work mentioned in Clause 4.3 would not be a part of the financial bid.
- 7.2.3. Comprehensive O&M of the Project for five (5) year to assure faultless operation, and inventory maintenance.
- 7.2.4. After sales service through service centres
- 7.2.5. Coverage of risk liability of all personnel associated with implementation and realization of the Project
- 7.2.6. 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 Project after Commissioning/Installation of the Project and shall also submit the drawings and designs of the cabling and other components.
- 7.2.7. The Successful Bidder shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the period of warranty period.
- 7.2.8. Comprehensive O&M of the Project at every location, from the date of the installation of Project must be carried out by the Contractor. Comprehensive O&M of the Project shall be for the five (05) years from the date of completion of work(s).
- 7.2.9. Inspection of the existing electrical network of each of the System site.
- 7.2.10. Inspection of the System in respect of its installation/ deployment vis-à-vis interaction with licensee network/ existing electrical load
- 7.2.11. Preparation and submission of electrical drawing for the site with quantity of material required
- 7.2.12. Interfacing of the systems with electrical load(s), discom grid, etc as may be required. The same shall be done at SOR rates of MPPWD/concerned discoms as applicable and shall not form part of financial bid.
- 7.2.13. Obtaining prior approval of the work/drawing etc. as may be required from Inspecting Authority
- 7.2.14. Execution of the work in accordance with the norms and regulation directives for testing and installation of the Systems to the satisfaction of the Nodal Agency
- 7.2.15. Any additional work, which is not covered above but is related and required to be done. These additional works shall have to be carried out as per relevant SOR's, on prior approval of Nodal Agency.

##### 7.3. Insurance

- 7.3.1. The Contractor shall also take insurance for third party liability covering loss of human life, engineers and workmen and also covering the risks of damage, theft to the third party/ material/ equipment/ properties after completion of the work(s). Before commencement of the work, the Contractor will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, Death, Bankruptcy etc., shall be the responsibility of Contractor.

## Request for Proposal for SPV Street light and other SPV Systems

### 7.4. Test Report

- 7.4.1. Bidder should have valid Test Certificate for the tendered Solar LED based Solar Street Lighting System (complete system)/Offgrid Solar Power Pack issued from MNRE authorized testing center or NABL accredited test lab.

### 7.5. Warranty and Guarantees

- 7.5.1. The Bidder shall warrant that the goods supplied under this Agreement are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials as per standards specified in the technical specifications of this RFP. The Contractor shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of five (05) years from the date of completion of work(s).
- 7.5.2. The responsibility of operation of warranty and guarantee clauses and claims/ settlement of issues arising out of said clauses shall be responsibility of the Contractor and Nodal Agency will not be responsible in any way for any claims whatsoever on account of the above.

### 7.6. Type and Quality of Materials and Workmanship

- 7.6.1. The Bidder shall warrant that the goods supplied under this Agreement are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials as per standards specified in the technical specifications of this RFP. The Contractor shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of five (05) years from the date of completion of work(s).
- 7.6.2. The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest/ appropriate IEC/Indian Standards/BIS/BEE standards as detailed in the technical specifications of this RFP or its subsequent amendments. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ electricity regulators/ Nodal Agency shall be used. All the relevant test certifications must be kept valid up to the period of the contract (as applicable).
- 7.6.3. Any supplies which have not been specifically mentioned in this RFP, but which are necessary during construction or Comprehensive O&M period of the Project shall be provided by the Contractor without any extra cost and within the time schedule for efficient and smooth construction and Comprehensive O&M of the Project.
- 7.6.4. Nodal Agency may at its option, replace or rectify such defective materials and / or work and recover the extra cost so involved from the Contractor plus fifteen percent (15%) service charges of the cost of such rectification, from the Contractor and / or terminate the Agreement for balance work/ supplies with enforcement of penalty as per Agreement.

### 7.7. Completion of work(s)

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

## Request for Proposal for SPV Street light and other SPV Systems

### SECTION IV: TECHNICAL SPECIFICATIONS

The proposed Systems are expected to be completed as per the technical specifications given below. These are broader and high-level technical prescriptions. However, the participants are hereby advised to take a note of the relevant standards such as ISO, BIS, BEE or applicable guidelines issued by MNRE or CEA , as available, in respect of minimum technical requirements, quality standards, best practices and specifications, for below mentioned systems and its various components, in addition to technical parameters or specifications mentioned in this RFP and comply accordingly.

#### 1. All in one SPV Street Lighting Systems Specifications (Category A)

| Sr. No. | Description  | Specifications   |
|---------|--------------|--|
| 1       | PV module    | <p>80 W<sub>p</sub>, or 120 W<sub>p</sub> as required</p> <p>PV module should have crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286 from an NABL or IECQ accredited Laboratory</p> <p>Module efficiency should not be less than 14 %.</p>   |
| 2       | Battery      | <p>LiFePo4 battery,<br/>System Voltage: 12.8 V<br/>36 AH capacity for 80 Wp system and 54 AH for 120 Wp system</p>   |
| 3       | Light Source | <p>White Light Emitting Diode (W-LED)</p> <p>30 Watt with 80 W<sub>p</sub> or 45 Watt with 120 W<sub>p</sub> , W-LED luminaire as required, dispersed beam, soothing to eyes with the use of proper optics and diffuser.<br/>LED Chip should be compliance to IES: LM-80 (Approved Method for Measuring Lumen Maintenance of LED Light Sources and LED lumen depreciation time to L70). Test report for same should be submitted.</p>  |
| 4       | Light Output | <p>The luminaire must use high efficacy W-LED with minimum 135 lumens per watt (and UV free). [A certificate to be submitted by the System supplier to the Test Lab during certification]</p> <p><b>For single light level:</b></p> <p>Minimum 24 Lux when measured at a point 4 meters below the light. The illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher light output will be preferred.</p> <p><b>For Multiple Light levels:</b></p> <p>The luminaire should have two levels of light to take care of different lighting needs during the night. Minimum 24 Lux when measured at a point 4 meters below the light (at " High" illumination level). The illumination Should be uniform without dark bands or abrupt variations. Minimum 12 Lux at lower illumination level. (Higher light output will be preferred)</p> <p>The luminaire shall be tested for Electrical, Photometry and Color parameters as per IES LM-79:2008 or IS: 16106:2012 for following performance parameters like:</p> <ol style="list-style-type: none"> <li>1) Total luminous flux (30 W/45 W): ≥ 4500 lm/6000 lm.</li> <li>2) Luminous efficacy (i.e. system efficacy): ≥ 145 lm/W.</li> <li>3) Color Temperature: Between 5500 K to 6500 K.</li> <li>4) CRI ≥ 70</li> <li>5) Luminous intensity distribution should follow the batwing patterns in polar curves.</li> <li>6) Require validation report using .ies file, which is generated during luminous</li> </ol> |

## Request for Proposal for SPV Street light and other SPV Systems

|    |   |   |
|----|---|---|
|    |   | intensity distribution test and using maintenance factor 0.9 and pole height of 4m., Road width 5m and Pole span 15m. The average illuminance level and uniformity should comply with requirement as per IS 1944, wherever applicable<br><br>7) The luminaire should be tested for all type tests as per IS 10322 Part 5 Sect 3 or IEC 60598-2-3 standards. |
| 5  | Pole length   | 6m above ground level   |
| 6  | Electronics Efficiency  | Overall total Efficiency of the Electronics should be Minimum 90%   |
| 7  | Duty Cycle  | Dusk to dawn:<br>First 4 Hours full light (Min. 24 Lux), rest of the time at lower light (50%, Min. 12 Lux) level.<br>(Higher light output will be preferred)   |
| 8  | Autonomy  | 3 days or Minimum 36 operating hours per permissible discharge with fully charged Lithium-Ferro Phosphate Battery.  |
| 9  | Ingress Protection – IP   | Optical and Control gear compartment - IP 65 / IP 66  |
| 10 | Impact resistance of casing                                     | ≥ IK 08   |
| 11 | Radiated Emission Test  | As per CISPR-15   |
| 12 | ESD (Electro Static Discharge) and Radiated susceptibility test | As per IEC 61547  |

### 2. Solar PV High Mast Lights (Category B)

| Sr. No. | Description     | Specifications   | Remarks  |
|---------|-----------------|--|--|
| 1       | Solar PV Module | 900 W <sub>p</sub>   | –  |
| 2       | Battery         | System Voltage: 12.8 V<br>total battery bank capacity of 324 AH  | Lithium Ferro Phosphate Battery confirming to IS 15549/ IEC 61427 / IS 1651 / IS 133369  |
| 3       | LED             | 180 W (6 luminaires)   | White colour (colour temperature 5500-6500 K). Lumen efficacy of LED- min 135 lumens/Watt  |
| 4       | Mast Height     | 9 m above ground   | Polygonal raising and rolling mast shaft in single section suitable for basic wind speed 50m/s complete with head frame luminaires carriage suitable to installed 6 nos. Luminary Solar Panel and Battery on the top of the mast. <b>There should be provision to install the type tested winch inside the mast for raising and lowering the complete Solar Lighting System.</b> |
| 5       | Dimming Profile | 100% for first 4 Hours, 50% for next 6 Hours and 100% for rest 2 Hours   |  |
| 6       | Warranty        | The complete solar mast i.e. Flood lights, Battery & solar PV module should be warranted for a period of 5 years from the date of installation |  |

## Request for Proposal for SPV Street light and other SPV Systems

### 3. Solar Streetlight (vertically integrated SPV panel and Al- diecast body) (Category C)

| Sr. No. | Description            | Specifications                           |
|---------|------------------------|--|
| 1       | Height of pole         | 6 m above ground level                   |
| 2       | Pole dimension         | 160 X 160 MM (minimum)                   |
| 3       | Luminary Wattage       | 45 W circular luminaire                  |
| 4       | MPPT Charge Controller | 92% Efficiency                           |
| 5       | Solar Panel            | Mono Crystalline; 4x100 W <sub>p</sub>   |
| 6       | Battery                | System Voltage: 12.8 V<br>100Ah; LiFePo4 |
| 7       | LEED Fitting           | Aluminium Pressure die casting           |
| 8       | LED Brand              | Osram/ Philips/ equivalent               |
| 9       | Lumen Output           | Minimum 6000 Lumen                       |
| 10      | Color temperature      | Minimum 3000K-4200K-6000K                |
| 11      | Temperature range      | 0' C to 60' C                            |
| 12      | IP Protection          | Minimum IP-65                            |
| 13      | Paint Coating          | Powder Coated                            |
| 14      | Product Life           | Minimum 10-Years                         |
| 15      | Construction material  | Aluminium alloy                          |
| 16      | PIR Sensor             | Automatic on-off dusk to dawn            |

Bidder should have valid Test Reports for Category C as mentioned below:

| S.No | Test Reports           |                               |
|------|------------------------|-------------------------------|
|      | Description            | Specifications                |
| 1.   | Luminaire              | IES 60598-2-3                 |
|      |                        | LM 80                         |
|      |                        | IES LM-79:08                  |
| 2.   | MPPT Charge Controller | IEC 61000-3-2:2018, IEC 61547 |
| 3.   | Solar Panel            | IS 14286, IS 61730-1&2, BIS   |
| 4.   | Battery                | BIS , IS16046:2015-IEC62133   |
| 5.   | Pole                   | Shocks and Vibration          |
|      |                        | Wind Force Test               |

### 4. Heritage High Mast Solar Pole (Category D)

| Sr. No. | Item                                      | Description  |
|---------|---|--|
| 1       | LED fitting                               | Aluminum Die Casting   |
| 2       | Luminaire Wattage                         | 60 W   |
| 3       | Lumen Output                              | >7200 lumen/fixture  |
| 4       | Color Temperature                         | 2500 K/4000 K/6500 K   |
| 5       | Solar Module                              | High efficiency monocrystalline, 400 W <sub>p</sub> (100 W <sub>p</sub> x 4)                                       |
| 6       | Solar Module Efficiency                   | >18%   |
| 7       | Battery                                   | 100 AH Lithium Ferro Phosphate (LiFePo4) battery, 12.8 V   |
| 8       | Back up                                   | 24 hours with dimming  |
| 9       | Solar charge controller type and capacity | MPPT & 12.8 V, 10 Amp  |
| 10      | Dusk to dawn operation                    | Yes  |
| 11      | Protections                               | Over-Charge protection, deep-discharge protection, over current protection, Short circuit protection, Over voltage |

## Request for Proposal for SPV Street light and other SPV Systems

|    |                 |                       |
|----|-----------------|-----------------------|
|    |                 | protection            |
| 12 | Column Height   | 7m above ground level |
| 13 | Column Material | Cast Iron             |
| 14 | Paint           | PU Paint              |

Bidder should have valid Test Reports for Category D as mentioned below:

| S.No | Description            | Test Reports                  |
|------|------------------------|-------------------------------|
|      |                        | Specifications                |
| 1.   | Luminaire              | IES 60598-2-3                 |
|      |                        | LM 80                         |
|      |                        | IES LM-79:08                  |
| 2.   | MPPT Charge Controller | IEC 61000-3-2:2018, IEC 61547 |
| 3.   | Solar Panel            | IS 14286, IS 61730-1&2, BIS   |
| 4.   | Battery                | BIS, IS16046:2015-IEC62133    |
| 5.   | Pole                   | Shocks and Vibration          |
|      |                        | Wind Force Test               |

### 5. Off Grid Power Pack (Category E)

500 W<sub>p</sub>, 12.8 Volt DC system with 7.2 VAh/W, LiFePo battery with MPPT charge controller as per MNRE specification. Also, it shall include 2 DC fans (min.25 Watts), 3 LED bulbs (9 Watts), 3 LED tubelights (20 Watts), internal wiring and mobile charging port.

### 6. Vertical Axis Wind Turbine (SPV Hybrid) Systems (Category F)

Hybrid systems comprising of vertical axis wind turbine and Solar PV panels are required with the following configurations:

- 100% wind – 500 W Vertical Axis Wind Turbine Systems
- 20% wind and 80% solar capacity
- 40% wind and 60% solar capacity

The total indicative capacity under the RFP for both the configurations combined is **100 kW**. Details of technical specifications are given below:

#### (i) Design Criteria in accordance with Standards set by MNRE/BIS

- Vertical savonius wind turbines 500 W, type tested by NIWE
- Solar PV Modules
- Power conditioning Unit with Charge Controller and Inverter
- Battery Bank (LiFePO<sub>4</sub>) – 4.8 VaH per Watt. Battery housing insulated cover with suitable steel frame for battery mounting
- DC and AC distribution boxes

#### (ii) Vertical Axis Wind Turbine

The type of wind turbine shall be small wind vertical axis turbine. A single wind turbine shall be of 500 W capacity. The cover material shall be UV resistant HDPE/PPE, Turbine material should be galvanized G-90 steel and rotor type should be vertical axis. Wind turbine should be type tested by NIWE.

#### (iii) Certification: NISE/NIWE/BIS/IEC/relevant NABL (as applicable)

### 7. Solar Trees (Category G)

## Request for Proposal for SPV Street light and other SPV Systems

| S.No | Description             | Quantity/Capacity | Remarks   |
|------|-------------------------|-------------------|---|
| 1    | Solar PV panel capacity | 1 kW              | As per MNRE   |
| 2    | Inverter                | 1 kVA, 24 V       | As per MNRE   |
| 3    | Battery LiFePO4         | 12.8 V 400 AH     | BIŞ   |
| 4    | LED Lights              | 4 x 20 W          | Standard make   |
| 5    | Connectors and Cables   |                   | As per requirement  |
| 6    | Seating Pedestal        |                   | Solar Tree should have seating pedestal of 0.5 m height for seating capacity of 4 persons |
| 7    | Tree Height             | 4 metres          | MS Powder coated  |
| 8    | Mobile Charging Ports   | 4 nos.            |   |
| 9    | Wifi Enabled            | Yes               |   |

### 8. Solar Water Kiosks (Category H)

| Sl.No. | Particulars  | Specifications  |
|--------|--|---|
| 1      | Storage Tank (5000 Ltr. For Inlet Water)                                       | Food Grade  |
| 2      | Storage Tank (1000 Ltr. For Purified Water Storage)                            | Food Grade  |
| 3      | UV Water Purifier with Candle  | 750 LPH   |
| 4      | Surface motor  | 2 HP  |
| 5      | Solar Panel  | 2 KW  |
| 6      | Solar Panel Structure  | GI  |
| 7      | Controller   | DC to AC  |
| 8      | Water Chiller  | Capacity: 2 ton<br>Compressor: Copland<br>Evaporator: Pipe and tube<br>Chiller Shape: outdoor concept<br>Freezing Capacity: 10 degree<br>Color: white<br>Cooling Air Flow: 500 lph<br>Temperature Range: 30<br>Weight: 60 kg<br>Refrigerant used: water chiller<br>Application: compressor air cooled condenser |
| 9      | Kiosk made of galvanized angle, metal sheet, powder coating, Lock and Key etc. | Structure size 10 Feet X 10 Feet X 12 feet Height   |

## Request for Proposal for SPV Street light and other SPV Systems

### SECTION V: FORMATS FOR SUBMITTING RFP

#### FORMAT 1: COVERING LETTER

*(The covering letter should be on the Letter Head of the Bidder/ Lead Member of Consortium)*

Ref. No.: \_\_\_\_\_

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

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

Tel:

Fax:

Email 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 Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbines (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh.

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 Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbine (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh, 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 RFP including any amendments issued by Nodal Agency have been initialized 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.

#### **Participation details**

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



**Request for Proposal for SPV Street light and other SPV Systems**

| Company/ LLP/<br>Partnership Firm/ Sole<br>– Proprietor or<br>Consortium (Fill as<br>applicable) | Name of the Member s of<br>Consortium (if applicable) | Participation of member of<br>Consortium as Company/LLP/<br>Partnership Firm/ Sole – Proprietor |
|--|---|---|
|  |   |   |

**Bid Security**

Submitted online as per online portal.

**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 all claims in respect of Bid process.

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

**Familiarity with Relevant Indian Laws & Regulations**

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

**Contact Person**

Details of the contact person are furnished as under:

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

We are enclosing herewith the Technical Bid documents containing duly signed formats, each one

## **Request for Proposal for SPV Street light and other SPV Systems**

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 180 days from Bid Deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023

Thanking you,

We remain,

Yours

faithfully,

**Name, Designation and Signature of Authorized Person**

## Request for Proposal for SPV Street light and other SPV Systems

### FORMAT 2: GENERAL PARTICULARS OF THE BIDDER

*(To be submitted for the bidder or each member of the consortium, as applicable)\**

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

---

(Signature of Authorized Signatory)

**With Stamp**

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

**FORMAT 3: SHAREHOLDING CERTIFICATE**

*(To be submitted for the bidder or each member of the consortium, as applicable)*

| <b>Name of the Equity holder</b> | <b>Type and Number of shares owned</b> | <b>% of equity holding</b> | <b>Extent of Voting rights</b> |
|----------------------------------|--|----------------------------|--------------------------------|
|                                  |  |                            |                                |
|                                  |  |                            |                                |
|                                  |  |                            |                                |
|                                  |  |                            |                                |

---

(Signature of Authorized Signatory) With Stamp

---

(Signature of Company Secretary/Director/Chartered Accountant

## Request for Proposal for SPV Street light and other SPV Systems

### FORMAT 4: BANK GUARANTEE FORMAT FOR BID SECURITY

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

Ref.: \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

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

In consideration of the [Insert name of the Bidder] (hereinafter referred to as Bidder) submitting the response to RFP inter alia for selection of the Request for Proposal (RFP) for Standardization of Rates and Selection of Contractors for Installation of Various Models of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbines (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across 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 Bidder] as per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [Insert Name of the Place from the address of 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 [Insert amount] only, on behalf of M/s. [Insert name of the Bidder].

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with this RFP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of 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 (Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until [insert date of Bid Validity in accordance with this RFP]. Only Nodal Agency shall be entitled to revoke this Guarantee till \_\_\_\_\_ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that only the Nodal Agency shall have a right to revoke 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

## Request for Proposal for SPV Street light and other SPV Systems

and notwithstanding any objection by [Insert name of the Bidder] and/or any other person. 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 Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by Nodal Agency or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor hereby undertakes that this bank guarantee once opened, in any circumstances shall not be cancelled without written consent of the MPUVN.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force until *[Date to be inserted on the basis of this RFP]* with an additional claim period of twenty-five (30) days thereafter. 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.

\_\_\_\_\_

Power of Attorney No.

For [Insert Name of the Bank]

Banker's Stamp and Full Address.

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

## Request for Proposal for SPV Street light and other SPV Systems

### FORMAT 5: PERFORMANCE BANK GUARANTEE

*(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 Request for Proposal (RFP) for “Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbine (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh” for capacity in response to 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 executors, administrators, successors and assignees) and selecting the system of the Contractor and issuing Work Order no. \_\_\_\_\_ dated \_\_\_\_\_. to (Insert Name of Successful Bidder) as per terms of RFP and the same having been accepted by (Insert Name of Successful Bidder). As per the terms of the RFP, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at [Insert Name of the Place from the address of the Nodal Agency] forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount 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 arbitrarily 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 herein above, our liability under this Guarantee is restricted to Rupees \_\_ (Rupees

**Request for Proposal for SPV Street light and other SPV Systems**

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



**Request for Proposal for SPV Street light and other SPV Systems**

**FORMAT-6: CHECK LIST FOR PBG**

| <b>S.No.</b> | <b>Details of checks</b>   | <b>YES/NO</b> |
|--------------|--|---------------|
| 1            | Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution  |               |
| 2            | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. |               |
| 3            | Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?   |               |
| 4            | Is each page of BG duly signed 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., /Work Order No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG  |               |
| 7            | Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?   |               |

**Request for Proposal for SPV Street light and other SPV Systems**

**FORMAT - 7: POWER OF ATTORNEY**

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

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 Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbines (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh in response to the RFP No \_\_\_\_\_ Dated: \_\_\_\_\_ issued by Nodal Agency including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Nodal Agency may require us to submit. The aforesaid Attorney is further authorized for making representations to the Madhya Pradesh Urja Vikas Nigam Limited and providing information / responses to Nodal Agency representing us in all matters before Nodal Agency and generally dealing with Nodal Agency in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned in RFP.

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

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

\_\_\_\_\_

Signed by the within named

(Insert the name of the 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

**Request for Proposal for SPV Street light and other SPV Systems**

\_\_\_\_\_

(Signature of the executants)

(Name, designation and address of the executants)

\_\_\_\_\_

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 \_\_\_\_\_

## Request for Proposal for SPV Street light and other SPV Systems

### FORMAT- 8: TECHNICAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidder/Lead Member of Consortium)

To,

Madhya Pradesh Urja Vikas Nigam Limited

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

Bhopal

Sub: Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED) , Off-grid Power Pack , Vertical Axis Wind Turbines, Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh

Dear Sir,

We submit our Bid for which details of Technical Eligibility Criteria Requirements\* are as follows.

| S.No. | System details | Name of the Client | Project Capacity (in NOS) | Work Order Reference number | Whether Project is Commissioned (Yes/No) |
|-------|----------------|--------------------|---------------------------|-----------------------------|--|
|       |                |                    |                           |                             |  |
|       |                |                    |                           |                             |  |
|       |                |                    |                           |                             |  |
|       |                |                    |                           |                             |  |
|       |                |                    |                           |                             |  |

Yours faithfully

\_\_\_\_\_

(Signature and stamp of Authorized Signatory of Bidder/ Lead Member)

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

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

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

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

**Request for Proposal for SPV Street light and other SPV Systems**

**FORMAT-9: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT**

(To be submitted on the letterhead of Bidder/ Lead Member)

To,  
Madhya Pradesh Urja Vikas Nigam Limited

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

Bhopal

Sub: Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh

Dear Sir,

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

Turnover (tick as applicable) of Indian Rupees \_\_\_\_\_ Lakh computed as per instructions provided in this RFP based on unconsolidated audited annual accounts (refer Note below). The relevant financial statement for respective years shall be enclosed, duly signed by authorized signatory.

| Name of the Entity being evaluated | Name of Affiliate in case its financial strength is being used | Financial Year | Financial Criteria   |                     |
|------------------------------------|--|----------------|----------------------|---------------------|
|                                    |  |                | Net Worth (INR Lakh) | Turnover (INR Lakh) |
|                                    |  |                |                      |                     |
|                                    |  |                |                      |                     |
|                                    |  |                |                      |                     |

**Note:**

The bidders shall declare in undertaking (Format-11) the criteria on which they fulfill the financial eligibility as per the provisions of this RFP.

Yours faithfully

\_\_\_\_\_

(Signature and stamp of Authorized Signatory of Bidder)

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

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

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

## Request for Proposal for SPV Street light and other SPV Systems

\_\_\_\_\_

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

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

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

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

**Notes:**

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 51% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

**Request for Proposal for SPV Street light and other SPV Systems**

**FORMAT- 10: CERTIFICATE OF RELATIONSHIP OF AFFILIATE WITH THE BIDDER**

(On the letterhead of the Affiliate)

To,  
Madhya Pradesh Urja Vikas Nigam Ltd

---

Dear Sir,

Sub: Request for Proposal (RFP) for Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbines (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh

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 control of the voting shares 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:

*Note:*

*(Share a table with the details of equity holding and percentage of voting shares between the affiliate and the bidder or vice versa. In case of consortium, the same details shall be shared with respect to each member of the Consortium and their respective affiliate or vice versa)*

Yours Faithfully

---

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

## Request for Proposal for SPV Street light and other SPV Systems

### FORMAT - 11: UNDERTAKING FOR FINANCIAL CAPABILITY

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

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

Full Address: \_\_\_\_\_

Telephone No.: E-mail address: Fax/No.: \_\_\_\_\_

To,

Madhya Pradesh Urja Vikas Nigam Ltd

Dear Sir,

We refer to the RFP No: ..... Dated: \_\_\_\_\_ For Request for Proposal (RFP) for Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbines (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh . We have carefully read and examined in detail the RFP regarding submission of an undertaking, as per the prescribed Format at 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 Net worth / 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 remain in *control of M/s \_\_\_\_\_ (insert name of bidder)/ common control with M/s \_\_\_\_\_ (insert name of bidder)* from the date of bid submission, till the period of 1 year from the date of completion of awarded work(s)/capacity, subject to provisions of clause 4.7.3(xiii) **.(in case of affiliate)**

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



**Request for Proposal for SPV Street light and other SPV Systems**

WITNESS

\_\_\_\_\_

(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_

(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

**Request for Proposal for SPV Street light and other SPV Systems**

**FORMAT 12: AGREEMENT**

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

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

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

That, the “Party No.1” has also agreed to execute work(s) as per scope of work, specifications and all terms and conditions mentioned in RFP No: ..... Dated:.....issued by “Party No.2”, on the rates already accepted / agreed upon as mentioned in the annexed “Financial Bid” sheet, on standardized rates. That, the rates shown in the Financial Bid sheet(s) enclosed are valid up to \_\_\_\_-\_\_\_\_-20\_\_.

That, all terms and conditions, scope of work and specifications mentioned in RFP No:..... 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 all the terms and conditions of the Agreement for five(05) years warranty cum Comprehensive O&M shall form part of this agreement.

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

The agreement will be valid up to \_\_\_\_-\_\_\_\_-20\_\_(*thirteen months from the date of signing of the agreement*). The validity period may be extended further with the Mutual Consent on unchanged Terms & Condition(s), Specification(s) and Rate(s) up to a maximum of one (1) year.

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;

Party No.1

Party No.2

- 1.
- 2.

- 1.
- 2.

## Request for Proposal for SPV Street light and other SPV Systems

### FORMAT-13: CONSORTIUM AGREEMENT

#### Joint Bidding/ Consortium Agreement Format for Participation in "Request for Proposal (RFP)

For

Standardization of Rates and Selection of Contractors

For

for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbine (SPV Hybrid) systems, Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh *(To be stamped in accordance with Stamp Act)*

THIS JOINT BIDDING AGREEMENT is entered into on this [dd] day of [mm] 2020.

AMONGST

{[\_\_\_\_]}, 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

{[\_\_\_\_]}, party on Second Part of consortium} and having its registered office at \_\_\_\_\_ (Hereinafter referred to as the "Second Part" or "Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{[\_\_\_\_]}, party on Third Part of consortium} and having its registered office at \_\_\_\_\_ (Hereinafter referred to as the "Third Part" or "Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the First, Second and Third Part are collectively referred to as the "Parties" and each is individually referred as a "Party"

WHERE AS,

Madhya Pradesh Urja Vikas Nigam Ltd. (here in after referred to as the "MPUVNL" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the "Applications") by its RFP No: ..... Dated: \_\_\_\_\_ for award of the rate contract/ work under for Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED) ,Off-grid Power Pack, Vertical Axis Wind Turbine (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh and selection of bidders for the same.

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

## Request for Proposal for SPV Street light and other SPV Systems

**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 System 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 Standardization of Rates and Selection of Contractors for Installation of various SPV based systems, including Vertical Axis Wind Turbine based Systems as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh.
- 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 or Third 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 and Third 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, Second Part and Third 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 (if anySPV is formed) |
|----------------|---|
| Lead Member    | .....   |
| Member         | .....   |
| Member         | .....   |

#### 3. Termination

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

## Request for Proposal for SPV Street light and other SPV Systems

### 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 :

In Presence of :

Witness -1

Witness -1

Witness -2

Witness -2

## Request for Proposal for SPV Street light and other SPV Systems

### FORMAT-14: POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM

*(to be submitted by each member of the Consortium)*

Whereas Madhya Pradesh Urja Vikas Nigam Ltd. (MPUVNL) has invited applications (the "Applications") by its RFP No: ..... Dated: \_\_\_\_\_ for award of the rate contract/ work under Request for Proposal (RFP) for Standardization of Rates and Selection of Contractors for Installation of Solar PV Street Lights (LED), Off-grid Power Pack, Vertical Axis Wind Turbines (SPV Hybrid), Solar Trees and Solar Water Kiosks as per RFP Specifications with Five Year Comprehensive Maintenance for various locations across Madhya Pradesh (hereinafter called "Project")

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

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

#### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

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

**AND** hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

**Request for Proposal for SPV Street light and other SPV Systems**

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... , 2023

For .....  
(Signature)

.....(Name & Title)

For .....  
(Signature)

.....(Name & Title)

For .....  
(Signature)

(Name & Title)

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

Witnesses:

- 1.
- 2.

(Notarized)  
Accepted  
.....

(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

Instructions:

- (1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium.*

**Request for Proposal for SPV Street light and other SPV Systems**

**FORMAT-15: LETTER REQUESTING INSTALLATION OF SYSTEM THROUGH SELECTED  
VENDOR**

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

Managing Director,  
Madhya Pradesh Urja Vikas Nigam Limited  
(A Government of Madhya Pradesh Enterprise)  
Urja Bhawan, Link Road No. 2,  
Shivaji Nagar, Bhopal – 462016

**Sub:** Letter stating interest for installation of the \_\_\_\_\_ System through M/s\_\_\_\_\_.

Dear Sir,

We are given to understand by M/s \_\_\_\_\_ that they are empanelled vendors with MPUVNL for supply, installation and commissioning as well as 5 years' operation and maintenance of \_\_\_\_\_ systems and the rate for which are standardized for period \_\_\_\_\_ through tender conducted by MPUVNL.

Based on presentation/ information/ demonstration provided by M/s \_\_\_\_\_, we wish to get \_\_\_\_\_ systems of \_\_\_\_\_ nos. installed through MP Urja Vikas Nigam Ltd. as per details provided with this letter. Please provide detailed cost estimates for above systems along with necessary terms and conditions.

It is also stated that no direct communication or consent in this matter has been given to MPUVNL from us prior to issuance of this letter to M/s \_\_\_\_\_

Thanking you,

Yours sincerely,

**Name, Designation and Signature of Authorized Person**



## Request for Proposal for SPV Street light and other SPV Systems

### FORMAT-16: DECLARATION

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

We have carefully and thoroughly read and comprehensively understood the Terms and Conditions of the RFP, its amendments/ corrigenda, pre-bid meeting minutes, PPA and other documents as a part of this RfP (collectively referred as "RfP documents") and unconditionally agree to abide by them and submit the Bid fully compliant with RfP documents without any deviation.

#### **We declare that**

1. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previouswork of MPUVNL.
2. 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.
3. If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

**(Signature of Authorized Signatory)**  
**(Name & Designation in block letters)**

**Request for Proposal for SPV Street light and other SPV Systems**

**FORMAT-17: VERIFICATION REPORT FOR WORK COMPLETION**

F/UVN/

Dated:

**To,**

Name of Vendor,  
Address of Vendor

**Sub:** Verification report for work completion

**Ref:** (i) RFP No. \_\_\_\_\_ dated \_\_\_\_\_  
(ii) Work Order no. \_\_\_\_\_ dated \_\_\_\_\_

With reference to the inspection carried out for the works awarded to the vendor/contractor \_\_\_\_\_ (Name of Vendor/Contractor) under the RFP and Work order mentioned above, it is hereby certified that the vendor/contractor has successfully executed the works as mentioned in the following table.

| S.No | Category of System | No of systems installed | Location of Installation | Remarks (if any) |
|------|--------------------|-------------------------|--------------------------|------------------|
| 1.   |                    |                         |                          |                  |
| 2.   |                    |                         |                          |                  |
| 3.   |                    |                         |                          |                  |
| 4.   |                    |                         |                          |                  |

(Signature of Inspecting Officer/Authorized Signatory)  
(Name & Designation in block letters)

## Request for Proposal for SPV Street light and other SPV Systems

### SECTION VI – FINANCIAL BID FORMATS

#### FINANCIAL BID – Category A

(To be submitted online only with due encryption)

| Category     | Particulars of System  | Financial Bid (INR per Unit) including GST |
|--------------|--|--|
| A1           | All in one SPV street lighting systems with 80 Wp module, LED luminaire of 30 W with 45 AH battery capacity as per specifications with 6m pole AGL |  |
| A2           | All in one SPV street lighting systems with 120 Wp module, LED luminaire of 45W with 50 AH battery as per specifications with 6m pole AGL          |  |
| <b>Total</b> |  |  |

**Note:**

Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and any applicable taxes/duties including GST. The financial quote shall exclude cost of additional electrical and civil works (if any) mentioned in clause 4.3 of the RFP.

## Request for Proposal for SPV Street light and other SPV Systems

### FINANCIAL BID – Category B

(To be submitted online only with due encryption)

| Category     | Particulars of System  | Financial Bid (INR per Unit) including GST |
|--------------|--|--|
| <b>B</b>     | <b>High Mast SPV Street Lighting Systems</b><br>900 Wp (aggregate SPV module capacity), LED luminaire of 180 W (6 luminaires), and LiFePo4 battery with battery bank capacity shall consist of batteries totaling to 324 AH at 12.8 V with 9m pole (AGL) as per RFP specifications |  |
| <b>Total</b> |  |  |

**Note:**

Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and any applicable taxes/duties including GST. The financial quote shall exclude cost of additional electrical and civil works (if any) mentioned in clause 4.3 of the RFP.

## Request for Proposal for SPV Street light and other SPV Systems

### FINANCIAL BID – Category C

(To be submitted online only with due encryption)

| Category | Particulars of System   | Financial Bid (INR per Unit) including GST |
|----------|---|--|
| C        | Aluminum diecast body SPV based LED street lighting systems as per RFP specifications |  |

**Note:**

Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and any applicable taxes/duties including GST. The financial quote shall exclude cost of additional electrical and civil works (if any) mentioned in clause 4.3 of the RFP.

## Request for Proposal for SPV Street light and other SPV Systems

### FINANCIAL BID – Category D

(To be submitted online only with due encryption)

| Category | Particulars of System   | Financial Bid (INR per Unit) including GST |
|----------|---|--|
| D        | <b>Heritage High Mast Pole SPV Streetlighting Systems</b><br>400 Wp (100 Wp x 4) SPV modules, 60 W(15 W x 4) LED luminaires with 7m (AGL) heritage high mast solar pole. 100 AH LiFePo4 battery/battery bank with 12.8 V system voltage |  |

**Note:**

Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and any applicable taxes/duties including GST. The financial quote shall exclude cost of additional electrical and civil works (if any) mentioned in clause 4.3 of the RFP.

## Request for Proposal for SPV Street light and other SPV Systems

### FINANCIAL BID – Category E

(To be submitted online only with due encryption)

| Category | Particulars of System  | Financial Bid (INR per Unit)<br>including GST |
|----------|--|---|
| E        | Off-grid Solar Power Packs (as per RFP technical specifications) |   |

**Note:**

Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and any applicable taxes/duties including GST. The financial quote shall exclude cost of additional electrical and civil works (if any) mentioned in clause 4.3 of the RFP.

## Request for Proposal for SPV Street light and other SPV Systems

### FINANCIAL BID – Category F

(To be submitted online only with due encryption)

| Category | Particulars of System   | Financial Bid (INR per kW) including GST |
|----------|---|--|
| F1       | Vertical Axis Wind Turbine (100% wind)                                |  |
| F2       | Vertical Axis Wind Turbine (SPV Hybrid) for 20% wind and 80% Solar PV |  |
| F3       | Vertical Axis Wind Turbine (SPV Hybrid) for 40% wind and 60% Solar PV |  |

**Note:**

Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and any applicable taxes/duties including GST. The financial quote shall exclude cost of additional electrical and civil works (if any) mentioned in clause 4.3 of the RFP.



## Request for Proposal for SPV Street light and other SPV Systems

### FINANCIAL BID – Category G

(To be submitted online only with due encryption)

| Category     | Particulars of System               | Financial Bid (INR per Unit) including GST |
|--------------|-------------------------------------|--|
| G            | Solar Tree as per RFP Specification |  |
| <b>Total</b> |                                     |  |

**Note:**

Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and any applicable taxes/duties including GST. The financial quote shall exclude cost of additional electrical and civil works (if any) mentioned in clause 4.3 of the RFP.

## Request for Proposal for SPV Street light and other SPV Systems

### FINANCIAL BID – Category H

(To be submitted online only with due encryption)

| Category     | Particulars of System                      | Financial Bid (INR per Unit) including GST |
|--------------|--|--|
| H            | Solar Water Kiosk as per RFP Specification |  |
| <b>Total</b> |  |  |

**Note:**

Rates quoted must be Firm and Fixed for Design, Engineering, Supply, Installation and five (05) years Warranty cum Comprehensive O&M all-inclusive of Site Visits, Packaging, Forwarding, Loading-Unloading, Transportation, Spare-parts, Insurance and any applicable taxes/duties including GST. The financial quote shall exclude cost of additional electrical and civil works (if any) mentioned in clause 4.3 of the RFP.