



Madhya Pradesh Urja

Vikas Nigam Limited

Invites

Short Term

Request for Proposal (RFP)

For

**Design, Engineering, Supply, Installation, Testing and Commissioning
Including 5 Years of Operation & Maintenance of 29 kWp Lithium Battery
Powered Off-Grid Solar Photovoltaic Power Plant and LED Street
Lights at proposed locations at Orchha, District Niwari of Madhya
Pradesh**

RFP No: MPUVN/RFP/SPVPP/2019-20/2538/ Dated 09.01.2020

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

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Telephone No.: +91-755-2553595, 2556566, 2767270; Fax No: 91-755-2553122
website: <http://www.mprenewable.nic.in>, Email: se.mpuvn1982@gmail.com

RFP No: MPUVN/RFP/SPVPP/2019-20/2538

Dated: 09-01-2020

Madhya Pradesh Urja Vikas Nigam Limited, invites Bids from the eligible Bidder to participate through this Request for Proposal (RFP) Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of Madhya Pradesh.

For the implementation of above mentioned work, Bidder should submit their bid proposal along with non-refundable Bid Processing Fee and all requisite documents complete in all respects on or before 27/01/2020 up to 04.00 PM in the office of “Nodal Agency” in prescribed format. Bid proposals received without the prescribed Bid Processing Fee and Bid Security will be rejected. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein. Technical Bid will be opened on 28/01/2020 at 12:00 Noon in the presence of authorized representatives of Bidder who wish to be present.

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

DISCLAIMER

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

A. BID INFORMATION SHEET

Document Description	Request for Proposal (RFP) for Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations of Orchha, District Niwari of Madhya Pradesh.
RFP No. & Date	RFP No: MPUVN/RFP/SPVPP/2019-20/2538 Dated: 09/01/2020
Online Bid Submission Start Date	10/01/2020 at 05:00 PM
Online Bid Submission End Date	23/01/2020 at 06:00 PM
Broad Scope	Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of Madhya Pradesh on Turnkey basis as per the Scope of Work.
Last date & Time of Submission of Technical bid (HARD copies)	27/01/2020 up to 4:00 PM
Bid Opening (Technical)	28/01/2020 at 12:00 Noon
Bid Opening (Financial)	28/01/2020 at 03:00 PM (For any modification in Date, time and venue for Financial bid opening shall be updated on our website. Bidders are advised to keep tracking of the same).
Estimated Value of Contract	The estimated cost of supply, installation, commissioning of 29 kW off grid solar power plant and LED street light along with 5 years of comprehensive maintenance of the system is Rs. 43,50,000/-
Project completion timelines	Contractor would be expected to complete Projects within 30 days of work order. However, Project specific timelines shall be defined in respective work order.
Bid Processing Fee (non-refundable)	Bidder shall pay Bid Processing Fee of Rupees 10,000/- (Rupees Ten Thousand only) through Demand Draft (DD) drawn in favour of “Madhya Pradesh Urja Vikas Nigam Limited”, payable at Bhopal along with the Bid. By paying this fee, a Bidder shall be eligible to Bid for one or more Categories of Projects under this RFP. Additionally, Bidder shall pay E-tendering fees of requisite amount to the hosting agency.

Supply, Installation, Commissioning of Off-Grid SPVPP with LED Street Light

	No exemption towards processing fees or E-tendering fees is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs.
Bid Security	<p>Interested Bidder shall furnish Bid Security of Rs. 1,30,500/- in the form of cross Demand Draft drawn in favour of “M.P. Urja Vikas Nigam Ltd. Bhopal” payable at Bhopal from a nationalized/ scheduled bank, or FDR in favour of M.P. Urja Vikas Nigam Ltd., Bhopal through A/C of bidder or bank guarantee as per prescribed FORMAT-4</p> <p>No exemption towards Bid Security is allowed to any type of organizations/ agencies including MSMEs or any Govt./ semi Govt./ PSUs</p>
Performance Bank Guarantee (“PBG”)	<p>Contractor shall furnish Performance Bank Guarantee (“PBG”) of 20% of Work Order value in the form and manner prescribed in this RFP.</p> <p>Further description for the same has been given in the RFP document.</p>
Update on this RfP	Bidders are advised to keep tracking of changes/ updates/ corrigendum regarding this RfP on http://www.mprenewable.nic.in OR http://www.mptenders.gov.in
Address for Bid submission/ correspondence	Mr. Shrikant Deshmukh Superintending Engineer, Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016

B. DEFINITIONS & ABBREVIATIONS

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

1. **“Addendum or Addenda”** means addendum or addenda of the RfP
2. **“Affiliate”** shall mean a Company / Limited Liability Partnership (LLP) Firm/ Partnership Firm/ Sole Proprietor that directly or indirectly
 - i. controls, or
 - ii. is controlled by, or
 - iii. is under common control witha Bidder or member of a consortium. Any bank or financial institution shall not be considered as Affiliate.
3. **“Agreement”** shall mean the terms and condition agreed and signed between Contractor and Nodal Agency;
4. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
5. **“Bid”** shall mean the Technical and Financial proposal submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RFP, in accordance with the terms and conditions hereof;
6. **“Bidder(s)”** shall mean bidding Company/Limited Liability Partnership (LLP) firm/ Partnership Firm/ Sole Proprietor submitting the Bid. Any reference to the Bidder includes its successors, executors and permitted assigns as the context may require;
7. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet;
8. **“Bid Security”** shall mean Bid Security of desired value in the form of DD/FDR, in favour of MPUVNL, to be submitted along with the Bid by the Bidder;
9. **Capacity Utilisation Factor (CUF)** in a year shall mean the ratio of the total generation from the Solar PV System in a year versus installed Project capacity x 365 x 24.
 $(CUF = \text{Total Project Generation in kWh} / (\text{installed Project capacity in kW} \times 24 \times 365));$
However, for demonstration of successful completion, CUF shall mean the ratio of the output of the SPV Power Plant in a day versus installed Project capacity x 1 x 24, adjusted to seasonality as per provisions of 4.14.1.
10. **“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;
11. **“Competent Authority”** shall mean Managing Director of MPUVNL, himself and/or a person or group of persons nominated by him for the mentioned purpose herein;

12. **“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 in respect of operation of the Project have been completed.
13. **“Commissioning”** shall mean successful operation of the Project by the Contractor as specified in the Technical Specifications for the purpose of trial operation as per Clause 4.14
14. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
15. **“Comprehensive O&M”** shall mean warranty of the equipment and other electrical accessories provided by the Contractor, insurance and spare parts for operation & maintenance of the system from the date of Completion;
16. **“Contract”** shall mean Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations of Orchha, District Niwari of Madhya Pradesh.
17. **“Contractor”** shall mean the Successful Bidder or Project Company who has accepted the terms and condition of RFP and accepted the Work Order with the defined time period.
18. **“Eligible Bidder(s)”** shall mean the Bidder who, after evaluation of their Technical Bid as per Eligibility Criteria, stand qualified for opening and evaluation of their Financial Bid;
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. **“IEC”** shall mean specifications of International Electrotechnical Commission;
22. **“Inspecting Authority”** shall mean the authority designated by the competent authority for the said purpose;
23. **“kWp”** shall mean KiloWatt Peak;
24. **“Liquidate Damages”** shall mean a predetermined amount of money that must be paid as damages for failure to perform within the timelines as mentioned in this RFP.
25. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
26. **“Nodal Agency”** shall mean the Madhya Pradesh Urja Vikas Nigam Limited, (MPUVNL)Bhopal;
27. **“Project”** shall mean Lithium Battery powered Off-Grid Solar PV Project(s) with LED Street Lighting System and all other accessories which are associated with it.
28. **“Prudent Utility Practices”** shall mean the practices, methods and standards that are

generally accepted nationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of power generation equipment of the type specified in this RFP, as per requirements of Indian Law.

29. "**RFP**" shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it;
30. "**Statutory Auditor**" shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or Companies Act, 2013 or under the provisions of any other applicable governing law;
31. "**Successful Bidder(s)**" shall mean the Qualified Bidder(s) selected by MPUVNL pursuant to this RFP for implementation of Project as per the terms and condition of the RFP Documents, and to whom Work Order has been issued;

C. INTERPRETATIONS:

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

SECTION-I

INSTRUCTIONS TO THE BIDDER

1. INTRODUCTION:

- 1.1. Request for Proposal for Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of Madhya Pradesh.
- 1.2. The Bidder is advised to read carefully all instructions and conditions of this RFP and understand the scope of work fully. All information and documents required as per the RFP must be furnished with bid. MPUVNL reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). All bidder qualifying technical stage shall be treated at par. Financial Bid of Bidder qualifying at technical stage only shall be opened.
- 1.3. Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the bid price and to have satisfied himself of the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works Successful Bidder shall have to complete in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP.

2. BID DETAILS:

2.1 Provisions related to additional electrical and civil works

- 2.1.1 The Rates for supply of additional electrical cable over and above the length of 10 meters per pole as mentioned in the RfP required for interconnection of street lights with solar power plant, or any other related work as per site requirement shall be decided on the basis of **at par** rates of Schedule Of Rates (SOR), for Electrical works, Public Works Department (PWD), Bhopal, Govt. of M.P. in force from 1st August 2014 issued by Project Director, M.P.P.W.D Bhopal, which shall be the part of this RFP.
- 2.1.2 The rates of Civil work, or any other related work as per site requirement, shall be as per **at par** the rates of Schedule Of Rates (SOR) for building works, Public Works Department, (PWD), Bhopal, Govt. of M.P., in force from 1st August 2014 issued By Project Director; this SOR shall be the part of this RFP.
- 2.1.3 All amendments made in the above said SOR of MPPWD shall also be a part of this RFP and shall be considered for execution of all necessary additional works for completion of the projects awarded.

2.1.4 Key Dates:

Sr. No	MPUVN Stage	Date	Time (Hrs)
1	Purchase of RFP Start	10/01/2020	1700
2	Online Bid Submission Start Date	10/01/2020	1800
3	Online Bid Submission End Date	23/01/2020	1800
4	Mandatory Submission Hard Copy of Bid (except financial bid)	27/01/2020	1600
5	Technical Bid & Bid Security Opening Date	28/01/2020	1200
6	Financial Bid Opening Date	28/01/2020	1500

3. INSTRUCTIONS TO THE BIDDER:

3.1 Bidder must meet Eligibility Criteria as mentioned in clause 4 of this RfP.

- a) For participation in e-tendering module, it is mandatory for Bidders to enroll on the e-Procurement module of the MP Tenders Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link “**Online bidder Enrollment**” on the MP TENDERS Portal. Cost of Enrollment and renewal is depended on the Government Order (GO) prevailing at that period of time.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP Tenders Portal.
- d) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate (Class III Certificates with signing key usage)** issued by any Certifying Authority recognized by CCA India (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 <https://mptenders.gov.in/> . Please note that it may take up to

3 to 5 working Days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.

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

3.2 The Bidders shall have to submit their financial bid and other required relevant documents/ certificates, if any, online only (duly encrypted bids) as per time schedule (Key dates) as mentioned in Clause 2.1.4. Technical bid containing original (downloaded) RFP, relevant document/ certificates etc. duly sealed and signed and Bid Security should reach to the office undersigned by the Key Dates.

4. ELIGIBILITY CRITERIA:

4.1.1. GENERAL:

- a. The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership Firm (LLPF) registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLPF/ Sole Proprietor registration, as applicable and relevant, shall be enclosed with Format 2.
- b. Bidder having been blacklisted by MPUVNL or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.
- c. Bidder shall be ineligible for participation in this RFP in following cases:
 - i. If it has not performed satisfactorily for MPUVNL, leading to cancellation of

Work Order(s) of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) years.

- ii. If it is involved in litigation or arbitration with MPUVNL arising out of work completed or under execution by it, of value more than or equal to twenty five percent (25%) of cumulative value of Work Order(s) awarded in last five (5) years.

4.1.2. TECHNICAL ELIGIBILITY CRITERIA:

- a. Bidder must have experience in design, engineering, supply, installation, testing and commissioning including Comprehensive O&M of off-grid or grid tied SPV projects of an aggregate capacity of at least 100 kWp capacity during last 3 years;
- b. All the projects shown to meet eligibility criteria should have been commissioned prior to Technical Bid opening date. The list of projects commissioned prior to Technical Bid opening date along with a copy of the commissioning certificate and work order/contract/agreement from the Client/Owner/SNA shall be submitted.
- c. The Contractor shall be required to produce detailed inverter and energy Generation Meter specifications and drawing supported with requisite test reports of the system components.

4.1.3. FINANCIAL ELIGIBILITY CRITERIA:

Bidder should have average turnover of 50 Lakhs in last three (3) years (FY 2016-17, 2017-18 & 2018-19), supported with audited financial statements of above mentioned year duly certified by Chartered Accountant/ Statutory Auditor (as applicable) For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. If the Company has been in the existence for a shorter period, the mentioned turnover should be there for two or one year(s) of existence.

Bidder shall furnish documentary evidence as per the FORMAT 9: 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”.

Participants shall have to give a declaration to the effect that they fulfill the terms and conditions of eligibility ([FORMAT-11](#)). If the declaration to above effect is found to be false, the eligibility would be considered null and void.

4.2. CHECK-LIST:

- 4.2.1. To ensure that the online and hard copy submission of RFP is complete in all respects, check-lists for Envelope- I and Envelope- II are required to be duly tick marked/filled for the enclosures which are attached with the RFP document. The main envelope should only contain Envelope-I and Envelop-II in sealed condition. The requisite documents required are indicated in the check-lists. It is essential for the participant to

submit check-lists duly sealed and signed with its corresponding envelope. However, this Check-List is indicative and Bidder shall be responsible for meeting all information requirement as per provisions of this RFP.

4.3. BID SUBMISSION BY THE BIDDER:

- 4.3.1. The information and/or documents shall be submitted by the Bidder as per the formats specified in this document.
- 4.3.2. Bid(s) that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not adhere to formats prescribed herein, wherever specified, may be considered non-responsive. However, MPUVNL reserves the right to seek additional information/clarifications from the Bidders, if found necessary, during evaluation / processing of the Bid(s). Non-submission or delayed submission of such additional information or clarifications sought by MPUVNL may be a ground for rejecting the Bid(s). Each format must be duly signed and stamped by the authorized signatory of the Bidder. Strict adherence to the documents required to be submitted in Envelope – I, as per clause 4.5.1 shall be ensured, failure on this account may lead to rejection of Bid.
- 4.3.3. The Bidder shall furnish documentary evidence in support of meeting eligibility criteria as indicated in this RFP to the satisfaction of Nodal Agency and shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged annual accounts, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be.

4.4. CLARIFICATIONS:

- 4.4.1. The Bidder may seek clarifications or suggest amendments to RFP in writing, should reach through a letter or by e-mail to Nodal Agency on or before 17/01/2020.
- 4.4.2. Nodal Agency is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

4.5. BID DOCUMENTS:

- 4.5.1. **BID FORMATS:** The Bid in response to this RFP shall be submitted by the Bidder in the manner provided in the RFP. The Bid shall comprise of the following:
 - a. **ENVELOPE- I (COVERING LETTER, BID PROCESSING FEE AND BID SECURITY):** The following documents are to be submitted in physical (hard copy):
 - i. Covering Letter as per prescribed format (Format-1).
 - ii. Bid Processing Fee
 - iii. Bid Security of required value as mentioned in Clause 4.11
 - b. **ENVELOPE- II TECHNICAL DOCUMENTS:** The following documents are to be submitted in physical (hard copy):

- i. Original power of attorney (on the stamp value of Rs.1000/-, as per Format-7) 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).
- ii. General particulars of Bidder as per Format 2 of this RFP, including Certificate of Incorporation of Bidder/ Affiliate as applicable.
- iii. Bidder's composition and ownership structure as per prescribed Format-3 as shareholding certificate certified by Director/practicing Chartered Accountant/Company Secretary and authorised signatory of the Bidder (as applicable).
- iv. Format 8 & 9 for meeting Eligibility Requirements along with all supporting documents.
- v. Format 11 on Declaration for submission of Bid.
- vi. Signed and stamped Copy of RFP including amendments & clarifications by authorised signatory of Company on each page.

4.6. METHOD OF BID SUBMISSION

- a. Bidders are required to submit technical bid, along with all relevant documents as detailed in Clause 4.5 above, in respective envelopes sealed under a single cover envelope. They shall be submitted in physical form on or before the Bid Deadline:-
 - i. Envelope-I (Covering letter, Bid Processing fee and Bid Security)
 - ii. Envelope-II (Technical/Financial eligibility documents)
 - b. Additionally, the Bidders shall be required to submit scanned copies of following documents online:
 - (i) Bid Security;
 - (ii) Bid Processing Fee;
 - c. Price Bid shall be submitted as per FORMAT-12 of this RfP **through online mode** only with due encryption.
- 4.6.1. The Bidder has the option of sending technical bid (Envelope I & Envelop II) either by registered post or speed post or by hand delivery, so as to reach Nodal Agency by the Bid Deadline. Nodal Agency shall not be responsible for any delay in receipt of the technical bid (Envelope I & Envelop II). It should be noted that except online Financial Bid, no other envelope/ document shall contain any information/document relating to Financial Bid. Nodal Agency shall not be responsible for premature opening of the Financial Bid in case of non-compliance of above.

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

4.7. BID DEADLINE:

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

4.8. VALIDITY OF BID:

The bid shall remain valid for a period of Thirty (30) 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 the Work Order, Nodal Agency shall forfeit the Bid Security furnished by the Bidder.

4.9. COST OF BIDDING:

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

4.10. PROJECT COMPLETION TIMELINE

4.10.1. The time for completion of Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Lighting system at proposed locations of Orchha, District Niwari of Madhya Pradesh under this RFP shall be thirty (30) days from the date of award of Work Order.

4.10.2. Project should get completed before the start of Orchha Mahotsav which is likely to get inaugurated in first week of March'2020. Hence, Contractor are required to deploy their teams effectively to ensure timely completion of work.

4.11. BID SECURITY:

4.11.1. Bids must be accompanied by a bid security of Rs. 1,30,500/- (Rupees one lakh thirty thousand five hundred only)

4.11.2. The Bid Security shall be from a nationalized/ scheduled bank in the form of Crossed Demand Draft drawn in favour of "M.P. Urja Vikas Nigam Ltd. Bhopal" payable at Bhopal,

OR

FDR in favour of M.P. Urja Vikas Nigam Ltd., Bhopal through account of bidder

OR

Bank Guarantee as per prescribed FORMAT-4.

4.11.3. Desired Bid Security shall be furnished by every Bidder including MSMEs or any Govt./ semi Govt./ PSU organizations/ agencies. The initial validity of Bid Security shall be for a period of one hundred eighty (180) Days from the Bid Deadline, which shall be extended by the Bidder on the advice of Nodal Agency, if required, at any time either before bid process is concluded.

4.11.4. Bid Security shall be returned to all other Bidders except Successful Bidder, after signing of Agreement between Nodal Agency and Successful Bidder. Bid Security of the Successful Bidder shall be returned when PBG of the needful value as per Clause 4.12 is received by the Nodal Agency.

4.11.5. The Bid Security shall be denominated in Indian Rupees and shall:

- a. Bid Security should be confirmed for payment to MPUVNL by respective banks.
- b. Bid Security shall be submitted in its original form and copies will not be accepted

4.11.6. The Bid Security shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Nodal Agency under following circumstances:

- a. If a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RFP document.
- b. If the Successful Bidder fails to unconditionally accept the Agreement letter/ Work Order within seven (07) days from the date of its issue.

4.12. PERFORMANCE BANK GUARANTEE (PBG)

4.12.1. The Contractor shall furnish PBG of 20% of the Work Order value as per the Format-5 of this RFP within seven (7) days from the date of issuance of Work Order. Failure to submit PBG, as above, without sufficient justification acceptable to the Nodal Agency, shall be considered as refusal to execute the work mentioned in Work Order and RFP.

4.12.2. Submitted PBG shall be valid till five (05) years from the date as mentioned in the Work Order with a further claim period of six (6) months or required to be extended as deemed necessary.

4.13. LIQUIDATED DAMAGES:

4.13.1. In case of natural calamity or any reason beyond the control of Contractor or unavoidable circumstances, the work is not completed within the given timeframe,

MPUVNL may consider grant of extension after having found satisfactory the reasons submitted by contractor. Delay in supply of Inverter and generation meter by the related vendors, to whom the Bidder has placed order, shall not be considered as a reason for extension.

- a) In case, project is not completed as per Clause 4.10 of the RfP or the date of Completion as mentioned in Work Order or extended date of Completion, the Work Order for the Project shall stand cancelled and PBG shall be forfeited. MPUVNL shall not be liable to make any payment for such cancelled Work Order.

4.14. PERFORMANCE MONITORING MECHANISM

4.14.1. The Contractor shall have to submit the output of data-logger for the period of 72 hours at the time of Commissioning. CUF for such Projects may be computed on the basis of data retrieved from the data logger of PCU.

4.15. OPERATION AND MAINTENANCE:

4.15.1. The performance of the Inverter and generation meter, Supplied, with additional accessories shall be under Warranty by the Contractor for a period of five (5) years from the date of Completion.

4.15.2. During the course of aforesaid five (5) years mandatory maintenance period, the Contractor will service and maintain the system. The Contractor will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at his own cost. It is advisable for the participant to ensure proper arrangements to maintain the requisite performance expectations.

4.16. CONTRACTOR'S DEFECT LIABILITY:

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

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

4.16.3. 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 by the Contractor during operation and maintenance of the system.

4.17. OPENING OF BID:

4.17.1. Technical bid (Envelope I and Envelope II) of the Bidder shall be opened at the time mentioned in Key Dates at the venue indicated in this RFP, in the presence of one representative from each of the Bidder who wish to be present.

4.17.2. Name of the Bidder, Bid Security shall be read out to all the Bidder at the time of opening of Envelope-I.

4.18. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:

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

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

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

4.18.4. 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.

4.19. ZERO DEVIATION:

4.19.1. 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.

4.20. EXAMINATION OF BID DOCUMENT:

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

4.20.2. The Bidder shall be deemed to have examined the RFP and Work Order, to have obtained information on all matters whatsoever that might affect the execution of the

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

4.20.3. 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).

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

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

4.21. TAXES AND DUTIES:

4.21.1. The Financial Bid submitted by Bidder should include all the applicable taxes. The escalation on account of any charge in taxation or other shall not be allowed.

4.21.2. Bidder shall quote separately for per kW rate for Design, Engineering, Supply, Installation, Testing and Commissioning of Lithium Ferro Phosphate Battery based Off-Grid Solar Photovoltaic Power Plant and per unit rate for Supply, Installation, Testing and Commissioning of LED Street Light along with 5 years of comprehensive Maintenance of the complete Project. However, Total Turnkey price of the Project quoted shall be considered for evaluation of the Financial Bid. Further, to evaluate and ascertain impact of any change in taxation laws in future, the rates applicable for each component on the Bid Deadline shall be considered.

4.22. FORCE MAJEURE:

4.22.1. 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.

4.22.2. 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.

4.22.3. 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.

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

4.23. VALIDITY & TERMINATION OF AGREEMENT:

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

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

- a. At any instance, if it is discovered that the Contractor has used sub-standard material/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, subject to the provisions of Clause 4.13;
- c. If the Contractor fails to furnish or replenish PBG within specified time as per provisions of this RFP, if any;
- d. If in the opinion of Nodal Agency, the Contractor fails to comply with any of the provisions of this Agreement.

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

4.24. APPLICABLE LAW:

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

4.25. SETTLEMENT OF DISPUTE:

- 4.25.1. 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.
- 4.25.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration conducted under the provisions of the “Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983”. The decision of MP Madhyastha Adhikaran Adhiniyam shall be final and binding up on the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All the dispute will be settled in the High Court of MP. No arbitration proceedings will commence unless such notice is given.
- 4.25.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.
- 4.25.4. Cost of arbitration shall be shared between the Contractor and Nodal Agency as per the award of the arbitration.

4.26. LANGUAGE:

- 4.26.1. 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.

4.27. OTHER CONDITIONS:

- 4.27.1. 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.
- 4.27.2. All the relevant test certifications must be kept valid up to the period of the contract (as applicable).

4.27.3. AMENDMENT:

- a. Nodal Agency reserves the right to modify, amend or supplement RFP documents including all formats and annexures at any time. Interested and eligible Bidder are advised to follow and keep track of Nodal Agency web-site 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.

4.27.4. SUCCESSORS AND ASSIGNS:

- a. 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.

4.27.5. SEVERABILITY:

- a. 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.

4.27.6. PRICE PREFERENCE:

- a. 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.

4.27.7. INSPECTION AND AUDIT BY THE NODAL AGENCY:

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

4.27.8. FRAUD AND CORRUPTION

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

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

- (i) **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) **“obstructive practice”** is

aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a MPUVNL’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

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

II. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

III. will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

IV. will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the MPUVNL to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the MPUVNL.

4.27.9. DEBARRED FROM PARTICIPATING IN NODAL AGENCY’S TENDER

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

SECTION-II
BID EVALUATION

5. BID EVALUATION:

5.1. The evaluation process comprises the following four steps:

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

5.2. RESPONSIVENESS CHECK OF TECHNICAL BID:

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

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

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

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

5.3.1. Evaluation of Bidder's Eligibility will be carried out based on the information

furnished by the Bidder as per the prescribed formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in RFP. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria as detailed out in Clause 4 along with provisions of Clause 4.3.2 may cause the Bid to be non-responsive.

5.4. EVALUATION OF FINANCIAL BID:

5.4.1. Financial Bid of the Eligible Bidder shall be opened online in presence of the representatives of such Eligible Bidder, who wish to be present, on date as may be intimated by Nodal Agency to the Bidder through Nodal Agency's website or E-mail. The evaluation of 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".

6. SUCCESSFUL BIDDER(S) SELECTION:

- 6.1. Bid qualifying in as per Eligibility Criteria shall only be evaluated in this stage.
- 6.2. All Bidder qualifying Eligibility Criteria shall be placed as equal. Technical qualification is must for a Bidder to become eligible for assessment on financial criteria.
- 6.3. Eligible Bidder shall be ranked from the lowest to the highest based on the Financial Bid submitted by the Bidder.
- 6.4. The bidder who has quoted the lowest "total turnkey cost of the Project" shall be awarded for the work.
- 6.5. As per timelines stipulated in this RFP, Agreement will be signed with the Qualified Bidder as per the provisions of the RFP.
- 6.5.1. Failure of the successful Bidder to comply with the requirements of Clause 4.12.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event Nodal Agency may make the award to the next lowest Qualified Bidder or call for new bids.
- 6.6. Nodal Agency at its own discretion, has the right to reject any or all the Bid without assigning any reason whatsoever.

SECTION III

SCOPE OF WORK

7. DETAILS OF WORKS:

7.1. Design, Engineering, Supply, Installation, Testing and Commissioning Including 5 Years of Operation & Maintenance of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and design, supply, installation, commissioning of LED High Mast Lighting System at proposed locations at Orchha, District Niwari of Madhya Pradesh on turnkey basis.

The quantity mentioned in the below table are tentative and may change at the time of implementation.

S. No.	Location	No. of systems	Proposed SPVPP Capacity, in kWp	Total Capacity, in kWp	No. of Street Lights
1.	Lavatory Complex, Sheesh Mahal Premises	1	3	3	5
2.	Community Hall, Near Amar Mahal	1	5	5	5
3.	Municipality Shops, behind Ramraja Temple	2	2	4	5
4.	Tourist Police Chauki, near Kanchana Ghat	1	2	2	3
5.	Waiting room (Tourist Police Chauki) near Kanchana Ghat	2	5	10	10
6.	Municipality Shops, near bus stand square (A)	1	3	3	3
7.	Municipality Shops, near bus stand square (B)	1	2	2	2
	Total	9		29	33

7.2. THE SCOPE OF WORK SHALL ALSO INCLUDE THE FOLLOWING:

The scope of works includes all plant equipment, auxiliary systems and accessories required for off-grid solar system operation and shall consist majorly of following components:

- a. Solar PV module
- b. Solar DC Charge Controller
- c. Galvanised Mounting Structure / Mechanical Components

- d. Battery with suitable battery enclosure, stand and connectors
 - e. System wiring – panel to charge controller, charge controller to battery, charge controller to USB port for mobile charging & battery to battery connections
 - f. Supply, Erection, Testing, Commissioning and O&M for 5 years of LED Street Lighting System as per Technical Specifications.
- 7.2.1. Detailed planning of time bound smooth execution of Project;
- 7.2.2. The Solar PV module, Charge Controller, Battery, Inverter along with associated equipment shall be installed at each proposed location. The DC supply generated by solar PV system and stored in stationary battery bank.
- 7.2.3. Contractor shall provide the design of the system with connection diagram of solar power plant and connectivity of the system with the LED street light shall be approved by MPUVN.
- 7.2.4. The Contractor shall erect poles for mounting of LED Street lights at appropriate locations to illuminate maximum area as per site requirement. The height of the pole should be 4 meters above the ground level, after grouting and final installation.
- 7.2.5. All the street lights must be connected with the solar power plant.
- 7.2.6. The generated electricity from the solar power plant will be utilized to energize the dedicated load of the street lights and other associated loads. In case separate additional electric cable/wiring etc. is required for connecting the dedicated load with solar power plant, it shall have to be supplied and laid down by the bidder as per requirement at the site and shall be covered in the scope of work.
- 7.2.7. Performance Monitoring of the system through data logger as mentioned in Clause 4.14.1 for the period of 5 years.
- 7.2.8. Necessary arrangements for storage of batteries of solar PV Power plant as per requirements for their proper protection shall have to be done by the contractor. Appropriate cabinets for battery banks, with the provision of racks for batteries should also be done if required, battery room of the adequate size with proper ventilation shall have to be prepared.
- 7.2.9. Arrangement of proper earthing mechanism and lightning arresters should be done at site as per the requirements of the solar power plant.
- 7.2.10. Coverage of risk liability of all personnel associated with implementation and realization of the Project;
- 7.2.11. Training of at least two persons to be nominated by user at the location, on the various aspects of design and maintenance of the System after Commissioning shall also submit the operation & maintenance manuals with Do's and Don'ts &

troubleshooting/ remedies of minor fault related to the equipment as per applicable specifications/ norms/ security & safety code/ Procedure.

- 7.2.12. The Successful Bidder shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the period of warranty period.
- 7.2.13. Comprehensive O&M of the System along with Street lights, from the date of the Completion of Project has to be carried out by the Contractor. Comprehensive O &M of the System shall be for five (5) years from the date of Completion. It shall include Preventive/Routine Maintenance and Breakdown Maintenance. Whenever a fault/failure/breakdown/malfunctioning occurs, the Contractor has to rectify the fault within 72 hours from the time of occurrence of fault.
- 7.2.14. Rectification of all the defects developed in the Solar PV Power Plant or Street Light during warrantee, and maintenance period shall have to be done by the contractor promptly, at the most within 3 days from the date of receipt of compliant.
- 7.2.15. If the Contractor is found unable to complete the rectification or maintenance work within the specified time period as mentioned in the above clause, MPUVNL will be free to carry out the work, but at Contractor's cost and risk. Any loss or damage that MPUVNL may sustain due to such failure on the part of the Contractor, recovery of such loss or damage shall be made from any payment payable to the Contractor.
- 7.2.16. The Contractor must maintain all the records pertaining to any faults/failure/defect/breakdown/malfunctioning and replacement of any spare or consumables from the inventory.
- 7.2.17. Any additional work, which is not covered above but is related and required to be done. These additional works shall have to be carried out as per relevant SOR's, on prior approval of MPUVNL.

7.3. 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.

7.4. WARRANTY AND GUARANTEES:

- 7.4.1. 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 (5) years from the date of Completion.

- 7.4.2. 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.

7.5. TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP:

- 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 (5) years from the date of Completion.
- 7.5.2. The design, engineering, manufacture, supply, installation, testing, commissioning and performance of the equipment shall be in accordance with latest/ appropriate IEC/Indian Standards as detailed in the technical specifications of this RFP or its subsequent amendments. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE/ CEA/ electricity regulators/ Nodal Agency shall be used. All the relevant test certifications must be kept valid up to the period of the contract (as applicable).
- 7.5.3. The specifications of the components should meet the technical specifications mentioned in this RFP or its subsequent amendments.
- 7.5.4. Any supplies which have not been specifically mentioned in this RFP but which are necessary during installation or Comprehensive O&M period shall be provided by the Contractor without any extra cost and within the time schedule for efficient and smooth installation, commissioning and Comprehensive O &M of the equipment.
- 7.5.5. Nodal Agency may at its option, replace or rectify such defective materials and / or work and recover the extra cost so involved from the Contractor plus fifteen percent service charges of the cost of such rectification, from the Contractor and / or terminate the Agreement for balance work/ supplies with enforcement of penalty as per Agreement.

7.6. REQUISITE CERTIFICATIONS:

- a) **Completion Certificate:** When the Contractor fulfils his obligation under the Agreement, it shall obtain completion certificate from Nodal Agency. For the purpose of obtaining this certificate, Inspection Report of the Work(s) as per prescribed format provided by Nodal Agency shall be required.

SECTION IV

TERMS AND CONDITION FOR PAYMENT

8. PAYMENT TERMS:

- 8.1. 100% of Work Order value shall be paid to Contractor on successful Commissioning of the Project and submission of PBG of twenty percent (20%) value of Work Order as mentioned in Clause 4.12 and submission of documents in support of systems performance criteria.
- 8.2. For release of hundred percent (100%) payment, the Contractor shall present the following:
 - 8.2.1. Completion Certificate as per provisions of Clause 7.7.1 of this RFP;
 - 8.2.2. Appropriate Bills along with Challan in Triplicate
 - 8.2.3. Signed Inspection Report along with duly signed Completion certificate by Contractor and Inspecting Authority.
 - 8.2.4. Contractor has to be registered under GST.
 - 8.2.5. Applicable Taxes shall be deducted at source.
 - 8.2.6. A certificate from any licensee or contractor / supervisor certifying that the electrical internal/external electrical work carried out is in accordance with the norms of electrical safety standards.
- 8.3. MPUVNL shall recover/ adjust LD/penalty from any payments due to the Contractor. If recovery/ adjustment is not possible from payments due, the same shall be done through PBG against the work order concerned.
- 8.4. In case any PBG or Bid Security is utilized, partly or fully, towards recovery/ adjustment of LD/ penalty, the same shall be replenished to its original value and validity period within seven (7) days of written communication on this behalf from MPUVNL to Contractor.
- 8.5. Tax component of supply and works item should be shown in the bills separately.

**SECTION V
CHECKLIST****9. Checklist Envelop- I:**

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

10. Checklist Envelop -II:

S.No.	Particular	Format No.	Copy Attached
1.	Power of Attorney in favour of authorised signatory, on requisite value of stamp paper (Rs. 1000/-).	6	Yes / No
2.	Board Resolution in support of power of attorney in favour of authorized signatory (applicable for companies)	-	Yes / No
3.	General Particulars	2	Yes / No
4.	Bidder's composition and ownership structure (applicable for companies)	3	Yes / No
5.	Declaration for Eligibility Criteria Requirement	7 & 8	
6.	Certificate of Incorporation	-	Yes / No

S.No.	Particular	Format No.	Copy Attached
7.	Declaration	10	
8.	Technical Eligibility (Work order/Contract Agreement)	-	Yes / No
9.	Technical Eligibility (Completion Certificate)	-	Yes / No
10.	RFP Document Sealed and Signed along with the corrigenda and addenda (If any)		Yes / No

SECTION VI

TECHNICAL PARAMETERS

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

11. PARAMETERS:

11.1.A Project consists of Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System. Components and parts used in the Project should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

12. SOLAR PHOTOVOLTAIC MODULE

- 12.1. The PV modules used should be made in India.
- 12.2. The modules used should be from the manufacturer included in the ALMM list as described by MNRE in its Order dated 2nd Jan' 2019.
- 12.3. The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-2-requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
- 12.4. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. Module capacity less than minimum 250 Wp should not be accepted.
- 12.5. Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- 12.6. PV modules must be tested and approved by one of the IEC authorized test centers. The module frame shall be made of corrosion resistant materials, having Pre-galvanized/ anodized Aluminium or superior material (after approval from MNRE)
- 12.7. The Contractor shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his Bid.
- 12.8. Other general requirement for the PV modules and subsystems shall be the following:
 - m. The rated output power of any supplied module shall have tolerance of +/- 3%.
 - n. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - o. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of bypass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.

- p. I-V curves at STC should be provided by Contractor.
- 12.9. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).
 - q. Name of the manufacturer of the PV module
 - r. Name of the manufacturer of Solar Cells.
 - s. Month & year of the manufacture (separate for solar cells and modules)
 - t. Country of origin (for solar cells)
 - u. I-V curve for the module Wattage, I_m , V_m and FF for the module
 - v. Unique Serial No and Model No of the module
 - w. Date and year of obtaining IEC PV module qualification certificate.
 - x. Name of the test lab issuing IEC certificate.
 - y. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

13. ARRAY STRUCTURE

- 13.1. Hot dip galvanized MS/ Pre-galvanized/ Anodized Aluminium or superior material (after approval from MNRE) mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insulation. However, to accommodate more capacity the angle inclination may be reduced until the Project meets the specified performance ratio requirements.
- 13.2. The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a Project is proposed to be installed (for minimum wind speed of 150 km/hour). Suitable fastening arrangement that do not require drilling in rooftops should be adopted to secure the installation against the specific wind speed.
- 13.3. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- 13.4. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used, that can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
- 13.5. The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- 13.6. Regarding civil structures the Contractor need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².
- 13.7. The minimum clearance of the structure from the roof level should be 300 mm.

14. DC DISTRIBUTION BOARD BASED ON SYSTEM DESIGN

REQUIREMENTS:

14.1. DC Distribution panel to receive the DC output from the array field.

14.2. DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

15. AC DISTRIBUTION PANEL BOARD:

15.1. AC Distribution Panel Board (DPB) shall control the AC power from inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.

15.2. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.

15.3. The changeover switches, cabling work should be undertaken by the Contractor as part of the project.

15.4. All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz.

15.5. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.

15.6. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.

15.7. Should conform to Indian Electricity Act and rules (till last amendment).

15.8. All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions:-

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 3 Hz

16. PCU/ Inverter:

16.1. As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. In addition, the Inverter shall also house MPPT (Maximum Power

Point Tracker. Typical technical features of the inverter shall be as follows:

- Switching devices: IGBT/MOSFET
 - Control Microprocessor /DSP
 - Nominal AC output voltage and frequency: 220V (Line Voltage), 1 Phase, 50 Hz
 - Output frequency: 50 Hz
 - Ambient temperature considered: -20° C to 50° C
 - Humidity: 95 % Non-condensing
 - Protection of Enclosure: IP-20(Minimum) for indoor: IP-65(Minimum) for outdoor.
 - No-load losses: Less than 1% of rated power
 - Inverter efficiency(minimum): >93% (In case of 10kWp or above)
 - Inverter efficiency (minimum) : > 90% (In case of less than 10 kWp)
 - THD: < 3%
 - PF: > 0.9
- a. Inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
 - b. The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power; inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
 - c. Built-in meter, data logger and remote monitoring system to monitor Project performance retrievable through remote computer/server shall be provided.
 - d. The power conditioning units/inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068- 2(1,2,14,30)/Equivalent BIS Std.
 - e. The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/ enclosures should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
 - f. The PCU/ inverters should be tested from the MNRE approved test centres/NABL/BIS/IEC accredited testing-calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

17. BATTERY BANK:

17.1. LITHIUM FERRO PHOSPHATE (LFP) BATTERY

The battery should be Lithium Ferro Phosphate (LiFePO₄) having given capacity. The other feature of battery should be:

Description	Specification
Battery Type	LiFePO ₄

Battery Capacity	7.2 Vah/Watt
Working temperature range (both for charging & discharging)	20 - 60 °C
Allowed Cell Voltages	3.2 V, 3.6 V, 3.8 V (apart from these voltages of cells, permission from MPUVNL shall be required)
Type of Cell	Prismatic or Cylindrical

- g. The nominal voltage and capacity of the storage bank shall be selected and specified by the supplier in the bid.
- h. The self-discharge rate of the battery bank or individual cell shall not exceed three (3) percent per month.
- i. The permitted maximum depth of discharge (DOD), shall not be less than 80%.
- j. The battery should be placed at safe location inside the room and should be placed inside suitable battery enclosure with battery stand.
- k. The cell and battery should be got tested as per IEC 62133-2:2017 or BIS specifications with MNRE/NABL/IEC accredited test center/laboratory as per IEC/BIS standard IEC 62133, IEC 61960, & UL 1642: Safety of LiFePO₄ battery.
- l. It should have a very good battery management system to ensure the proper charging and discharging of each cell of battery with proper protection of battery when temperature is reaching beyond battery permissible limits.
- m. All the connectors should be insulated except for the end portions.

18. PCU PROTECTIONS:

18.1. The PCU shall include appropriate self-protective and self-diagnostic feature to protect itself and the PV array from damage in the event of PCU component failure or from parameters beyond the PCU's safe operating range due to internal or external causes. In addition, it shall have following minimum protection against various possible faults:

- a) Grounding Leakage fault
- b) Over voltage and current protection
- c) Protection against islanding of grid (Anti-islanding)
- d) Provision for input and output isolation
- e) Provision for reverse protection against back flow of energy to the grid
- f) The output power factor of the PCU should be of suitable range to supply or sink reactive power. The PCU shall have internal protection arrangement against any sustained fault in the feeder line and against lightning in the feeder line.

19. GENERATION METER:

Digital Generation meter should log the actual value of AC/DC Voltage, Current and Energy generated by the Solar PV system provided. The standards of the Generation Meter should be as per the provisions mentioned in MP Rooftop Renewable Energy Policy, 2016 or as amended by MPERC/CEA. The data logger system in the meter should store the data of all the display parameters at least for 1 year on hourly basis.

20. STREET LIGHTING SYSTEM

- a) A Street lighting system (SLS) is a lighting unit used for illuminating an open area. The Street Lighting System consists of 30 Watt LED Light.
- b) The luminaire is based on White Light Emitting Diode (W-LED), a solid state device which emits light when electric current passes through it.
- c) The luminaire is mounted on the pole at a suitable angle to maximize illumination on the ground.
- d) The specifications of pole for mounting of street light shall be as per the technical standards as mentioned in the SOR of Electrical and Civil works of MPPWD.
- e) The Street Lights will be connected through off-grid Solar Power Plant. The electricity generated through the solar plant would be used to illuminate the street lights.
- f) Electricity generated by the PV module charges the battery during the day time which powers the luminaire from dusk to dawn.
- g) The LED lights should light at dusk and switches off at dawn automatically.

Broad Specifications:

Light Source	White Light Emitting Diode (W-LED)
Wattage of LED	30 Watts
Input Voltage	220 Volts AC, 50/60 Hz
Beam Angle	30/60/90/120 Degree
Power Factor	>0.95
Colour Temperature	5500K – 6000K
Working Temperature	5° C – 50° C
IP Standard	IP-65
Lumen Output	2800 lm +/- 10%
On and Off Switch	Automatic
Mounting of Light	Pole mounted (4 meters above ground)

Duty Cycle	Dusk to dawn 10 hours of light with appropriate mechanism to dim the light to 75% after midnight
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The specifications, technical standards and test reports of EESL would prevail over and above the given specifications as mentioned in the given table.

CONFORMANCE STANDARDS:

Product Certification should be obtained NABL certified lab. The following test reports should be provided along with technical bid:

LM-79	Luminaries efficiency (photometry data)
LM-80	LED Chip Manufacturer Data

Any other test reports required for street light is required to be submitted by the Contractor.

21. TOOLS & TACKLES AND SPARES:

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

22. DANGER BOARDS AND SIGNAGES:

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

23. DRAWINGS & MANUALS:

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

24. SAFETY MEASURES:

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

SECTION VIII

FORMATS FOR SUBMITTING RFP

FORMAT 1: COVERING LETTER

Covering Letter

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

Ref.No. _____

Date: _____

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

Tel.: _____ **Fax:** _____ **E-mail address:** _____

To: _____

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

Sub: Request for Proposal (RFP) for Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of Madhya Pradesh with RFP Specification No.....

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in detail the RFP for Request for Proposal (RFP) for Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of 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

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token of our acceptance to the RFP, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such RFP as per the provisions of the RFP and provisions of such RFP shall be binding on us.

Bid Security

We have enclosed Bid Security in form of DD/ FDR of amount required of Rs. _____, subject to clause 4.11, as mentioned in this RFP. We have submitted our Financial Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Financial Bid in the said format(s).

Acceptance

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

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

Familiarity with Relevant Indian Laws & Regulations

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

Contact Person

Details of the contact person are furnished as under:

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

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

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP

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

Dated the _____ day of _____ 2020

Thanking you,

We remain,

Yours faithfully,

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

FORMAT 2: GENERAL PARTICULARS OF THE BIDDER

GENERAL PARTICULARS OF THE BIDDER

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

FORMAT 3: SHAREHOLDING CERTIFICATE

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

(Signature of Authorized Signatory) With Stamp

(Signature of Company Secretary/Director/Chartered Accountant)

FORMAT 4: FORMAT FOR BANK GUARANTEE 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 Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of 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 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.

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____

FORMAT 5: FORMAT FOR PERFORMANCE BANK GUARANTEE

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

In consideration of the *[Insert name of the Bidder]* (hereinafter referred to as (Contractor) submitting the response to RFP inter alia for selection of the Request for Proposal (RFP) for Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of Madhya Pradesh 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). As per the terms of the RFP, the *[insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to Nodal Agency at *[Insert Name of the Place from the address of the Nodal Agency]* forthwith on demand in writing from Nodal Agency, or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees_____ *[Rupees_____ (Total Value in words)]* only, on behalf of M/s *[Insert name of the Contractor]*. This guarantee shall be valid and binding on this Bank 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

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Bank shall not require Nodal Agency to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Nodal Agency in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction.

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ (Rupees _____ only) and it shall remain in force until we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Nodal Agency serves upon us a written claim or demand.

Signature

Name

Power of Attorney No.

For

[Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

Signature

Name and Address _____

Signature

Name and Address _____

FORMAT 6: CHECK LIST FOR PBG (PBG)

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

FORMAT 7: POWER OF ATTORNEY

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

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

Know all men by these presents, We (name and address of the registered office of the Bidder as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of _____ as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of 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 _____

Supply, Installation, Commissioning of Off-Grid SPVPP with LED Street Light

duly authorized by the Board to issue such Power of Attorney

Dated this _____ day of _____

Accepted

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

(Signature of the executant)

(Name, designation and address of the executant)

Signature and stamp of Notary of the place of execution

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

WITNESS

(Signature)

Name _____

Designation _____

(Signature)

Name _____

Designation _____

FORMAT 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

Dear Sir,

Sub: Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of Madhya Pradesh in response to the RFP

No: Dated: _____

We submit our Bid (as per provisions of Clause 4.1.2 of the RFP) for which details of Technical Eligibility Criteria Requirements are as follows.

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

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

FORMAT 9: FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT

(To be submitted on the letterhead of Bidder)

To,

Madhya Pradesh Urja Vikas Nigam Limited

Bhopal

Dear Sir,

Sub: Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of Madhya Pradesh in response to the RFP No:

Dated:

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

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

Name of Entity being evaluated	Financial Year	Turnover (INR Lakh)
	2018-19	
	2017-18	
	2016-17	

Yours faithfully

(Signature and stamp of Authorized Signatory of Bidder)

Name: _____

Date: _____

Place: _____

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

Supply, Installation, Commissioning of Off-Grid SPVPP with LED Street Light

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 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

FORMAT 10: FORMAT FOR AGREEMENT

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

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 of Design, Engineering, Supply, Installation, Testing and Commissioning of 29 kWp Lithium Battery based Off-Grid Solar Photovoltaic Power Plant and LED Street Light High Mast Lighting System at proposed locations at Orchha, District Niwari of Madhya Pradesh 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 (5) years warranty cum Comprehensive O&M of the System 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__. The validity period may be extended further with the Mutual Consent on unchanged Terms & Condition(s), Specification(s) and Rate(s) up to one 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

1.

Party No.2

2.

FORMAT 11: DECLARATION

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

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

1. We declare that we have not been Black listed or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of MPUVN.
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.

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)

FORMAT 12: PRICE BID

Item No.	Particulars	Per Unit Rate (Rs.)	Quantity	Amount inclusive of all taxes (Rs)
1.	Design, Engineering, Supply, Installation, Testing and Commissioning of Off-Grid Solar Photovoltaic Power Plant with 7.2 VAh per Watt Lithium Ferro Phosphate Battery along with 5 years of Operation & Maintenance (Price per kWp)		29 kWp	
2.	Supply, Installation, Testing and Commissioning of 30 Watt LED Street Light, mounting pole, support foundation, 10 Meter Cable per pole along with 5 years of Operation & Maintenance (Price per Unit)		33 Nos.	
Total Turnkey Value of the Project (Rs.)				

In case of any additional work comes to the Nodal Agency over and above the proposed quantity as mentioned in the RfP, it shall be calculated on the basis of **per unit rate of that item**. Accordingly, any reduction in the work shall be proportionately deducted from the total Project Cost.

Note - Rates quoted must be Firm and Fixed for Design, Supply, Installation and Commissioning, all inclusive of Site Visits, Packaging, Forwarding, Spare-parts, Insurance and Taxes including Duties for Sites mentioned in the Document. No price escalation will be allowed.