

## Request for Proposal for Drinking Water Solar Pumps

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by the Bidder;

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. "Commissioning" shall mean the situation where the installed solar pump operates successfully for a period of 1 (one) hour along with remote monitoring system for data acquisition and monitoring performance of Project(s). Such remote monitoring system should successfully communicate data to MPUVNL as per clause 7.20. However, in areas where internet services are not available, the data shall be made available through data logger;
12. "Company" shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
13. "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;
14. "Contract" shall mean the Survey, Supply, Installation and Commissioning of Solar Photo Voltaic AC/DC, Submersible water Pumping system for drinking water purposes along with 5 years warranty & Comprehensive Maintenance Contract (CMC) in accordance with MNRE norms etc, to be installed in existing bores, at various locations in the State of Madhya Pradesh.  
  
For the Solar water pumping system, where the water storage tank with MS steel raised structure are required, the contract shall also include the Supply, Installation and commissioning of water storage tank with MS steel raised structure;
15. "Contractor" shall mean the Successful Bidder or Project Company who has accepted the LICA and has signed the Agreement;
16. "Control" means ownership, directly or indirectly, of more than 50% of the voting shares or the power to direct the management and policies by operation of law, contract or otherwise;
17. "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;
18. "Eligibility Criteria" shall mean the Eligibility Criteria as set forth in this RFP;
19. "Financial Bid" shall mean online financial Bid, containing the Bidder's quoted Price as per RFP format;

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20. “LICA” shall mean Letter Inviting Consent for Agreement;
21. “Lead Member” shall mean the member of Bidding Consortium which is designated as lead of the Consortium by other member(s) to represent them as Bidder for this RFP;
22. “MNRE” shall mean Ministry of New and Renewable Energy, Government of India;
23. “Nodal Agency” shall mean the Madhya Pradesh Urja Vikas Nigam Limited, (MPUVNL) Bhopal;
24. “Normal Controller” shall mean a solar pump controller, which is not a Universal Solar Pump Controller and is in compliance with prevalent MNRE specifications/BIS;
25. “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;
26. “Qualified Bidder(s)” shall mean, for given scope of work, the Eligible Bidder having quoted minimum Financial Bid in a Category or Eligible Bidder matching minimum Financial Bid in a Category;
27. “Rate Validity Period” shall mean the period between date of signing of Agreement and up to 31/03/2022. The rates standardised after bidding process under this RFP shall be valid and applicable for Contract(s) awarded on or before the Rate Validity Period;
28. “RFP” shall mean Request for Proposal (RFP)/Bid document/Tender document and shall include formats and annexures in it;
29. “Service Center” shall mean a facility of the Bidder where servicing of the solar pumps and associated equipment shall be carried out;
30. “Site” shall mean the area where it is proposed to install the solar pumping system;
31. “Start-up (s)” shall mean Madhya Pradesh based organizations registered with DPIIT (Department of Promotion of Industry and Internal Trade, Govt. of India) and recognized for doing business in the field of Solar Pumps. Such start-ups must have MP based GST registration.
32. “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;
33. “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

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LICA has been issued;

34. “Universal Solar Pump Controller (USPC)” shall mean the controller supplied for installation of solar pumping system which is be able to perform several other tasks related to water supply and other needs of the end user, complying to MNRE specifications /BIS
35. “Work” shall mean any work entrusted to the Contractors as mentioned in the scope of work in this RFP and Agreement.

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### ABBREVIATIONS

BEE	Bureau of Energy Efficiency
BG	Bank Guarantee
BIS	Bureau of Indian Standards
CA	Chartered Accountant
CC	Certificate of Conformity
CMC	Comprehensive Maintenance Contract
CPBG	Contract Performance Bank guarantee
EVA	Ethylene Vinyl Acetate
FDR	Fixed Deposit Receipt
GI	Galvanized Iron
GST	Goods and Service Tax
IEC	International Electro technical Commission
IP	Ingress Protection
JNNSM	Jawaharlal Nehru National Solar Mission
LCD	Liquid Crystal Display
LICA	Letter Inviting Consent for Agreement
LLP	Limited Liability Partnership
MNRE	Ministry of New and Renewable Energy
MPPT	Maximum Power Point Tracking
MPUVN	Madhya Pradesh Urja Vikas Nigam Limited
NABL	National Accreditation Board for Testing and Calibration Laboratories
O/M	Operation & Maintenance
OPBG	Operation Performance Bank Guarantee
PAN	Permanent Account Number
PCU	Power Conditioning Unit
RMS	Remote Monitoring System
RFP	Request for Proposal
SI	System Integrator
SPV	Solar Photovoltaic
Wp	Watt Peak

### **c) INTERPRETATIONS:**

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

### SECTION-I

#### INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDER

##### 1. INTRODUCTION:

##### 1.1. Request for Proposal for inviting Proposals for Standardization of rates and selection of Contractor for Survey, Supply, Installation & Commissioning of

A. Solar Photo Voltaic, DC/AC, Submersible water Pumping Systems (with or without handpump) for Drinking Water Purpose, etc. with provision for three times manual tracking in a day and remote monitoring of the systems along with 5 years warranty & Comprehensive Maintenance Contract (CMC) etc. in accordance with MNRE/ BIS/ IEC/ CE norms, in existing bores, at different sites/ villages located anywhere in Madhya Pradesh.

B. Water storage RMPE tanks with MS steel raised structure in accordance with BIS norms.

The detailed RFP document can be viewed on [www.mprenewable.nic.in](http://www.mprenewable.nic.in) and purchased & downloaded from the web-site [www.mptenders.gov.in](http://www.mptenders.gov.in).

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 shall only be opened.

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

##### 2. BID DETAILS:

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- 2.1. RFP is invited in a three-envelope system, i.e., Envelope “A” – containing Summary of Participation & Bid Security, Envelope “B” containing Technical proposal and Envelope “C” Financial Bid. All three envelopes required to be submitted online only. However, bidder has to submit the physical (hard copy) document to MPUVN preferably within 15 days from the bid submission deadline. The rates once accepted shall be valid up to the Rate Validity Period.
- 2.2. Bidder shall be required to bid in different categories mentioned in table below:

**Table 1: Handpump attached Solar Pump with normal controller**

Category	Pump capacity (HP)	Type	Minimum capacity of PV array (Wp)	*Total Estimated Quantity (Nos.)	Type	Model as per MNRE specified Solar PV Water Pumping Systems
A	1.0	Submersible	900	5000	DC	Model III, IV, V (as per annexure 20)
B	1.0	Submersible	1200	500	DC	Model I (as per annexure 19)
C	2.0	Submersible	1800	350	DC	Model II (as per annexure 19)
D	3.0	Submersible	3000	270	DC	Model III, IV, V (as per annexure 19)
E	5.0	Submersible	4800	500	DC	Models VI, VII, VIII (as per annexure 19)

\*The estimated quantities mentioned in this tender are indicative and can increase/ decrease by 75%.

**Table 2: Solar pump without Handpump with Normal Controller**

Category	Pump capacity (HP)	Type	Minimum capacity of PV array (Wp)	*Total Estimated Quantity (Nos.)	Type	Model as per MNRE specified Solar PV Water Pumping Systems
F	1.0	Submersible	900	1000	DC	Model III, IV, V (as per annexure 20)

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Category	Pump capacity (HP)	Type	Minimum capacity of PV array (Wp)	*Total Estimated Quantity (Nos.)	Type	Model as per MNRE specified Solar PV Water Pumping Systems
G	1.0	Submersible	1200	100	DC	Model I (as per annexure 19)
H	2.0	Submersible	1800	350	DC	Model II (as per annexure 19)
I	3.0	Submersible	3000	280	DC	Model III, IV, V` (as per annexure 19)
J	5.0	Submersible	4800	650	DC	Models VI, VII, VIII (as per annexure 19)
K	7.5	Submersible	6750	95	DC	Model IX, X & XI (as per annexure 19)
L	7.5	Submersible	6750	125	AC	Model IX, X & XI (as per annexure 19)
M	10	Submersible	9000	230	DC	Model XII, XIII & XIV (as per annexure 19)
N	10	Submersible	9000	240	AC	Model XII, XIII & XIV (as per annexure 19)

\*The estimated quantities mentioned in this tender are indicative and can increase/ decrease by 75%.

**Table 3: Solar Pump without Handpump along with Universal Solar Pump controller**

Category	Pump capacity (HP)	Type	Minimum capacity of PV array (Wp)	Type	*Total Estimated Quantity (Nos.)	Model as per MNRE specified Solar PV Water Pumping Systems mentioned in Annexure 19
O	3.0	Submersible	3000	DC	100	Model III, IV, V`
P	5.0	Submersible	4800	DC	100	Models VI, VII, VIII
Q	7.5	Submersible	6750	DC	30	Model IX, X & XI
R	7.5	Submersible	6750	AC	25	Model IX, X & XI
S	10	Submersible	9000	DC	30	Model XII, XIII & XIV



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Category	Pump capacity (HP)	Type	Minimum capacity of PV array (Wp)	Type	*Total Estimated Quantity (Nos.)	Model as per MNRE specified Solar PV Water Pumping Systems mentioned in Annexure 19
T	10	Submersible	9000	AC	25	Model XII, XIII & XIV

\*The estimated quantities mentioned in this tender are indicative and can increase/ decrease by 75%.

**Table 4: *RMPE Rotational Moulded Polyethylene (RMPE) Tank as per IS 12701:1996 Category***

Category	Height of Structure (in Meters)	RMPERMPPE Water Storage Tank capacity (in Liters)	*Total Estimated quantity (Nos.)	Specifications for structures
U	3	5,000	800	For Structures -As per Annexure 21 For Tanks -As per Annexure 22
V	4.5	5,000	800	
W	6	5,000	700	
X	6	10,000	500	
Y	9	5,000	700	
Z	9	10,000	500	

\*The estimated quantities mentioned in this tender are indicative and can increase/ decrease by 75%.

- 2.3. RFP documents can be downloaded and purchased online from <http://www.mptenders.gov.in>. For further information, Bidders are requested to contact Chief Engineer, M.P. Urja Vikas Nigam Ltd., Bhopal.

### 2.4. Key Dates:

Sr. No.	MPUVN Stage	Date	Time
1	Purchase of RFP start	08/05/2020	06:00 PM
2	Pre-bid meeting date & time	19/05/2020	03:00 PM
3	Purchase of RFP End Date	28/05/2020	11:00 AM
4	Online Proposal (Technical and Financial) Submission End Date	28/05/2020	03:30 PM
6	Envelope- A & B: Technical Bid online Opening Date	30/05/2020	11:30 AM

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Sr. No.	MPUVN Stage	Date	Time
7	Financial Bid –online: Opening Date	03/06/2020	11:30 AM

### 3. INSTRUCTIONS TO THE BIDDER:

- 3.1. A Bidder shall not have a conflict of interest. Bidder(s) shall be disqualified in the Category(ies) where it has conflict of interest. In a particular Category, the Bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
- A Bidder submits more than one Bid in the bidding process in the same Category, either individually or as a part of a consortium, including bid submitted as authorised representative on behalf of one or more Bidder(s).
  - They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the Bid of another Bidder in the same Category or influence the decisions of MPUVNL regarding this bidding process. For purpose of this clause, relationship shall mean direct or indirect ownership of 26% or more equity.
- 3.2. For carrying out the maintenance service during the warranty & CMC effectively, the Contractor shall establish at least one local service center at each district where number of works commissioned by Contractor are more than or equal to one hundred (100). The Bidder will maintain the records of maintenance / half yearly visits in the enclosed format (Annexure 16). As the maintenance facility is to be provided in the warranty of CMC, hence no additional payment will be made by MPUVN for maintaining the above inventory at the service center.
- 3.3. Instructions to the bidders on e-Tendring:
- For participation in e-tendering module, it is mandatory for Bidders to enrol on the e-Procurement module of the MP Tenders Portal (URL: <https://mptenders.gov.in/>) by clicking on the link “Online bidder Enrolment” on the MP TENDERS Portal. Cost of Enrolment and renewal, if any, shall be borne by the bidder.
  - As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
  - Bidders are advised to register their valid email address and mobile numbers as part of the

registration process. These would be used for any communication from the MP Tenders Portal.

- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- g) For further information regarding issue of Digital Signature Certificate, the Bidders are requested to visit website. Please note that it may take up to 3 to 5 working days for issue of Digital Signature Certificate. Nodal Agency will not be responsible for delay in issue of Digital Signature Certificate.
- h) Tender documents can be downloaded from website free of cost. Bidders need to submit the Bid Processing Fee at the time of online submission of the bid.
- i) Service and gateway charges shall be borne by the Bidders.
- j) The Browser should be Java enabled. Java Runtime Environment (JRE) should be installed in the client system. This can be downloaded from the download links of the eProcurement System.
- k) If Bidder is participating for the first time in e- tendering, then it is advised to fulfil all formalities, such as registration, obtaining Digital Signature Certificate, etc. well in advance.
- l) 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.
- o) On the online MP Tenders portal, bidders including start-ups and MSMEs registered with NSIC should opt for exemption of payment of Bid Security. In such cases, appropriate proof shall be uploaded while opting for exemption on the portal i.e. DPIIT recognition certification for start-up and NSIC registration certificate for MSME. However, bidders other than start-ups and NSIC registered MSMEs shall be required to upload the scanned copy of Bank Guarantee or proof of payment through RTGS of the required values.

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

And

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

3.5. 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).

3.6. MPUVNL shall have full rights to accept or reject any or all the proposals, in part or full, without assigning any reason thereof.

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

### 3.8. **ELIGIBILITY CRITERIA:**

#### 3.8.1. **GENERAL**

- a) The Bidder or member(s) of consortium should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or a Partnership Firm having executed partnership deed and registered as per sections 58 & 59 of the Partnership Act, 1932, as amended or a Limited Liability Partnership (LLP) Firm registered under section 12 of Limited Liability Partnership Act, 2008, as amended or registered Sole Proprietor. A copy of certificate of incorporation, partnership deed or LLP/ Sole Proprietor registration, as applicable and relevant, shall be furnished along with the bid in support of the above.
- b) The Members of the Consortium shall nominate the Lead Member. Such nomination shall be supported by a power of attorney signed by all the Members of Consortium (and duly acknowledged by the Lead Member) and shall substantially be in the form set out annexure 7.
- c) The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process.
- d) In a situation, where a consortium that is selected as a Successful Bidder, decides not to form a project company, the Lead Member would be responsible for all the correspondence and documentation. Moreover, all the Work Orders under this tender

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shall be issued in the name of the Lead Member.

- e) Bidder must meet Eligibility Criteria either independently or as consortium of maximum three members comprising of Companies or Sole Proprietor or Limited Liability Partnership Firms or Partnership Firms or any combination of these. In case Bidder is a Consortium, a consortium agreement as per Annexure-23 shall be required to be furnished along with the Bid.
- f) Bidder having been blacklisted by MPUVNL or by any Govt./PSU, for whatever reasons, shall not be eligible/ allowed to participate in this RFP.
- g) Test Certificate should have been issued in accordance with MNRE specification of solar water pumping system as attached in Annexure-19 & Annexure-20 and testing procedure for stand-alone solar PV water pumping system issued by MNRE dated 17<sup>th</sup> July 2019. Test certificate for Universal Solar Pump Controller shall be in accordance to testing procedure for USPC issued by MNRE dated 17<sup>th</sup> July 2019. Test certificate for RMPE water storage tanks shall be in accordance with IS 12701:1996. Generally, the same make of solar panels, pumps, inverter/controller and RMPE water storage tanks, for which the test report is submitted in the Bid, should be supplied by the Contractor. However, subject to the approval of MPUVN, the Contractors may be allowed to use the other brand of solar PV modules, Water Pump & Controller in the approved solar pump system, provided the test lab certifies that other brand of solar PV modules, Water Pump & Controller are of same capacity (wattage) with parameters and characteristics not inferior to the already tested equipment's. Bidder has to furnish an undertaking by equipment supplier in the format attached as Annexure-14.
- h) The Bidder should have valid GST registration certificate in the state of MP; a copy of which should be enclosed. However, if the Bidder is not having the above registration in the state of MP, then it shall have to submit an undertaking confirming its submission before the issue of LICA, in the event of it being a Qualified Bidder. It is further clarified that any payment to the Contractor shall be made only on submission of all statutory document(s) (GST) relating to the state of MP, as applicable, in this regard.

### 3.8.2. TECHNICAL ELIGIBILITY CRITERIA:

#### a) **For Categories A to T:**

Bidders should have experience in manufacture/ supply/ Integration (contracts

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executed, completed and handed over) for MNRE/ Government supported schemes/ programmes, (including projects executed by channel partners availing MNRE support) or any Government organization/ Agency/ State Nodal Agency/ PSU/ Distribution Companies (DISCOM) in India. For meeting technical eligibility criteria, following conditions shall be met:-

- 1) The Bidder should have either:

Cumulative Experience of at least 1 MWp in last 3 years, i.e. FY 2016-17, 2017-18, 2018-19, in executing contracts of on/off-Grid solar photovoltaic systems/power plants (installed & commissioned, including the systems installed for solar water pumping applications).

OR

Experience of last 3 years, i.e. FY 2016-17, 2017-18, 2018-19, in manufacture and supply of Solar Motor-pump sets/solar pump controller/inverter/ SPV modules (Tested & certified by MNRE accredited lab).

- 2) Further, Bidder should have installed & commissioned minimum number of pumps as mentioned in Table -5 of solar photovoltaic based water pumping systems of any size, on or before date of submission of Bid. However, Bidder placing Bid for more than one Categories has to fulfill the highest criteria for prior experience of the relevant categories.

**Table 5: Prior Experience**

Categories	Prior Experience (No. of Pumps)	Categories	Prior Experience (No. of Pumps)
A	1500	K	30
B	150	L	40
C	105	M	70
D	80	N	70
E	150	O	30
F	300	P	30
G	30	Q	10
H	105	R	10

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I	85
J	200

S	10
T	10

**b) For categories U to Z:**

For meeting technical eligibility criteria, the Bidder should have either:

Experience of last 3 years, i.e., FY 2016-17, 2017-18, 2018-19, in executing contracts of on/off-Grid solar photovoltaic systems/power plants (installed & commissioned, including the systems installed for solar water pumping applications).

OR

Experience of last 3 years, i.e., FY 2016-17, 2017-18, 2018-19, in manufacture and supply of Solar Motor-pump sets/solar pump controller/inverter/ SPV modules (Tested & certified by MNRE accredited lab).

OR

Experience of last 3 years in manufacture and/or supply of RMPE water storage Tanks (Tested & certified by BIS accredited lab).

OR

Experience in last 3 years in Design, supply, installation, commissioning and testing of RMPE tanks with mounting structures in drinking water projects for Public Health Engineering Department (PHE)

**Notes:**

- A. All the projects shown to meet eligibility criteria should have been commissioned prior to Technical Bid submission 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.
- B. In case of Consortium/JV, technical criteria shall be met by any one (1) member from the consortium/JV.
- C. The credentials of Affiliate of Bidder shall not be considered for qualification against Technical Eligibility Criteria.

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- D. Authorisation letter/Agreement (mentioning tender number) from Pump and Panel manufacturer should be submitted along with tender documents.

### 3.8.3. FINANCIAL ELIGIBILITY CRITERIA:

- a) Bidder can use the financial strength of its Affiliate to fulfil the Financial Eligibility Criteria mentioned in RFP, subject to condition that such Affiliate is not blacklisted by MPUVNL or by any Govt./PSU, for whatever reasons. In case of consortium, the members may jointly fulfil the financial eligibility criteria.
- b) In case Bidder or any member of consortium opts to refer its Affiliate to meet the Financial Eligibility criteria, then the Affiliate shall remain in control of the Bidder or control the bidder or remain under common control with the Bidder from the date of bid submission till the period of 1 year from the date of Commissioning of awarded capacity, without prior written approval of Nodal Agency. Further, Affiliate of Bidder shall furnish information as sought in Annexure 9, Annexure 10(A) and Annexure 10(B).
- c) Minimum Average Annual Turnover during the last three (3) financial years, i.e., FY2016-17, 2017-18, FY 2018-19 should be – as per table 6 below. Certified copies of the annual returns submitted to the 'Registrar of companies' (R.O.C.) should be enclosed.

**Table – 6: Average Annual Turnover**

Categories	Average Annual Turnover (Crores))	Categories	Average Annual Turnover (Crores))
A	7	N	5
B	2	O	1
C	2	P	2
D	2	Q	0.60
E	4	R	0.50
F	3	S	0.70
G	0.5	T	0.60
H	2	U	1.40
I	2	VU	1.30
J	5	W	1.80



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K	2	X	2.50
L	2	Y	3.50
M	5	Z	4

All requisite documents, such as balance sheet, P&L account, schedules etc., duly certified by a Chartered Accountant (CA)/ Statutory Auditor (as applicable), in support of meeting the financial eligibility criteria shall be required to be submitted.

- d) However, Bidder placing Bid for more than one Categories has to fulfill the aggregate criteria for Annual Turnover of the relevant categories.
- e) For proprietary/partnership Companies, copies of Income Tax returns with full details of turnover should be enclosed. A summarized sheet of turnover certified by registered CA should also be enclosed
- f) For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements, provided the Bidder has at least fifty one percent (51%) equity in each company whose accounts are merged in the audited consolidated accounts.
- g) Bidder shall furnish documentary evidence as per the Annexure 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.
- h) Participants shall have to give a declaration (Annexure-17) to the effect that they fulfil the terms and conditions of eligibility. If the declaration to above effect were found to be false, the eligibility would be considered null and void.

### 3.8.4 **START-UP –**

The Nodal Agency, MPUVNL has decided to promote MP based entrepreneurs/startups as per State Government's policy for promotion of entrepreneurs/startups. These entities should have DPIIT (Department of Promotion of Industry and Internal Trade, Govt. of India) recognition for doing business in the field of Renewable Energy and must have MP based GST registration to avail the benefits under this criteria.

- i. The entrepreneurs/ startups shall be required to submit their proposals online, on the MP Tenders portal. The startups are advised to refrain from submitting their Financial

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Proposal and leave it blank. This proposal should contain all the requisite documents as per the RFP except for Bid Security in Envelope – A. Startups shall be required to submit the list of projects installed and commissioned by them in the last five years along with completion or commissioning certificate. Furthermore, they shall be required to submit the latest turnover up to three (3) years (FY 2016-17, FY 2017-18 & FY 2018-19) since the incorporation of startup as applicable, supported with year-wise audited annual accounts duly certified by Chartered Accountant/ Statutory Auditor (if applicable) along with DPIIT recognition certification.

- ii. 5% of the capacity of Categories A to T shall be reserved for the entrepreneurs/ startups. After the discovery of L1 rate of each category, the entrepreneurs/ startups shall be asked to submit an undertaking stating the categories in which they are willing to work. They will be required to match the L1 rate for each of the selected categories.
- iii. The reserved quantity of work will be equally allocated to maximum of 5 startups, if available in respective category. In a situation where works are required to be allocated among multiple startups, they will be allotted in decreasing order of their combined total turnover of last three (3) years (FY 2016-17, FY 2017-18, FY 2018-19).
- iv. All such startup(s) should have DPIIT (Department of Promotion of Industry and Internal Trade, Govt. of India) recognition for doing business in the field of solar pump and must have MP based GST registration to avail the benefits under this criterion.
- v. EMD/Bid Security shall be exempted for all such startups.

### 3.9. CHECK-LIST:

- 3.9.1. To ensure that the online and hard copy (within 15 days of bid submission) submission of RFP is complete in all respects, check-lists for Envelope- A and Envelope- B, as mentioned in Section -V is required to be duly tick marked/ filled for the enclosures which are attached with the RFP document. The main envelope should only contain Envelope-A and Envelop-B 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 requirements, as per provisions of this RFP.

### 3.10. BID SUBMISSION BY THE BIDDER:

## **Request for Proposal for Drinking Water Solar Pumps**

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- 3.10.1. The Bidders are expected to read and examine all terms and conditions included in this document very carefully. MPUVNL reserves the right to seek clarification on the submitted Bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the Bid(s). Bidders are also expected to regularly check the RFP inviting authority's website for updates regarding this RFP.
- 3.10.2. The Bidders are required to carefully study all the Condition(s) of the RFP, the Specifications and the relevant Provisions of relevant International/ NABL/ BIS/ MNRE/ BEE/ CE Norms as applicable/ as the case may be, wherever necessary, before submission of their Proposal. The Technical particulars of the Material(s) & Equipment(s) offered must comply with the relevant Specifications. The Bidders are also required to keep track of amendments / updates of MNRE specifications for concerned systems. SPV Modules, Pumps & BOS should be of required specification and warranties as per Ministry of New & Renewable Energy (MNRE), Govt. of India, latest guidelines/specifications (2019). If any amendments are issued by MNRE in due course of time, in this context, then those shall be applicable under this RFP.
- 3.10.3. The Bid (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory and stamp of the Bidder's entity on each page of the Proposal.
- 3.10.4. All Pages of RFP Document must be uploaded on portal duly signed with Seal on each page by Authorized Signatory as Token of Acceptance. All formats/ annexures of the RFP documents must be completely filled (wherever required), duly signed with Seal, failing which the RFP may not be considered. Certificate of Authorization/ Power of Attorney from manufacturer must be enclosed.
- 3.10.5. The Authorized Signatory, as mentioned in the Bid, would be authorized to represent the Bidder in its dealings with MPUVNL. In case the bidder wishes to change the Authorized Signatory from the one identified at the RFP Stage, the Bidder would be required to furnish a fresh Power of Attorney in the name of the new Signatory.
- 3.10.6. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MPUVNL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- 3.10.7. Any Conditionality / deviations and variations in RFP shall not be allowed, except for in the situations of change in laws.

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

3.10.9. 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 – A:

The scanned self-attested copies of following documents have to be uploaded online in the appropriate folder on the portal. However, bidder shall also submit the physical copy (hard copy of all these documents:

- (i) Annexure 1: Covering Letter;
- (ii) Bid Security of requisite amounts mentioned in Table 7, (Clause 3.15);
- (iii) Bid Processing Fee;
- (iv) Annexure 7: Power of Attorney issued by the Bidder in favour of the authorized person signing the Bid, in the form prescribed in this RFP (Power of Attorney must be supplemented by Board Resolution to above effect for the company incorporated under Company Act 1956 or Company Act 2013);
- (v) Annexure 23: Consortium Agreement, if applicable;
- (vi) Annexure 26: Power of Attorney in favour of lead member of consortium, if applicable;

b. ENVELOPE – B:

The Bidder shall upload the scanned self-attested copies of the following documents in the appropriate cover folder on the portal

- (i) Annexure 2: General particulars about Bidder. Detailed Company Profile including Balance sheets, Profit & Loss Accounts, Turn-over etc. of last three years should also be submitted.
- (ii) Annexure 3: Acknowledgement of RFP.
- (iii) Annexure 8: Technical Eligibility Criteria Requirement
- (iv) Annexure 9: Financial Eligibility Criteria Requirement
- (v) Annexure 10 -A: Certificate of Relationship of Affiliate with the bidder
- (vi) Annexure 10 –B: Undertaking form

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- (vii) Annexure 13: Summary Table for Test Reports
- (viii) Annexure 14: Format for Undertaking by Equipment Supplier
- (ix) Annexure 17: Declaration
- (x) Certified-copy of the Latest Valid Income Tax Returns Certificate, if applicable, from the Income Tax Office of the circle concerned, Certified-copy of Sales Tax Registration Certificate from the Sales Tax / Commercial Tax Officer concerned
- (xi) Copy of Registration/Certification with relevant Department of the State/ Central Govt.
- (xii) Any other document other than prescribed, but which Bidder intends to submit.

### c. **Financial Bid**

- i. The financial bid shall cover all costs for this RFP as per Scope of Work given in this document. The rates quoted should be exclusive of taxes.
- ii. The Bidder shall upload rate sheet for the category(ies), he intends to bid. In case there is discrepancy in the rates submitted, the rates entered in words will prevail.
- iii. Rates quoted must be firm and fixed inclusive of all costs, to be incurred for undertaking works under Scope of Work under this RFP.

Rates once accepted shall be valid up to the Rate Validity Period. No deviation in the Terms and Conditions, Specifications of Material, Inspection clause, Terms & Conditions for Payments, etc., will be accepted.

- iv. No price escalation will be allowed. It shall be essential to quote rates including Warranty cum CMC excluding taxes, or else the Proposal shall not be accepted.
- v. The financial bid should be prepared considering above and using the formats given at Section-VII, ONLINE only, individually for each of the category of pump, and water storage RMPE TANKs, participated.

### 3.10.10. **METHOD OF BID SUBMISSION**

- a) Envelope- A & B – Self attested and Scanned copies of all the documents mentioned in Envelope A & B should be submitted online. However, selected bidder(s) have to submit the hard copy of all the documents uploaded under Envelope A preferably within 15 days from

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the online bid submission deadline.

- b) The Bidder has the option of sending the document mentioned in Envelope A, either by registered post or speed post or by hand delivery, so as to reach Nodal Agency. In case the document is shared via post/ courier, the bidder shall share its tracking details at [ceuvn@mp.gov.in](mailto:ceuvn@mp.gov.in) and [aee10.mpuvn1982@gmail.com](mailto:aee10.mpuvn1982@gmail.com) . The Nodal Agency would consider submission deadline for a bidder, on case to case basis, subject to delay occurring due to the postal / courier service inefficiencies. Nodal Agency shall not be responsible for any delay in receipt of the Envelope A thereafter. 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.
- c) In case any irregularity is observed/ found on opening of Envelopes, MPUVNL reserves the right to seek additional information/ clarifications from the Bidders, if found necessary. Non-submission or delayed submission of such additional information or clarifications sought by MPUVNL may be a ground for rejecting the Proposal. Strict adherence to the documents required to be submitted in Envelope – A, as per clause 3.10.9 shall be ensured, failure on this account may lead to rejection of Bid.
- d) No Proposal shall be accepted by Fax/ E-mail.
- e) The last date & time of submission of the technical proposals and other documents / papers is as mentioned in the RFP.
- f) If due to any reason the due date is declared a public holiday, Last date of submission /opening of Bid will be switched on to next working day at the same time.
- g) Direct or indirect canvassing on the part of the Bidder or Authorized Representative will lead to disqualification.

### 3.11. CLARIFICATIONS AND PRE-BID MEETING:

- 3.11.1. The Bidder may seek clarifications or suggest amendments to RFP by writing, through e-mail to Chief Engineer, MPUVN at the address, date and time mentioned in Bid Information Sheet.
- 3.11.2. The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), through video conferencing. Maximum two (2) attendee from each bidder shall be allowed to

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participate in pre-bid meeting. Such bidder shall send the details of attendee (s) as per annexure -24 to Chief Engineer, MPUVN by the date mentioned in Bid Information Sheet.

3.11.3. The Link of video conferencing and login details shall be sent to the attendees on the e-mail addresses provided by them as per annexure-24.

3.11.4. Such bidder(s) must send their queries, if any, to the e-mail address mentioned in Bid Information sheet at least 3 days of the date mentioned for Pre-Bid meeting in Bid information sheet.

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

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

### 3.12. **BID DUE DATE:**

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

### 3.13. **VALIDITY OF BID:**

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

### 3.14. **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.

### 3.15. **BID SECURITY:**

3.15.1. The Bidder shall furnish the interest free Bid Security for participating in this tender, as indicated

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in Table – 7 below:

**Table - 7: Bid Security/Earnest Money Deposit**

Categories	Bid Security/EMD (Lacs)	Categories	Bid Security/EMD (Lacs)
A	30	N	19
B	8	O	4
C	8	P	8
D	8	Q	2
E	17	R	2
F	12	S	3
G	2	T	2
H	8	U	5
I	8	V	5
J	20	W	7
K	6	X	10
L	8	Y	13
M	19	Z	16

However, Bidders placing Bid for more than one Category may furnish single Bid Security of total value of Bid Securities desired for those Categories (Explanation: Bidder placing Bids for A, D & F categories may furnish separate Bid Securities of INR 30 lakh, INR 8 lakh and INR 2 lakh for Categories A, D and F respectively or may furnish single Bid Security of INR 40 lakh of total value of Bid Securities for those Categories.)

3.15.2. The Bid Security shall be from a nationalized/ scheduled bank in the form of

Bank guarantee as per prescribed Annexure

Or

Deposit through RTGS transfer to the MPUVN's bank account.

In case of RTGS, the Bid Security amount should be credited in the Nodal Agency's bank account



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before the Online Bid Submission Deadline. In both the cases, bidders should opt for exemption of 'online payment of Bid Security on the portal' (while submitting the bid) and upload the scanned copy of Bank Guarantee or proof of payment through RTGS.

3.15.3. Desired Bid Security shall be furnished by every Bidder including or any Govt./ semi Govt./ PSU organizations/ agencies. However, start-up(s) and MSMEs registered with NSIC shall be exempted from Bid security fee. The initial validity of Bid Security shall be for a period of 120 days from the validity of financial bid with additional claim period of 3 months, which shall be extended by the Bidder on the advice of Nodal Agency, if required, at any time either before bid process is concluded or during Rate Validity Period of Agreement. Upon acceptance of LICA by Successful Bidder, Successful Bidder shall have to extend the validity of Bid Security (if furnished in the form of BG) till Rate Validity Period with additional claim period of 3 months beyond Rate Validity Period or furnish new bank guarantee of desired value with validity till Rate Validity Period and additional claim period of 3 months beyond Rate Validity Period.

3.15.4. Bid Security shall be returned to all other Bidders except Successful Bidders, within 15 days from date of acceptance of LICA by Successful Bidders.

3.15.5. 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

3.15.6. 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 LICA within 7 days from the date of its issue.

3.15.7 **Confirmation of BG** through Structured Financial Messaging System (SFMS)/ SWIFT While issuing the physical BG, the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank whose details are given below through secure

SFMS (in case of BGs issued from within India)

OR

SWIFT (in case of BGs issued from outside India)

<b>Account Holder Name</b>	M. P. Urja Vikas Nigam Ltd.
<b>Bank Name</b>	ICICI Bank Ltd.
<b>Bank Branch Address</b>	Shivaji Nagar, Bhopal
<b>Account No.</b>	656501700049
<b>IFSC Code</b>	ICIC0006565
<b>MICR Code</b>	462229012

The BG shall be issued from a nationalized/ scheduled bank located preferably in Bhopal, Madhya Pradesh, closest to the MPUVN's bank location. However, bidder may opt to issue the bank guarantee in other cities also:

- A. **BG issued in Bhopal:** Bidder must facilitate the collection of physical copy of the same from the issuing bank by the authorized representative of MPUVN, before the opening of the financial bid. Bidder has to send the details of issuing bank along with the address through e-mail at [ceuvn@mp.gov.in](mailto:ceuvn@mp.gov.in) and [aee10.mpuvn1982@gmail.com](mailto:aee10.mpuvn1982@gmail.com), after getting the details MPUVN shall communicate the name of the authorized representative to bidder. Authorization letter shall be issued by the bidder in the name of the person authorized by MD, MPUVN for collection of physical copy of BG from the bank.
- B. **BG issued outside Bhopal:** MPUVN will sought the confirmation of issuance of BG in his name by sending an e-mail to the issuing bank branch. MPUVN shall also send a instruction letter to the issuing bank, that the said bank guarantee once opened, in any circumstances shall not be cancelled without written consent of MPUVN. Issuing bank has to provide the confirmation of the same before the bid opening date. However, the bidder has to send the physical copy of BG through speed post or courier to the MPUVN's office preferably within the period of 15 days from the bid submission date. Bidder shall communicate the speed post/ courier tracking details through e-mail at [ceuvn@mp.gov.in](mailto:ceuvn@mp.gov.in) and [aee10.mpuvn1982@gmail.com](mailto:aee10.mpuvn1982@gmail.com) . The Nodal Agency would consider submission deadline for a bidder, on case to case basis, subject to delay occurring due to the postal / courier service inefficiencies.

### 3.16. PERFORMANCE BANK GUARANTEES (PBGs)

3.16.1. The Successful Bidder/Contractor shall furnish C-PBG from a nationalized/ scheduled bank, of value equivalent to 5% of value of Work Order excluding taxes in form of

FDR in favour of M.P. Urja Vikas Nigam Ltd., Bhopal through A/C of bidder

OR

Bank guarantee as per prescribed format (Annexure 5)

3.16.2. Submitted C-PBGs shall be valid till six (6) months from date of issue of work order with a further claim period of three (3) months or required to be extended as deemed necessary. The Contractor shall furnish C-PBG within fifteen (15) days from the date of issue of Work Order for each Work Order separately. Failure to submit C-PBG, as above, without sufficient justification shall be considered as denial to execute the Work Order. If the justification for non-submission of C-PBG is found unsatisfactory, the work order shall be cancelled, and a new work order shall be issued to the next qualified bidder for the same works to be carried out.

3.16.3. Contractor may submit higher value of C-PBG to take care of future work orders. It must be noted that, at any point of time, the amount of C-PBGs submitted to MPUVNL shall be more than or equal to 5% of cumulative value, excluding taxes, of all ongoing work(s) issued to Contractor.

3.16.4. In case Contractor has furnished more than one C-PBGs as per requirement, and no amount is blocked in such additional C-PBGs, the Bidder may request MPUVNL to return such additional C-PBGs provided.

3.16.5. Contractor shall be required to furnish O-PBG from a nationalized/ scheduled bank in the form of

FDR in favour of M.P. Urja Vikas Nigam Ltd., Bhopal A/C of bidder

OR

Bank guarantee as per prescribed format (Annexure -5) after Commissioning of the Project.

However, Contractor may plan to submit one O-PBG of desired combined value for all works getting commissioned in a month with an undertaking (Annexure 11) in that behalf.

3.16.6. For a particular work order, the O-PBG amount shall be reduced based on number of pumps successfully installed by the Contractor, in accordance with following table:

### **O-PBG**

Category	Slab I* (No. of Pumps)	Slab II* (No. of Pumps)	Slab III* (No. of Pumps)
A – P & U-Z	15	30	Balance
Q – T	3	6	Balance

- a) Slab I: 15% of value of installed pumps with subsequent annual reduction of 2% every year.
- b) Slab II: 12% of value of installed pumps with subsequent annual reduction of 1.40% every year.
- c) Slab III: 9% of value of installed pumps with subsequent annual reduction of 0.8% every year.

The O-PBG shall be valid till five (5) years for categories A-T, while for categories U-Z the O-PBG shall be valid till one (1) year, from the date of successful Commissioning of such work (s), with additional claim period of six (6) months. The Contractor shall furnish O-PBG within fifteen (15) days from the date of Commissioning.

Alternatively, the successful bidder may also opt for yearly O-PBGs of the required amount, to be renewed at the end of every year till 5 years for categories A-S and 1 year for categories U-Z, with an additional claim period of six (6) months

3.16.7. Nodal Agency shall release C-PBG to Contractor within fifteen (15) days from date of successful Commissioning of 100% (Hundred percent) of works in the Work Order.

### **3.17. LIQUIDATED DAMAGES (LD):**

3.17.1. In case of natural calamity or any reason beyond the control of Contractor such as site unavailability etc. or unavoidable circumstances, the work is not commissioned within the timelines as mentioned in Clause 7.21, MPUVNL may consider grant of extension at the sole discretion and approval of Managing Director, MPUVNL after having found the reasons to its satisfaction, submitted by contractor within the scheduled commissioning date as per work order. Delay in supply of any equipment by the related vendors, to whom the Bidder has placed

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order, shall not be considered as a reason for extension.

3.17.2. If there is delay in commissioning from timelines mentioned in Clause 7.21, then Contractor shall be liable to pay LD @0.5% of value of work not commissioned as per Work Order, per complete week of delay, up till 5 weeks from date of commissioning as mentioned in Work Order. If, the work(s) are not commissioned even after 5 weeks, then LD shall continue to be levied at the rate of 1.5% of value of incomplete works, up to a maximum of 10 weeks from the date of commissioning or extended date. If the delay goes beyond 10 weeks, then it shall lead to, apart from imposition of LD, to cancellation of works not commissioned as per the Work Order. The Contractor shall be termed 'Disqualified' for that Category, if delay in commissioning occurs for 6% of work as per work order. Such 'Disqualified' contractor shall not be eligible for any further work orders in that category under this RFP. Application of LD is illustrated in table below

Delay in commissioning beyond scheduled commissioning date or extended date	LD Applicable
Delay up to 5 weeks	0.5% per week of value of work(s) so delayed in the current Work Order
Delay >5 weeks up to 10 weeks	1.5% per week of value of work(s) so delayed in the current Work Order
Delay > 10 weeks	Cancellation of work(s) not commissioned. No further issue of work order in that category. C-PBG equivalent to that category will be forfeited.

3.17.3. MPUVNL shall offer work(s) cancelled under provisions of Clause 3.17.2 to other Contractor(s)/ Qualified Bidder(s) for their consent. In case, other Contractor(s)/ Qualified Bidder(s) refuses to accept such work(s), then it shall be executed in accordance with Clause 3.29.3 at risk and cost

3.17.4. **Penalty for refusal of work** - For all Categories, if the Contractor refuses to execute work(s) in a Work Order or fails to submit C-PBG within a stipulated timeline of 10 days from the LICA, following clauses shall be applicable:

a) MPUVNL shall reallocate the work (s) for the work order as per the “principles of work

allocation” under clause 5 of this RFP, subject to timely submission of C-PBG.

- b) Failure to submit the C-PBG, shall be considered as refusal to execute the work order. MPUVN reserves the right to terminate the agreement of the particular category, for which the work refused, in case of occurrence of Three (3) such refusals.
- c) A penalty of 25% of bid security shall be levied on every refusal for first two refusals. On occurrence of third refusal the MPUVN shall reserves the right to terminate the agreement for the particular category and forfeit the bid security.

3.17.5. In accordance with the provisions of Clauses 3.17.2 & 3.17.4 respectively, if in a Category the delay in commissioning is beyond 10 weeks for 6% work as mentioned in the agreement or number of refusal of work are three(3) , MPUVNL reserves the right to terminate the Agreement as per provisions of Clause 3.29.2 and forfeit the Bid Security.

### **3.18. PENALTIES FOR UNDER PERFORMANCE (Other than Breakdown Maintenance):**

3.18.1. If the Contractor fails to achieve satisfactory performance of the project at any date after Commissioning of Project, a notice shall be issued to the Contractor with a period of seven (7) days for removing the cause of such non-satisfactory performance in terms of minimum water discharge as per MNRE and mentioned in Annexure – 19 & 20. If the Contractor fails to remove the cause of such non-satisfactory performance within this period, penalty for each week of delay shall be imposed for sum of: -

- (i) First Week: 0.5% of value of work(s) for each day of delay;
- (ii) Beyond 1<sup>st</sup> Week: 1% of value of work(s) for each day of delay from the end of first week;
- (iii) If there is delay of more than four (4) weeks for more than one percent (1%) of the works commissioned by Contractor during Rate Validity Period, then MPUVNL shall not allocate any further work to such Contractor. Further, for every pump with delay of more than 4 weeks, corrective maintenance work could be done by MPUVN at risk and cost of Contractor.

3.18.2. In case of natural calamity or any reason beyond the control of Contractor or unavoidable circumstances, the maintenance work is not completed within seven (7) days as per provisions of Clause 7.20, MPUVNL may consider grant of extension after having found the reasons to its satisfaction, submitted by contractor within the scheduled time. In such cases, penalty as per provisions of Clause 7.20 shall be calculated beyond extended date.

### 3.19. OPERATION AND MAINTENANCE:

- 3.19.1. The performance of the System Supplied, Installed & Commissioned along with additional work shall be under Warranty by the Participant for a period of 5 years from the date of Commissioning of system at site. This Warranty shall be for a period of Five years from the date of Commissioning for the complete system.
- 3.19.2. During the course of aforesaid 5 years Warranty cum mandatory maintenance period, the Contractor(s) will service and maintain the systems. The Contractor will have to arrange all required instruments, tools, spares, components, manpower and other necessary facilities at his own cost.
- 3.19.3. The service personnel of the Supplier shall make half yearly maintenance visits, one such visit to be made in the period of May – June and the other visit in the period of November-December, till the completion period of comprehensive maintenance. The report has to be maintained. Apart from the monitoring, regular periodical maintenance of system has to be done. The report has to be maintained in a prescribed table format in a register maintained at the site which should contain Month, Inspection Date, Action taken against the Defects found in the System and Remarks of the representative of households along with signatures of both service Engineer and the farmer/ beneficiary. The detailed conditions are mentioned in clause 7.20.

### 3.20. CONTRACTOR'S DEFECT LIABILITY:

- 3.20.1. 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(s), the Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials at its own charge and cost if so desired by MPUVNL in writing.
- 3.20.2. 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 Contract.
- 3.20.3. 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 any damage to the project arising out of or resulting from improper operation or maintenance of the Project by the Contractor during operation and maintenance of the system.
- 3.20.4. The Contractor shall ensure that the PV Array, motor pump set and the Electronics, i.e., Maximum

Power Point Tracker (MPPT), Inverter for A.C. Motors (Appropriate Electronic Controller in case of B.L.D.C.) & Electronic Protections) are of same specifications as was mentioned in the Inspection cum Commissioning report as mentioned in Clause 8.3.2. During any stage of the Contract, if it is found that specifications of such equipment(s) differ from that mentioned in the Inspection cum Commissioning report, then agreement shall be terminated, and Contractor shall be debarred from participating in future tenders.

### **3.21. OPENING OF BID:**

3.21.1. Technical bid (Envelope -A and Envelope - B) of the Bidder shall be opened online at date and time as indicated in this RFP.

3.21.2. Financial bid (Online) of the Bidder shall be opened at date as indicated in this RFP.

3.21.3. Please refer clause 4.1 for detailed process of Bid opening.

### **3.22. RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:**

3.22.1. 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.

3.22.2. 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.

3.22.3. 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 – A, as per clause 3.10.9 shall be ensured, failure on this account may lead to rejection of Bid.

3.22.4. Nodal Agency reserves its right to vary, modify, revise, amend or change any of the terms and



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conditions of the RFP before Bid Deadline. The decision regarding acceptance of Bid by Nodal Agency will be full and final.

### 3.23. **ZERO DEVIATION:**

3.23.1. 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.

### 3.24. **EXAMINATION OF BID DOCUMENT:**

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

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

3.24.3. 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 whatsoever reasons, will not be considered. The cancellation/ alteration/ amendment/ modification in RFP shall not be accepted by Nodal Agency and shall invite rejection of such Bid(s).

3.24.4. 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.

3.24.5. The Comprehensive O&M of solar pump system shall include physical damage, wear, tear, overhauling, machine breakdown, appropriate insurance (if and as required), and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for parts for a period of 5 years. For avoidance of any doubts this responsibility would be applicable only on Solar Water Pumping System excluding bore well/Sump well etc.

### 3.25. **TAXES AND DUTIES:**

The Financial Bid should be excluding taxes, if any. Taxes, i.e., GST, shall be paid based on

invoicing.

### 3.26. **PROGRESS REPORT:**

3.26.1. Contractor shall have to commission the work(s) in Work Order within four (4) months from date of issue of work order, extendable to a maximum of 30 days from the date of commissioning mentioned in the work order, at sole discretion of Managing Director, MPUVNL. however, this period may further be extended at the sole discretion of MD, MPUVNL however, this period may further be extended at the sole discretion of MD, MPUVNL under extreme conditions. Specific work completion timeline shall be as specified in respective work order(s), depending upon quantity and location of works. The Contractor shall submit monthly progress report to Nodal Agency, Nodal Agency will have the right to depute his/their representatives to ascertain the progress of works at the premises of work of the Contractor.

### 3.27. **PROJECT INSPECTION:**

3.27.1. The Nodal Agency may inspect the progress of work, if so required, at any time.

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

3.27.3. Nodal Agency shall have the right to inspect the materials of solar water pumping system such as SPV panels, mounting structure, pumps, controller, cables, pipes etc. to confirm their conformity to the technical specifications and guidelines through approved agencies MNRE / MPUVN at the works of Contractor. In addition to this, and in accordance with the directives of MPUVN, New Delhi, the Nodal Agency/Authorised representative of Nodal Agency may pick a sample of Project component on random basis and have it tested at its own cost. Third party inspection of the Projects may be performed by MPUVNL at its own cost. However, in case, any discrepancy is found during inspection, then Contractor shall be liable to incur all costs for removing/rectifying the defects identified as a result of such inspection, and also the cost of inspection.

### 3.28. **FORCE MAJEURE:**

- 3.28.1. 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, freight embargoes, etc. Whether a force majeure situation exists or not, shall be decided by Nodal Agency and its decision shall be final and binding on the Contractor and all other concerned.
- 3.28.2. 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.
- 3.28.3. If a force majeure situation arises, the Contractor shall notify Nodal Agency in writing promptly, not later than Seven (7) days from the date such situation arises (in case, communication is not possible to Nodal Agency, Contractor shall notify Nodal Agency not later than one (1) day from the day when communication system will be restored). The Contractor shall notify Nodal Agency not later than three (3) days of cessation of force majeure conditions. After examining the cases and associated facts, Nodal Agency shall decide and grant suitable additional time for the completion of the work, if required.
- 3.28.4. Failure of such bidder in timely intimating Nodal Agency will suspend its right for any relief otherwise eligible under such force majeure conditions.

### 3.29. **VALIDITY & TERMINATION OF AGREEMENT:**

- 3.29.1. 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.
- 3.29.2. The Nodal Agency may terminate the Agreement in the event of occurrence of following events:-
- a) At any instance, if it is discovered that the Contractor has used sub-standard material/system components in execution of the work (in variance with the standards and specifications under this RFP);
  - b) If, in the opinion of the Nodal Agency, the Contractor fails to commission the work beyond 6% of work within the time specified in the Work Order or within the period for which extension has been granted by Nodal Agency to the Contractor.
  - c) If the Contractor fails to furnish or replenish Bid Security/PBG(s) within specified time as per

## Request for Proposal for Drinking Water Solar Pumps

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provisions of this RFP;

- d) If in the opinion of Nodal Agency, the Contractor fails to comply with any of the provisions of this Agreement.

3.29.3. Subject to the provisions of Clauses, if the Contractor is found unable/refuses to complete given works within specified time period mentioned in Work Order issued for that Project, Nodal Agency will be free to purchase the balance goods from elsewhere with a notice to the Contractor and carry out the work, but at Contractor's cost and risk. The goods or any part thereof which the Contractor has failed to supply or if not available, the best and nearest available substitute thereof, shall be purchased and work executed by the Nodal Agency. Any loss or damage that the Nodal Agency may sustain due to such failure on the part of the Contractor, recovery of such loss or damage shall be made as per provisions of Clauses 8.6 and 8.7.

3.29.4. In case of termination of the Agreement, Bid Security of the Contractor shall be forfeited, and the Contractor shall be responsible for fulfilling all obligations required for operation and maintenance of works having attained Completion.

### 3.30. **APPLICABLE LAW:**

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

### 3.31. **SETTLEMENT OF DISPUTE:**

3.31.1. 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.

3.31.2. 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 on the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. All disputes will be settled in the High Court of MP. No arbitration proceedings will commence unless such notice is given.

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

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

**3.32. LANGUAGE:**

3.32.1. 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.

**3.33. OTHER CONDITIONS:**

3.33.1. 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.

**3.33.2. AMENDMENT:**

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

**3.33.3. SUCCESSORS AND ASSIGNS:**

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

**3.33.4. SEVERABILITY:**

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

### 3.33.5. PRICE PREFERENCE:

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

### 3.33.6. 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
      - a) 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
      - b) 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.

### 3.33.7. DEBARRED FROM PARTICIPATING IN NODAL AGENCY'S TENDER

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

### SECTION-II

#### BID EVALUATION

#### 4. BID EVALUATION:

##### 4.1. BID OPENING

4.1.1. The Envelope A and Envelope B shall be opened online on date and time as mentioned in RFP.

4.1.2. The procedure for opening of the Proposals shall be as under:

- a) Main Envelope containing two (2) Envelopes A & B shall be opened and all the contents of the same will be downloaded.
- b) Envelope-A shall be opened first at the time and date mentioned in the RFP. Envelope B shall be opened only if Envelope A is found responsive (i.e., if the envelope contains all the documents as prescribed by this RFP)
- c) Envelope-B - TECHNICAL PROPOSAL" shall be opened, at the time and date mentioned in the RFP, only of those Bidders whose above Envelope-A have been found as per Terms & Conditions of RFP.
- d) FINANCIAL BID shall be opened at the time and date mentioned in the RFP, after establishing / ascertaining that Technical Information(s), Certification(s), Specification(s) and Clarification(s) thereof as received in Envelopes A & B are as per Terms & Conditions of RFP Documents.

##### 4.2. BID EVALUATION

The evaluation process comprises the following four steps:

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

##### 4.3. RESPONSIVENESS CHECK OF TECHNICAL BID:

4.3.1. The Technical Bid submitted by Bidder shall be scrutinized to establish responsiveness to the