

(A Government of Maharashtra Institution)



E-TENDER DOCUMENT FOR COMPETITIVE BIDDING

FOR

DESIGN, ENGINEERING, FABRICATION, SUPPLY, TRANSPORTATION, STORAGE, INSURANCE, ERECTION,
TESTING AND COMMISSIONING OF SOLAR STEAM COOKING SYSTEM FOR 1000 PERSON PER DAY WITH
05 YEAR CMC AT SHRI MAHALAXMI JAGDAMBA TEMPLE, KORADI, MAHARASHTRA, INDIA

TENDER NO: REN/SOLAR ROOF-TOP KORADI/2018/29

PUBLISHED BY

MAHARASHTRA ENERGY DEVELOPMENT AGENCY

(A Government of Maharashtra Institution)

Divisional Office, Nagpur

1st Floor, Milk Scheme Society, G.P.O. Chowk,

Civil Lines, Nagpur- 440 001.

Email: - domedanagpur@mahaurja.com

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Tel. No.:- 0712-2564256

eTender site – <https://mahatenders.gov.in>

INTRODUCTION

Increasing emission of greenhouse gases in the atmosphere is a global concern. Stabilization of greenhouse gas concentration in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system has become global objective. In this context in the year 1992, the “United Nations Framework Convention on Climate Change” (UNFCCC) was signed by over 150 nations. The climate convention was the base for the international co-operation with in the climate change area and India was one of the signatory of the same. Thereafter various protocols were prepared and agreed by signatory nations. Subsequent to this, in 2008, Govt. of India formulated National Action Plan on Climate Change (NAPCC) for integrated strategy for achieving key goals for climate change. On the basis of recommendation of NAPCC under the renewable energy technology program, Government of India has come out with Acts, policies and regulations to support renewable energy.

MEDA has been accorded the responsibility to install of solar steam cooking system in order to get efficient cooking arrangement for feeding the food to 1000 visitors/persons per day at the Temple . The project is proposed to be established on available land plot in Ma Jagdamba Temple, Koradi (MJT) to cater to the needs of Temple at Koradi, Nagpur. The project is envisaged to be set up as ‘Captive Grid Connected’ power plant owned by MJT Koradi.

NOTICE INVITING e-TENDER

Sealed Bids are invited by Maharashtra Energy Development Agency (MEDA), Divisional Office, Nagpur 1st Floor , Milk Scheme Society , G.P.O. Chowk, Civil Lines, Nagpur- 440 001., India for Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, Erection, Testing and Commissioning of Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, erection, testing and commissioning of solar steam cooking system for 1000 person per day with 05 year CMC at Shri Mahalaxmi Jagdamba Temple, Koradi, Maharashtra, India.

TENDER NO: REN/SOLAR ROOF-TOP KORADI/2018/29

| | |
|--|---|
| Cost of Bid Document | Rs.4,000/- (Rs. Four Thousand Only) (Non Refundable) should be paid online through respective portal. |
| Estimated cost of the project | Rs. 75 lakhs |
| Tender document | Available on https://mahatenders.gov.in site |
| Tender Document download | From 28.01.2019 |
| Pre Bid Meeting | 04.02.2019 at 12.30 Hrs. MEDA Division Office, Nagpur |
| Last Date for Submission of Bids online. | On or before 11.02.2019 upto 18.00 Hrs |
| Date & Time of opening of Technical Bid | 12.02.2019 at 18.00 Hrs. |
| EMD (Interest Free) | Rs. 75000 (Rs. Seventy Five thousand Only) in total should be paid online through respective portal. |
| Security Deposit | *3% of the total contract value as per date mentioned in Letter of Intent (LOI) by Demand draft in favor of “ Maharashtra Energy Development Agency (MEDA) ” payable at Nagpur from any nationalized/scheduled bank. |
| Address for communication and Venue for Tender opening | Divisional General Manager MAHARASHTRA ENERGY DEVELOPMENT AGENCY Divisional Office , Nagpur 1st Floor , Milk Scheme Society , G.P.O. Chowk, Civil Lines, Nagpur- 440 001. |

MEDA reserves the right to cancel and / or change the bidding process at any stage without assigning any reason. MEDA reserves the right to reject any or all of the bids received at its discretion, without assigning any reasons whatsoever.

Issued by
Divisional General Manager, MEDA

If any technical difficulties arise while filling up e-tender, please contact on toll free No. 1800 3070 2232 at NIC. It is compulsory to pay tender document fee, EMD through E-payment SBI Net Banking.

LETTER OF INVITATION

To,

Date:

Sub: Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, Erection, Testing and Commissioning of Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, erection, testing and commissioning of solar steam cooking system for 1000 person per day with 05 year CMC at Shri Mahalaxmi Jagdamba Temple, Koradi, Maharashtra, India.

Dear Sir,

1. Pursuant to your application in response to our Notice Inviting Tender (NIT) for the EPC contract for the above scope, we are pleased to issue a Bid Document against receipt of Rs 3000/- (Rupees Three Thousand Only) (Non Refundable) should be paid online through respective portal.
2. Bidder may please note the following:
 - i. This bid document is not transferable.
 - ii. Though enough care has been taken while issuing the bid document, the Bidder should satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately in writing. If no intimation is received by this office from any Bidder within seven (7) days from the date of issue of bid document to him, then this office shall consider that the bid document complete in all respect have been received by the Bidder.

Place: Nagpur

Divisional General Manager
MAHARASHTRA ENERGY DEVELOPMENT AGENCY
Divisional Office , Nagpur
1st Floor , Milk Scheme Society , G.P.O.
Chowk, Civil Lines, Nagpur- 440 001.

Date:

GLOSSARY

- 1.1. In the contract the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them.
- 1.1.1 "Affiliate" shall mean a company that either directly or indirectly controls or is controlled by or is under common control with, a Company (Owner) developing a project and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company.
- 1.1.2 "Approval" shall mean the written approval of the Owner and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- 1.1.3 "Bid(s)/Tender(s)" means the Technical & Price bid submitted by the Bidder in response to the Tender issued by Owner.
- 1.1.4 "Bid Document" means the complete set of documents attached hereto including all Annexures, forms and Bid amendments, if any.
- 1.1.5 "Bidder" means a Company or their legal representative who has received the Bid Document and is submitting the bid as per the terms and conditions herein.
- 1.1.6 "Bidding Process" shall mean the process adopted by Owner for awarding of the Contract including but not restricted to inviting Bids, selecting Bidders and adopting the terms and conditions stated in the Implementation Agreement.
- 1.1.7 "Bid Evaluation Sheets" shall mean the format of the Bid Parameters / Price Schedule provided along with the Tender Document.
- 1.1.8 "Bid Security / Earnest Money Deposit (EMD)" means the security provided by the Bidder to Owner along with the Bid as defined in this document.
- 1.1.9 "BIS" means The Bureau of Indian Standards, the National Standards Body of India, resolves to be the leader in all matters concerning Standardization, Certification and Quality
- 1.1.10 "BoM" Bill of Materials
- 1.1.11 "Capacity Utilization Factor" or "CUF" shall be based on actual capacity and shall have the same meaning as provided in CERC / RERC tariff order.
- 1.1.12 "Commercial Operation Date" with respect to the Project shall mean the date on which the Ground Mounted Grid Connected Solar Photovoltaic & Diesel Generator Power Plant is available for commercial operation and such date as specified in written notice given at least ten days in advance.
- 1.1.13 "Commissioning" shall mean the satisfactory, continuous and uninterrupted operation of the equipment/system as specified after all necessary initial tests, checks and adjustments required

at site for a period of at least 3 days to the satisfaction of the Owner and issuance of commercial operation certificate from RREC.

- 1.1.14 "Company" shall mean a corporate body incorporated in India under the Company Act, 1956.
- 1.1.15 The "Consultant" shall mean MITCON, who shall prepare EPC Tender Document which will include commercial requirements, technical specifications of the Solar Power Project, Assist in EPC Tender Process, Evaluation of EPC tender bids, Selection of EPC Contractor for Owner's solar cooking system at MJT Koradi, Nagpur , Maharashtra.
- 1.1.16 "Contract Period" shall mean 6 months (Six Months) from the date of Issue of work order up to Final Acceptance Certificate (FAC) and thereafter 05 (Five) years of Comprehensive Operation and Maintenance Contract for the project after completion of Final Acceptance Test.
- 1.1.17 "Day" means a calendar day beginning and ending midnight.
- 1.1.18 "Delivery of Equipment" means delivery in accordance with the terms of the contract complete in all respect, after approval by the Project Manager / Site-in-Charge.
- 1.1.19 "Detailed Drawings" means the execution drawings, which will be furnished by the Bidder for execution of the work that will form part of the contract.
- 1.1.20 "Final Acceptance Test" means the plant performance shall be observed on real live condition for a period of 15 days on continuous basis for trouble free operation, on completion of which the plant shall be accepted by the Owner and handed over to the Bidder for Comprehensive Operation And Maintenance for a period of 05 years.
- 1.1.21 "Grid Interactive" means a grid connected system which can feed in power to the grid as per the relevant Indian grid standards
- 1.1.22 The "Government" shall mean the Government of Maharashtra or the Government of India, as the case may be
- 1.1.23 "IEC" means International Electro Technical Commission; is the world's leading organization that prepares and publishes International Standards for all electrical, electronic and related technologies
- 1.1.24 "Joint Venture" shall means a contractual agreement joining together two or more parties for the purpose of executing a particular business undertaking.
- 1.1.25 "Manufacturer" refers to the party proposing to design / engineering and construct as specified complete at their works/premises.
- 1.1.26 "Net Worth" means (Paid up Share Capital + Reserves – Revaluation Reserves – Intangible Assets - Miscellaneous Expenditures to the extent not written off and carry forward losses).
- 1.1.27 "Implementing Agency" means Maharashtra Energy Development Agency (MEDA), MHADA Commercial complex, II floor, Opp. Tridal Nagar, Yerawda, Pune- 411006.

- 1.1.28 "Owner" shall mean Ma Jagdamba Temple, Koradi, Nagpur.
- 1.1.29 "Plant, Equipment, Machinery, Material" means and includes plant and machineries to be provided under the contract.
- 1.1.30 "Project" refers to : Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, Erection, Testing and Commissioning of Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, erection, testing and commissioning of solar steam cooking system for 1000 person per day with 05 year CMC at Shri Mahalaxmi Jagdamba Temple, Koradi, Maharashtra, India
- 1.1.31 "MAHAGENCO" means Maharashtra State Power Generation Company.
- 1.1.32 "MAHATRANSCO" means Maharashtra State Transmission Company.
- 1.1.33 "Smart Grid" means a digital network that unites electrical providers, power – delivery systems and customers, allow two way communication between the utility and its customers.
- 1.1.34 "Specifications" means collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions and attachments thereto and list of corrections and amendments.
- 1.1.35 "Sub-Contractors" refers to a party or parties having direct contract with the Bidder and to whom any part of the contract has been sublet by the Bidder with the consent in writing of the Project Manager / Site-in-Charge.
- 1.1.36 "System Integrator" is a person or company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together.
- 1.1.37 "Tender Drawings" refers to the drawings made part of the tender document.
- 1.1.38 "Tests on Completion" shall mean all such tests as are prescribed by the specification to be made by the Bidder to the satisfaction of the Owner before the plant and equipment are taken over by the Owner and this also includes those tests not specifically mentioned in the specification but required under various BIS codes and relevant Electricity Acts and Rules. The Bidder has to show the report to the Owner on the test site conditions.
- 1.1.39 "Week" means seven (7) consecutive calendar days.
- 1.2. The terms and expressions not herein defined shall have the same meaning as assigned to them in the Indian Sale of Goods Act, 1977 or any such Act as the case may be.

DISCLAIMER

The information contained in this Bid document (the "BID") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Owner or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid and such other terms and conditions subject to which such information is provided.

This Bid is not an agreement and is neither an offer nor invitation by the Owner to the prospective Bidders or any other person. The purpose of this Bid is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this Bid. This Bid includes statements, which reflect various assumptions and assessments arrived at by the Owner in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid may not be appropriate for all persons, and it is not possible for the Owner, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid. The assumptions, assessments, statements and information contained in this Bid, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid and obtain independent advice from appropriate sources.

Information provided in this Bid to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Owner accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Owner/ Implementing agency, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid or arising in any way in this Bid Stage.

The Owner/ Implementing agency also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid.

The Owner/ Implementing agency may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid.

The issue of this Bid does not imply that the Owner/ Implementing agency is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the

Owner/Implementing agency reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Owner or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Owner shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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REQUEST FOR PROPOSAL- PART I

SECTION – 1: INSTRUCTIONS TO BIDDER

1. GENERAL INSTRUCTIONS

- 1.1 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information required as per the bid document must be furnished and the Annexure contained herein should be duly filled in. Failure to provide the information as required may render the bid technically unacceptable. The bid shall be submitted in English Language only.
- 1.2 The bidder in quoting his rate shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his bid document. The bidder is required to satisfy himself in all respect, before the submission of offer.
- 1.3. The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his bid. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Bidder from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is 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 he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Bidder shall be deemed to have visited site and surroundings, to have satisfied him to the working conditions at the site, nature and conditions of rock and soil, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store godowns etc and all other factors involved in the execution of works.
- 1.4. The e-tender document will be available on <https://mahatenders.gov.in> and on MEDA website <http://www.mahaurja.com> site for view purpose only. No alterations or modifications shall be made in the Tender document / Annexure that form part of the contract document.
- 1.5. All the bidders should submit their tenders online on the website <https://mahatenders.gov.in> only. The bidders shall be fully responsible for proper submission of bids on the said website. The Any communication in any form shall not be entertained by the MEDA regarding bid submission on the said website. Tenders received by post /courier/by hand will not be accepted. The bidders shall submit their tender related queries only by email to dgmnapur@mahaurja.com
- 1.6. The bid document submitted shall be the property of the Implementing Agency.
- 1.7. The Bidder must visit the site at his cost and take first hand information related to the contract and access the actual quantity of work involved, site conditions and all other aspects of the site before submission of offer.

- 1.8. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his bid.
- 1.9. Implementing agency does not bind him to accept the lowest or any of the bids and reserves the right to accept any bid or reject any or all bids without assigning any reasons thereof.
- 1.10. The Bidder should ensure that all information / documents asked in the bid document has been attached / enclosed in appropriate envelopes. Failure to furnish relevant information and documentary evidences as stipulated in the offer document or submission of an offer that is not substantially responsive to the offer document in all respects shall be summarily rejected.
- 1.11. The tendering process will be electronic tendering process.
- 1.12. The offer should be submitted in two parts as follows:

| | |
|-----------|---|
| Envelop 1 | Qualifying Requirements and Technical Offer |
| Envelop 2 | Price Offer |

- 1.13. All the technical documents mentioned below must be upload in SINGLE PDF format only in the following sequence strictly on <https://mahatenders.gov.in> portal.
- 1.14. Envelop 1: Qualifying Requirements and Technical offer :-

Eligibility Criteria:

- The Bidder shall give an undertaking (on Rs.100/- Stamp Paper) that the information & document submitted in the offer are correct & authentic (Annexure 1)
- Having experience of installation and commissioning of solar cooking system for at least 1500 person within last 5 year.
- Net Worth/Turnover as per audited last financial year should be minimum 1 Crore (Positive).
- Address and contact persons with Mob no & mail ID at Nagpur Service Centre
- Power of Attorney executed in the name of the Authorized Signatory by the duly authorized official of the firm (Annexure 2)
- Declaration Sheet for Qualifying Requirements, Technical, Price Bid of the bid.
- Experience Certificate and supporting documentary evidences
- Annual Reports / Balance Sheets and IT returns for last three latest financial years
- GST certificate,

- PAN card.
- Detailed Technical Description of the proposed solar cooking system as per IEC standard.
- Warranty / Guarantee Clauses for all major Balance of Systems etc.
- Details regarding Technical Competence, Qualification and number of different grades of personnel to be posted at site along with proposed Operation & Maintenance Schedule for a period of 5 years **with insurance of Project including all taxes GST etc.**
- Detailed Technical Specifications of solar cooking system.
- Original copy of the tender document duly signed, with official seal on each page
- Bidders forwarding regarding acceptance of terms & conditions on Annexure 8 and bank details of company on bidders letterhead.

Envelope – 2: Price Bid document: (Bid submitted without the followings shall be liable for rejection):

| | |
|---|--|
| Bid Form Price solar cooking system on Company's letterhead duly signed by the Authorized Signatory, Name and Designation of Authorized Signatory. (Annexure 5) | |
|---|--|

- 1.15. Bidder shall be required to submit Earnest Money Deposit (EMD) of Rs. 75000 (Rupees seventy five thousand Only) **should be paid online through respective portal**. No Interest will be payable on EMD. In absence of EMD the bid will be rejected.
- 1.16. Forfeiting of EMD- The EMD paid or submitted by the Successful Bidder shall be forfeited if:
- In any case if the bidder withdraws his tender before finalization of work order.
 - The Successful Bidder does not accept work order/LOI within stipulated period assigned.
 - The Successful Bidder violates any of the provisions of the terms and conditions of this tender.
 - The Successful Bidder fails to deposit requisite Security deposit.
 - The Successful Bidder fails / refuses to execute the order as herein, the bidder shall be deemed to have abandoned the contract & such an act shall amount to and be construed as the bidders calculated and wilful breach of contract, the cost and consequence of which shall be to the sole account of the bidder and in such an event the MEDA shall have full right to claim damages thereof in addition to the forfeiture of EMD.
- 1.17. Security Deposit
- The Successful Bidder shall furnish Security deposit at *3% of the total project cost as per date mentioned in Letter of Intent by demand draft of any nationalized bank in favor of Maharashtra Energy Development Agency, Nagpur.

***Additional Security Deposit (SD) clause:-**

- If bidder quotes within the limit of -20% to +10% of the tender estimated cost, the Security Deposit (SD) of 3% of contract value is to be deposited.
- If bidder quotes below 20%, then bidder has to submit Security Deposit (SD) as mandatory 3% + additional percent with respect to percentage below 20% of the total contract value. For ex. If Bidder quotes -24% then bidder has to submit 3% mandatory + 4% additional = 7% of the total contract value as security deposit (SD).
 - Failure to comply with the terms of security deposit shall result into cancellation of work order without any further reference to the Successful Bidder and the EMD shall be forfeited.
 - The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the MEDA, if the Successful Bidder either fails to execute the work of above projects or fails to fulfil the contractual obligations or fails to settle in full his dues to the MEDA.
 - In case of premature termination of the contract, the SD will be forfeited and the MEDA will be at liberty to recover the loss suffered by it & if additional cost is to be paid, the same shall be recovered from the Successful Bidder.
 - The MEDA is empowered to recover from the SD for any sum due and for any other sum that may be fixed by the MEDA as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.
 - The security deposit shall be released to the bidder only after contract is completed to the satisfaction of the MEDA on request application of bidder within 06 months from the date of final project completion report.

1.18. All pages of bid and supporting documents etc. are to be signed by authorized signatory and company seal should be affixed on each page. In case of non-compliance, offer is liable for rejection.

1.19. If any of the last date mentioned in this document remains as Maharashtra government holiday, the next working day will considered as the last date.

1.20. The joint venture for said project are not allowed.

1.21. EMD of unsuccessful Bidders will be returned after awarding of contract.

1.21.1 The EMD of a successful bidder will be retained till the deposit of security deposit and returned after submission of security deposit on request application of agency.

1.21.2 The successful Bidder has to submit Contract Performance Security.

1.21.3 The Bidder shall be required to keep his offer valid for at least 180 days from the date of opening of bid, for acceptance.

2. QUALIFICATION CRITERIA FOR BIDDER

2.1. Bidder should have Experience of installation and commissioning of solar cooking system for 1500 person within last 5 years ending last day of the previous month.). **The experience certificate duly signed by officer of concern department is mandatory to attached along with copy work order.**

- 2.2. Bidder should have minimum 1 Crore positive Net Worth/Turnover of last financial year(**enclose details.....**)..

3. DEADLINE FOR SUBMISSION OF OFFERS

- 3.1. Bids must be received by Divisional General Manager, Maharashtra Energy Development Agency (MEDA), Divisional Office , Nagpur 1st Floor , Milk Scheme Society , G.P.O. Chowk, Civil Lines, Nagpur- 440 001. on or before the date and time specified in the Notice Inviting Tender / this bid document.

4. LATE OFFERS

- 4.1. The Bids received after the deadline for submission of offers shall be rejected. Implementing agency is not responsible for any delay or non submission of Bids within time limit due to internet issues etc.

5. LANGUAGE OF OFFER

- 5.1. The language of the Bid prepared by the Bidder, as well all correspondence and documents relating to the bid exchanged by the Bidder and the Implementing agency, shall be English language only.

6. VALIDITY OF OFFER

- 6.1. The offer shall remain valid for a period of 180 days from date of opening of the bid.
- 6.2. The bid and the prices schedule included shall remain valid for a period of 180 days initially from the date of opening of the bid within which period the Bidder shall have no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the Bidder revoking or canceling his offer or varying any term in regard thereof, MEDA shall forfeit the earnest money paid by him along with the offer. Offer may however be revised or revalidated for extended period as required by implementing agency in writing.

7. SIGNING OF OFFER

- 7.1. The offer should be signed by the authorized signatory and sealed by the Successful Bidder. The necessary power of attorney required for authorized signatory should be enclosed with the offer. The offer shall contain no erasures or overwriting except as necessary to correct errors made by the Bidder. Such corrections, if any, shall be initialed by the person(s) signing the offer.

8. CLARIFICATION OF BID DOCUMENT FROM BIDDER

- 8.1. Any Bidder requiring any clarification of the bid document may notify Implementing agency in writing or by fax / email till seven (7) days from the sale of Bid Documents.

9. AMENDMENT TO THE BID DOCUMENT

9.1. At any time prior to the opening of the bid, Implementing agency reserves the right, whether at its own initiative or in response to a clarification requested by any Bidder, to modify the bid document by amendments.

9.2. The amendments will be notified in writing or by fax / email to all prospective Bidders, who have purchased the bid document and will be binding on them. Implementing agency will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

10. COST OF BIDDING

10.1 The Bidder shall bear all cost associated with the preparation and submission of its bid, and Implementing agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the process.

11. PROCEDURE FOR OPENING OF BIDS

11.1. Qualifying Requirements and Technical Offer shall be opened at the time, date and address mentioned in the NIT, in the presence of Bidders who wish to be present during opening of bid.

11.2. Bids for which a notice of withdrawal has been submitted shall not be opened.

11.3. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

11.4. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Implementing agency may, in his sole discretion, exclude the relevant document from computation of the eligible score of the Bidder.

11.5. The technical bids shall be evaluated by the Implementing agency for assessing responsiveness, Bidder's qualification and technical capability confirmation. The Bidders whose technical bids are declared as technically responsive and qualified shall be informed accordingly and their Price bids shall be opened.

11.6. The Bidders whose technical bids do not qualify, their Price Bids shall not be opened.

11.7. Price Bid opening date shall be conveyed in writing by fax or e-mail.

11.8. In the event, that the Bidder claims credit for an eligible project, and such claim is determined by the Implementing agency as incorrect or erroneous, the Implementing agency shall reject such claim and exclude the same from computation of the eligible score, and may also, while computing the aggregate experience score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, the Implementing agency reserves the right to reject the Bid.

12. CONFIDENTIALITY

12.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially

concerned with the process or is not a retained professional advisor advising the Implementing agency in relation to or matters arising out of or concerning the Bidding Process. The Implementing agency will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Implementing agency may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Implementing agency or as may be required by law or in connection with any legal process.

13. TESTS OF RESPONSIVENESS

13.1. Prior to evaluation of Bids, the Implementing agency shall determine whether each Bid is responsive to the requirements of the Bids. The Bid shall be considered responsive only if:

- a. Adhere to the work completion schedule strictly.
- b. It is digitally signed and submitted within time frame.
- c. It is accompanied by the Power of Attorney as per Annexure 2.
- d. It contains all the information and documents (complete in all respects) as requested in this Bid;
- e. It contains information in formats same as those specified in this Bid;
- f. Confirm to all the specified commercial conditions, namely
 - i. Contract Performance Security
 - ii. Terms of payments

Bids not considering not responding to the above requirements shall be treated as “**Non – Responsive**”. Any deviation in these essential terms and conditions of the bid shall not be accepted. Such bids will be rejected and will not be considered further in the evaluation.

13.2. The Implementing agency reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Implementing agency in respect of such Bid.

14. CLARIFICATION OF BIDS DURING EVALUATION

14.1. During evaluation of the Bids, the Implementing agency may, at his discretion, ask the Bidder for a clarification of their Bid. The request for clarification and the response shall be in writing and no change in the prices or substance of the bid shall be sought, offered or permitted.

15. BID EVALUATION CRITERIA AND COMPARISON OF BIDS

15.1. The Implementing agency will examine the bid to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bid is generally in order.

- 15.2. Arithmetical errors will be rectified on the following basis. If there is discrepancy between word and figures, the amount in word will prevail. If the bidder/s do not accept the correction of the errors, such bids will be rejected and the bid security, may be forfeited.
- 15.3. Implementing agency will award the contract to the successful L1 bidder whose bid has been determined to be the lowest evaluated bid after all corrections / loading if any. **The Bid shall be evaluated based on the Quoted Project Cost inclusive of Comprehensive Operation And Maintenance for 10 Years with insurance of Project including all taxes GST etc Cost for 5 Years. The lowest project cost offered bidder will be considered as L1 bidder.** (The bidder have to quote the price inclusive of all of taxes)
16. In the event that two or more Bidders quote the same amount (the "Tie Bidders"), the Implementing agency reserve the right to finalized the bid according to the their work experience.

17. IMPLEMENTING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 17.1. The Implementing agency reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidder's or any obligation to inform the affected Bidder or Bidder's.

18. FRAUD AND CORRUPT PRACTICES

- 18.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Implementing agency may reject the Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 18.2. Without prejudice to the rights of the Implementing agency, if the Bidder is found by the Implementing agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or Bid issued by the Implementing agency during a period of 2 (two) years from the date such Bidder is found by the Implementing agency to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 18.3. The following terms shall have the meaning hereinafter respectively assigned to them:
- a. **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Implementing agency who is or

has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Implementing agency, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Implementing agency in relation to any matter concerning the Project;

- b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Implementing agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

19. NOTIFICATION OF AWARD

- 19.1. Prior to the expiry of the period of Bid validity, the Implementing agency will notify the successful Bidder in writing by registered post as well as email, that their bid has been accepted.
- 19.2. The notification of award will constitute the formation of the contract. Upon the successful Bidder furnishing the performance guarantee, the Implementing agency will return / discharge the EMD to all the un-successful Bidder/s.

20. CONTRACT AGREEMENT

- 20.1. After the evaluation process is completed, the Implementing agency shall notify to the successful Bidder for signing of contract agreement including Turnkey EPC and 10 years O&M Agreement.
- 20.2. Within Ten (10) days of the notification, the successful Bidder shall sign the contract. The signing the contract agreement shall evidence the final acceptance of all terms and conditions and their due compliance by the successful Bidder.

20.3. In case successful bidder fails to sign the contract as per condition in LOI, OR fails to submit the required Security deposit, Implementing agency shall have right to forfeit the EMD and invite the other Bidder for signing of the Contract.

20.4. All the expenses towards execution and distribution of copies of contract agreement shall be borne by the Bidder.

21. DEVIATIONS

- a. The Implementing agency desires that the Successful Bidder shall perform all the works strictly in accordance with the requirements stipulated in this bid specification. The Implementing agency further desires that the Bidder shall abide by all the terms and conditions of this bid specification without any deviations.

22. PRESENTATION BY BIDDER

22.1. Bidders are encouraged to make presentations to Implementing agency including literature & videos of their successfully executed projects worldwide with details of performance of the project, location & layout, manpower deployed, funding mechanisms, monitoring tools, execution timelines, lessons learned during execution and O&M and other details. Presentations may be made any time after the last date of sale of bid document based on discussions with implementing agency. A copy of the presentation as well as any data shared with implementing agency, at the presentation including literature shall be given to Implementing agency on the day of the presentation.

23. CURRENCY

23.1. The Bidder must quote all the prices in price offer in Indian Rupees (INR) Only.

24. TURN OVER & NET WORTH CALCULATION

24.1. Net Worth shall be calculated as follows.

Net Worth = Paid up Share Capital + Reserves – Revaluation Reserves – Intangible Assets - Miscellaneous Expenditures to the extent not written off and carry forward losses.

The net certificate is duly certified by Chartered Accountant.

25. COMMUNICATION

25.1. Any communication including the clarification for the Bid is to be submitted to MEDA, whose address is given below so as it reaches before seven (7) days of the last date of Bid Submission.

Divisional General Manager, MEDA Divisional Office , 1st Floor , Milk Scheme Society , G.P.O. Chowk, Civil Lines, Nagpur- 440 001.

26. OTHERS

26.1. Any other specifications / works which are not specifically included in the bid document but necessary for completion of solar cooking system under the contract shall be the sole

responsibility of the Bidder and the same shall be borne by the Bidder. Implementing agency will not release any additional amount in any event after signing of Contract with successful Bidder.

REQUEST FOR PROPOSAL – PART II

SECTION – 2: COMMERCIAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1.** Commercial Conditions of Contract shall be read in conjunction with General Conditions of the Contract, Scope of Work, Deliverables and any other document forming part of this contract wherever the contract so requires.
- 1.2.** Notwithstanding the subdivision of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3.** Where any portion of the General Conditions of the Contract repugnant to or at variance with any provision of Commercial Conditions of the Contract, then unless a different intention appears, the provision(s) of the Commercial Conditions of Contract shall be deemed to override the provisions of General Conditions of the contract only to the extent that such repugnancies of variations in the Commercial Conditions of the Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.4.** The materials, designs and workmanship shall satisfy the applicable relevant Indian & International Standards, the job specifications contained herein & codes referred to. Where the job Specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5.** The manpower deployed for the project shall be qualified, experienced in the similar field and number of people shall be sufficient to carry out the activities without any delay.

2. SCOPE OF WORK

- 2.1.** The Bidder is responsible Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, Erection, Testing and Commissioning of Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, erection, testing and commissioning of solar steam cooking system for 1000 person per day with 05 year CMC at Shri Mahalaxmi Jagdamba Temple, Koradi, Maharashtra, India.
- 2.2.** The scope of all the work related to installation of solar cooking system..
- 2.3.** The civil construction work
- 2.4.** The scope shall include the following also:
 - All relevant drawing, data sheets, technical catalogues on each piece of equipment / devices and type test certificates.
 - Materials and accessories, which is necessary or useful for satisfactory and trouble-free operation and maintenance of the above equipment.

- Air conditioners along with required accessories for Control room for maintaining specified temperatures in equipment / store / office areas.
- The item of work to be performed on all equipment and accessories shall include but not be limited to the following:
 - i. Transportation, unloading, receiving and storage at site.
 - ii. Arranging to repair and/or re-order all damaged or short-supply items
 - iii. Final check-up of equipment and commissioning and putting the system into successful operation for carrying power from plant to DISCOM which is within the premises of MJT / nearby from the proposed solar Power plant.

2.5. All the approvals, listed below but not limited to, related to solar cooking system at MJT Complex , Koradi are in the scope of Bidder.

- In order to import any items, associated with the Solar cooking system from abroad or from any other state in India, Contractor shall have to arrange any clearance, permission, if required at his own risk and cost, from any Government (State Government & Central Government) controlled organization for transportation of materials from manufacturing shop to delivery at Site.
- All necessary approvals require for commissioning of said system is in the scope of bidder.

2.6. The Bidder has to clearly understand the scope of work before quoting the bid & signing of Contract Agreement. Implementing agency will not responsible for any confusion of Bidder regarding Scope of Work. Implementing agency will not release any additional amount in any event after signing of Contract with successful Bidder.

3. CONTRACT AGREEMENT

3.1. The works should be executed as a single contract, inclusive of supply and service portions.

4. OBLIGATIONS OF THE BIDDER

4.1. Subject to and on the terms and conditions of this Agreement, the Bidder shall undertake the survey, investigation, design, engineering, procurement, construction, and maintenance of the Project and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.2. The Bidder shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

4.3. The Bidder shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

4.4. The Bidder shall remedy any and all loss or damage to the Project from the Appointed Date until the end of the Construction Period at the Bidder's cost, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Implementing agency.

4.5. The Bidder shall remedy any and all loss or damage to the Project during the Defects Liability Period at the Bidder's cost to the extent that such loss or damage shall have arisen out of the reasons.

4.6. The Bidder shall remedy any and all loss or damage to the Project during the Maintenance Period at the Bidder's cost save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the Implementing agency or on account of a Force Majeure Event.

4.7. Bidder's Personnel

- a. The Bidder shall ensure that the personnel engaged by it or by its Subcontractors in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.
- b. The Implementing agency's Engineer may, for reasons to be specified in writing, direct the Bidder to remove any member of the Bidder's or Subcontractor's personnel. Provided that any such direction issued by the Implementing agency's Engineer shall specify the reasons for the removal of such person.
- c. The Bidder shall on receiving such a direction from the Implementing agency's Engineer order for the removal of such person or persons with immediate effect. It shall be the duty of the Bidder to ensure that such persons are evicted from the Site within 10 (ten) days of any such direction being issued. The Bidder shall further ensure that such persons have no further connection with the Works or Maintenance under this Agreement. The Bidder shall then appoint (or cause to be appointed) a replacement.

4.8. Advertisement on Project

The Project or any part thereof shall not be used in any manner to advertise any commercial product or services.

4.9. Bidder's care of the Works

The Bidder shall bear full risk in and take full responsibility for the care of the Works, and of the Materials, goods and equipment for incorporation therein, from the Appointed Date until the date of Provisional Certificate (with respect to the Works completed prior to the issuance of the Provisional Certificate) and/or Completion Certificate (with respect to the Works referred to in the Punch List), save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Implementing agency.

4.10. Electricity, water and other services

The Bidder shall be responsible for procuring of all power, water and other services that it may require.

5. SITE PARTICULARS

- 5.1.** The bidder must visit, visualize and clearly understand the Scope of Work the site conditions before submission of price bid at his cost & risk.
- 5.2.** The bidder shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions before submitting the bid. Non - familiarity with the site conditions will not be considered as reasons for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.

6. ACCESS FOR INSPECTION

- 6.1.** The Bidder must provide access for inspection at all times during the progress of the works and the maintenance period and the necessary support and adapt as directed for the inspection or measurement of the works by the Site Engineer.

7. COST OF TRANSPORTATION

- 7.1.** The Bidder shall include in his quotation the cost of transportation, unloading, stacking, insurance and storing of all types of materials for their work on the site and at the places approved by the Site Engineer.

8. DRAWINGS

- 8.1.** Drawings accompanying the bid document are indicative of scope of work and issued for bidding purpose only. Purpose of these drawings is to enable the bidder to make an offer in line with the requirements of the Implementing agency. All drawings is as per IEC standard of Gov. and all required approvals to be taken from Concern department/authority is the duty of bidder.

9. TOOLS & TACKLES

- 9.1.** Bidder shall provide at his cost all types of construction equipment, tools, tackles and all such materials required for timely completion of job in all respects to the entire satisfaction of engineer in charge.

10. INSURANCE

10.1. Responsibility of Bidder

- a. The goods supplied under the contract shall be fully insured by Bidder as long as the psystem continues to remain under the custody of the Bidder against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Project Implementing agency shall not incur any financial loss.
- b. In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Bidder shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of Bidder.

- c. The Bidder shall arrange to supply/rectify/recover the materials even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall be rested upon the Bidder.
- d. In case of any delay of the project attributable to the Bidder, the Bidder himself in consultation with Project Implementing agency should take the extension of insurance. Any financial implications shall, however, be borne by the Bidder.
- e. The Bidder should arrange for providing insurance coverage to his workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to his workmen. Bidder shall also undertake a Third Party Insurance. Project Implementing agency will not be responsible for any such loss or mishap.
- f. Fire insurance is to be arranged by the Bidder up to the completion of the construction and the commissioning phase of the solar power plant.
- g. In the event of any fire incident occurring in the plant during the O&M period, the Bidder shall lodge the insurance claim on behalf of the Implementing agency and obtain the claim settlement from the insurance company on behalf of the Implementing agency.
- h. Entire project has to be insured by bidder for 5 years for all possible losses, theft, fire, natural calamities, riots, flood or any force majeure.**

11. SAFETY MEASURES

- 11.1.** The Bidder shall have to provide necessary and adequate safety measures including personal protective equipment and precautions to avoid any accident, which may cause damage to any equipment / material or injury to workmen. Project Implementing agency or Owner shall not be responsible for any such accidents.

12. TERMS OF PAYMENT

a. Release of 70% of total project cost:

It will be released subject to approval from Head office MEDA Pune and after supply, installation & successful commissioning of the systems duly certified by Bidder, Officer of Division office MEDA, Nagpur & authorized person of Beneficiary, along with following documents:

- Joint Inspection Report duly signed by beneficiary, Bidder representative, MEDA official.
- Submission of Complete Project Insurance policy documents effective from date of commissioning of the project for period of 5 years covering damage by natural calamities, fire, forceful damage of project, theft, etc.
- System Photograph accompanying MEDA official taken during joint inspection.
- Warranty/Guaranty Certificate of materials used in project.

- Comprehensive Maintenance Contract (CMC) document as per clause mentioned in section IV “Technical Specification of solar cooking system for 05 years on the letter head of bidder.

MEDA official at their discretion can ask bidder to submit document other than above mentioned, failing to submit the required and above mentioned document, MEDA will have the rights to hold the payment for 70% of total project.

- **Release of 15% of total project cost:**

- It shall be released subject to approval from Head office MEDA Pune and on receipt of three month successful performance of system.

- **Release of 15% of total project cost:**

It shall be released subject to approval from Head office MEDA Pune and on submission of following documents:

- Submission of Performance Bank Guarantee of 15% of total project cost from any Nationalized Bank/scheduled bank in favour of Maharashtra Energy Development Agency valid for 5 years .

- **Deduction:-**

- i. The TDS at the source will be deducted as per the Govt. rule and regulations.
- ii. MEDA will issue necessary certificates of TDS deduction
- iii. 'C' / 'D' form will not issued by MEDA.
- iv. 1% labour Cess

13. PERFORMANCE TESTS

13.1. Once the system is successfully completed for commissioning and start up and is capable of safe operation in accordance with Prudent Utility Practices and the operating manual, the Bidder shall be entitled to perform a Performance Tests for the plants. The Bidder shall give Project Implementing agency, their representatives at least 15 days prior notice of the date on which Bidder intends to commence any Performance Test for the plants.

13.2. The Implementing agency and their representatives shall be entitled to attend and witness the Performance Tests. For the purpose of demonstration the achievement of the minimum standard required for Provisional Performance Acceptance of the Plants. The Performance Tests shall consists of the operation of the plants for a period of 15 (fifteen) days.

13.3. Each Performance Tests, for whatever purpose, shall also include the confirmation of the electrical system characteristics, overload capacity and minimum stable load and Performance Ratio of the plant.

13.4. Bidder shall not attempt to perform any Performance Test, if Implementing agency shall give

notice to Bidder of any aspect of the unit, as applicable, that has not been completed by the Bidder, the completion of which is required for the safe operation of all or any part of the plant, as applicable, during the Performance Test in accordance with Applicable Laws, Applicable Permits, Prudent Utility Practices and the Operating Manual.

- 13.5.** Until Final Performance Acceptance has occurred, Bidder may perform and re-perform additional Performance Tests/Availability Tests, as applicable. Bidder shall keep the Representative continuously apprised of the specific schedule and changes therein, for the commencement and re-performance of Performance Tests. Bidder, at his discretion, may abort any attempted Performance Test.

14. CONTRACT SCHEDULE

The total execution schedule will not exceed 3 months from the date of work order.

15. ARBITRATION

- 15.1.** Except where otherwise provided, if at any time, any question, dispute or difference, whatever shall arise between the Bidder and the Implementing agency upon or in relation to or in connection with this contract either of the parties may give to the other notice in writing of the existence of such a question, on rejection of the matter, the dispute or difference shall be referred to the sole arbitrator jointly appointed by MEDA and the Bidder at the time of dispute after ascertaining the terms of reference mutually.

- 15.2.** The Arbitrator will preferably be a member of Arbitration Council an arbitration proceedings will take place as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof, and the rules made there under and for the time being in force shall apply.

- 15.3.** The Bidder will ensure that the work under this contract shall continue during arbitration proceedings and dispute and no payments due from or payment by the Implementing agency shall be withheld on account of such proceedings except to the extent which may be in dispute.

16. COURT OF COMPETENT JURISDICTION

- 16.1.** The Pune Court will have jurisdiction in this case.

17. LAW & PROCEDURE

- 17.1.** The law which is to apply to the contract and under which the contract is to be construed shall be Indian Law.

- 17.2.** The Law governing the procedure and administration of any arbitration instituted under the Clause for Arbitration shall be the Indian Law.

18. LIST OF PERMITS / STATUTORY CLEARANCES

- 18.1.** The following are major list of permits / Statutory Clearances to be obtained by the EPC Bidder in the name of Implementing agency / Contactor.

1. Fire fighting / Protection
2. Electrical plant and equipment
 - Design / installation with respect to back charging clearance and synchronizing clearance
3. Pre installation approval for building, pipe layout, cable routes, etc.
4. License for labour commissioner for construction labour pursuant to Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970.
5. Registration of workers required pursuant to Section 2 A of the Employees State Insurance Act, 1984, or exemption to be claimed if other group insurance is taken for Bidder's personnel.
6. Consent of the Commissioner of Explosives for the possession and use of explosives for the purpose of blasting, if any.
7. Required power and water
8. Collection, storage and disposal of waste, site clearance, safe report and safety audit.
9. Approval of building proposals and layout.
10. Approval of building layout with fire safety concerns and receipt of No Objection Certificate.
11. Any other

REQUEST FOR PROPOSAL – PART III

SECTION – 3: TECHNICAL SPECIFICATION



CURRENT COOKING SETUP

Currently food is cooked using traditional direct flame method which leads to high consumption of LPG cylinders.



Direct flame method



PROPOSED SYSTEM



MINIMUM TECHNICAL SPECIFICATIONS

The solar steam generating system will comprise of automatically tracked parabolic concentrators and balance of system (BOS) for conditioning and utilizing thermal energy in working fluid. The working fluid can be in the form of water, steam and organic or inorganic fluid.

BOS may consist of solar thermal receivers, steam/ hot water/oil pipelines, feed water/oil pumps, tank assemblies, steel structures and civil works, instrumentation like pressure gauges and temperature indicators etc. It will be hooked up with conventional system already in use for specific applications. In case of new systems, fossil fuel based boiler, vessels for cooking/ vapour absorption machine for cooling etc may be provided as the case may be. Minimum technical specifications of various components of the system will be as per below:

1. Concentrators

1. Shape & make of each concentrator : Parabolic shape made of solar grade reflecting mirror(s) fixed to a supporting frame / structure
2. Aperture area : 10 sq. m minimum
3. Reflecting mirrors :
 - a. Material* :High quality reflective mirrors for outdoor use with protective layers of coating on back surface and sides to protect from exterior weathering effect or any other reflecting material of similar reflectivity and durability.
 - b. Reflectivity : 90% minimum with a maximum degradation of 10% over its life span. Warranty/ guaranty to be provided for a period of five years. To be replaced immediately by the supplier if found deteriorating during this period.
 - c. Mirror fixing : With positive locking or sticking by industry proven outdoor-rated adhesives. Due protection of reflector coatings be taken while fixing the mirrors.
4. Concentration ratio (Aperture/ Receiver areas) : 120 or above for double axis tracking concentrators

2. Tracking Arrangement :

- a. Any reliable automatic tracking mechanism with motorized reverse in evening & park at morning position including safe position in case of abnormal operating conditions.
- b. Made of standard components; to be protected from rain, dust & outside environment
- c. Tracking accuracy : +/- 0.5 degree (to be ensured using field-calibrated inclinometer)

5. Heat receivers, Headers and piping :

- a. Tested working fluid pressure: 1.5 times of designed pressure
- b. Receivers : Of boiler/standard industry quality to sustain required temperature and pressure
- c. Header material and piping : Designed & manufactured as per IBR/ standard industry quality

6. Insulation :

- a. All working fluid piping to be insulated with minimum thickness of 50 mm of PUF or rock wool. Headers or water-steam tank, insulated sides of receiver etc. to have minimum insulation of 75 mm. For colder regions facing sub zero temperatures, minimum thickness will be 100 mm and 150 mm respectively. In such regions cold water pipe lines including valves etc. will also be insulated. Insulation on receivers should withstand a minimum temperature of 600c. All insulated components to have Al sheet or powder coated steel sheet cladding as per industrial practices so as not to allow rain water to sip in the insulation.

7. Frames and Supporting Structures :

Strong enough to avoid any deformation of the reflector dish during manhandling/ tracking/under wind pressure of 180 km per hour. Of mild steel/ any other strong material with epoxy/anti-rust coating

8. Instrumentation & Controls : Complete with all instrumentation such as pressure gauge, temperature indicator, fluid level indicators, safety valves, fluid meter etc. Data acquisition and control system with online monitoring to be installed for automatic monitoring, control and record of all important process parameters in installations above 500 sq. m. of dish area.

9. PERFORMANCE SPECIFICATIONS AND REQUIREMENTS

System should able to generated minimum energy to boil food as mentioned below.

1. 200 Kg Rice
2. 150 KG Dal
3. 150 KG Vegetables

Steam vessels for boiling with LPG boilers shall be provided with complete CST system.

10. All parts/components will be of weather resistant design/specifications to withstand natural weathering outdoors under local climatic conditions, for a minimum period of 15 years. Warranty for a minimum period of 5 years will be provided by the supplier. Necessary spares will also be provided so that the user do not face any problem at least during the warranty period.

- a. The steel structures provided to support various components of the system will be fabricated in such a way that they are able to take load (both wind load and static dead load) of the whole system. In case the terrace where the system is to be installed is not strong enough to bear the loads, these should be transferred into columns and beams and the proposed load arrangement must be discussed with the concerned civil engineering department and their approval obtained
- b. The personnel of the buyer/user institution will be trained by the supplier in the operation and maintenance of the system and its back-up system. Proper manuals will be prepared and provided to the user. Log book will also be supplied to the and user so that proper documentation is maintained
- c. The other important features of system will be
 - i. it will have easy access to the user and proper walkway and platforms will be supplied for easy operation and maintenance of the system wherever necessary
 - ii. safety features such as safety valves etc will be incorporated in the system so that system does not explode under pressure and
 - iii. proper instrumentation as mentioned above will be provided so that user could see the status of system and take precautions

11. OPERATION AND MAINTENANCE MANUAL

An Operation and Maintenance Manual, in English, should be provided with the CST. The Manual should have information about solar energy, parabolic concentrators, and BOS. It should also have clear instructions about running and maintaining the system along with DO's and DONT's.

D) Monitoring of the System :

System will be monitored mainly by manufacturer and Beneficiary Institute. The user also intends to enter it to operation and maintenance contract with the installer after the warrantee period. The sufficient training will be imparted to user for daily monitoring and day to day operation. Necessary spares will provided by the manufacturer upto warrantee period for five years at free of cost.

6. Methodology of Project Implementation:

The work of fabrication, testing and commissioning of the system shall be awarded on tender basis, to the any of the empanelled manufacturer.

Annexure 1 – Undertaking

DECLARATION

(To be submitted on Rs.100/- stamp paper)

I/ We hereby declare that I/ We have made myself/ ourselves thoroughly conversant with the sub – soil conditions, local conditions regarding all materials and labour of which I/ we have based my/ our rates of this work. The specifications, conditions and lead of materials on this work have been carefully studied and understood by me/ us before submitting this Tender. I/ We undertake to use only the best materials defined/ approved by IS/BIS/IEC/ Ministry of New and Renewable Energy (MNRE), Gol.

The systems will be provided as per the specifications and guidelines issued by the Ministry of New and Renewable Energy/ MEDA. We are bound to adhere to the guidelines issued by the Ministry of New and Renewable Energy/ MEDA from time to time. We also hereby commit that if in future MNRE makes any changes in the specifications of the systems, the same will be incorporated in the present Tender projects. We hereby agree that the work will be executed within the cost of Tender mentioned in the Price bid and there will be no escalation in cost for any reason thereof. We also agree that if we fail to complete the work and leave the work in middle, MEDA shall have right to recover the full amount from us. I/ We shall accept any amendments made by MEDA from time to time during total project completion period including 5 years of operations and maintenance.

I/ We also commit that we shall complete the work within stipulated time period specified in the work order. We will not ask for any further time extension. I am/ we are bound to work as per Tender and work Order issued by MEDA for this work with 05 years of Operations and Maintenance Contract. In case of failure of the same, we shall be responsible for any loss and for the action taken by MEDA.

I/ We shall comply with the provision of Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1963, Workmen’s Compensation Act 1961, the Contract Labour (Regulation and Abolition) Act, 1979 and all other related Acts and any modification thereof or any law relating thereto and rules made there under from time to time. MEDA shall not be responsible in this regard.

I/ We shall be wholly responsible for any accident or any unusual/ unexpected circumstances that occur during the execution of work & also during the O&M period of 5 years.

(Signature of Successful Bidder)

Name: _____

Designation: _____

Seal:

Date:

Place:

Annexure 2 – Power Of Attorney

(On Rs. 100 Stamp paper duly attested by Notary Public)

POWER OF ATTORNEY

We _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. _____ (name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental : Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, Erection, Testing and Commissioning of Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, erection, testing and commissioning of solar steam cooking system for 1000 person per day with 05 year CMC at Shri Mahalaxmi Jagdamba Temple, Koradi, Maharashtra, India, including signing and submission of all documents and providing information/responses to MEDA in all matters in connection with our Proposal.

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

Dated this the Day of 201_

For

(Name, Designation and Address)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date: _____

Annexure-3
SITE VISIT REPORT LETTER (1)
(To be submitted on letterhead of bidder)

Date: _____

To,
Divisional General Manager
Maharashtra Energy Development Agency,
MEDA, Nagpur

Sub. : Site Visit Report for installation of solar cooking system for 1000 person at Shri Mahalaxmi Jagdamba Temple, Koradi, Nagpur, Maharashtra.

Ref.: MEDA's Tender No. -----

Sir,

This has reference to above referred tender of solar cooking system of Shri Mahalaxmi Jagdamba Temple, Koradi, Nagpur, (Maharashtra) to be electrified through Solar Power. I / We hereby declare that we have visited site.

I / We made ourselves acquainted with site conditions, approach to site, requirement of land, soil conditions, availability of water, requirement of tender conditions etc.

I / We verified all details required to execute the projects. I / We have no problems in undertaking the projects and complete them in the given time period.

Thanking you

Yours faithfully,

(Signature of Bidder)

Name of Bidder -----

Designation -----

Seal:

Signature of Beneficiary authorities.

Seal:.....

Signature of MEDA Authority

Seal.....

Annexure-4

Bidder's forwarding
(On Company Letter head)

From:
(Full Name and address/ contact details of the bidder)

To:

The Director General,
Maharashtra Energy Development Agency (MEDA)
MHADA Commercial Complex,
Opp. Tridal Nagar, Yerwada, Pune - 411006.

Sub: Acceptance of Terms and conditions mentioned in tender document.

Ref:- eTender No. MEDA/ _____

Dear Sir,

We hereby submit our offer for the above-mentioned tender. We have examined the nature, details and specification of the work and have carefully noted the instructions and conditions mentioned in the tender document. We also hereby confirm that we accept all terms & conditions mentioned in the above mentioned tender document and we have verified all the details before submitting the tender document.

(Signature of the Bidder)

Date :
Place:

Seal:

Annexure-5
DETAILS OF BIDDER
(On Company Letter Head)

All columns are mandatory

| Sr. No. | Personal Detail - | |
|---------|--------------------------------------|--|
| 1 | NAME OF THE COMPANY/FIRM | |
| 2 | ADDRESS OF THE COMPANY/FIRM | |
| 3 | LANDLINE NO. | |
| 4 | MOBAIL NO. | |
| 5 | PAN NO. | |
| 6 | GST NO. | |
| | Bank Details – | |
| 1 | NAME OF THE COMPANY/FIRM FOR RTGS | |
| 2 | NAME OF THE BANK | |
| 3 | CITY OF THE BANK | |
| 4 | ACCOUNT NO | |
| 5 | ACCOUNT TYPE | |
| 6 | BRANCH CODE | |
| 7 | ADDRESS OF THE BRANCH | |
| 8 | IFSC CODE | |
| 9 | MICR NO. | |

(BIDDER SIGNATURE & STAMP)

APPENDIX- I (A)

Bidder's Information Sheet

Bidder shall provide the information requested in the corresponding Information Sheets included here under.

| Sr. No. | Particulars | |
|------------|---|--|
| 1. | Name & Mailing Address of firm | |
| 2. | Contact Person Name, Designation & Contact No. | |
| 3. | E-mail Address for correspondence | |
| 4. | Firm Website Address | |
| 5. | Firm Status (Private / PSU / Incorporate / Proprietor) | |
| 6. | Establish Year of firm | |
| 7. | PAN/ TAN No. | |
| 8. | Firm Registration No / ROC | |
| 9. | STR/ VAT / TIN No | |
| 10. | Turnover 2015-16, 2016-17 & 2017-18 (in Crores Rs.) | |
| 11. | Company Profile (<100 words) | |
| 12. | Skilled manpower | |
| 13. | Experience in solar cooking system (<100 words) | |
| 14. | Experience in Guarantee, Maintenance & After Sales Services (Years) | |
| 15. | Accreditation | |
| 16. | List of ISI, ISO, Other cert. | |
| 17. | Technical specification for solar cooking system- make | |

| Sr. No. | Particulars | |
|------------|--|--|
| 18. | Other Technical specification, if any | |
| 19. | Has any Govt. / Under - taking ever debarred the company / firm from executing any work? | |
| 20. | Special Remarks, if any | |
| 21. | Attached are copies of the necessary original documents. | |
| I. | | |
| II. | | |
| III. | | |

It is certified that the information provided above is true to the best of my knowledge and belief. If any information found to be concealed, suppressed or incorrect at later date, our tender shall be liable to be rejected and our company may be debarred from executing any business with MEDA.

Date:

Signature of Bidder
Name:
Designation:
Company:

APPENDIX- I (B)

Annual Turnover

Each Bidder must fill in this form including private/public limited company.

| Annual Turnover Data for last 3 Years (FY 2015-16 2016-17 & 2017-18) | |
|---|------------------|
| Year | Rs in Lac |
| 2015-16 | |
| 2016-17 | |
| 2017-18 | |
| Total | |

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed.

Signature of Applicant

Certified by Applicant's Auditor
(Affix Stamp)

Certified By Chartered Accountant

APPENDIX- II

FORM OF PERFORMANCE BANK GUARANTEE

To: Maharashtra Energy Development Agency

Represented by

Director General

Maharashtra Energy Development Agency

_____ ,

_____, _____ Pin:- 411 006

WHEREAS [*name and address of Contractor*] (hereinafter called "the **Contractor**") has undertaken, in pursuance of **Work Order No.** _____ **Tender No.** ----
----**for works** _____, dated _____ 2018 to design, manufacture, supply, installation, testing and commissioning with ten years comprehensive maintenance contract of solar cooking system at Mahalaxmi Jagadamba Temple, Koradi Dist. Nagpur in the state of Maharashtra. (hereinafter referred to as the contract of works) and as described in the Bidding Data in Maharashtra State for works under single point responsibility "**Turnkey Contracts**" basis (hereinafter called "the **Contract**");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [*amount of Guarantee*]
_____ [*in words*], and we undertake to pay you, through our branch office at _____ upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which

may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of completion of the defects liability period, with a claim period of further one month.

| | |
|--------------------------------------|-------|
| Yours truly, | _____ |
| Signature and seal of the Guarantor: | _____ |
| Name of Bank/Financial Institution: | _____ |
| Address: | _____ |
| Date: | _____ |

APPENDIX- IV

**Undertaking
(On Rs.100/- Stamp Paper)**

I _____, Age- _____, Years, Occup. - _____, Address- _____
_____, the (authorized signatory) of M/s (Company)
hereby state that, I/my company is intending to participate for tender no.TENDER NO.REN/ SOLAR-
Nagpur/29/2018-19,

: Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, Erection, Testing and
Commissioning of Design, Engineering, Fabrication, Supply, Transportation, Storage, Insurance, erection,
testing and commissioning of solar steam cooking system for 1000 person per day with 05 year CMC at
Shri Mahalaxmi Jagdamba Temple, Koradi, Maharashtra, India

I HAVE READ ALL THE TERMS & CONDITIONS MENTIONED IN THE TENDER DOCUMENT OF THE MEDA. I
HEREBY FURTHER UNDERTAKE AND DECLARE THAT ALL THE TERMS & CONDITIONS MENTIONED IN
EACH AND EVERY PAGE OF THE SAID TENDER DOCUMENT ALONG WITH THE CLARIFICATIONS RELEASED,
IF ANY, ARE BINDING ON ME / MY COMPANY AND I AM FULLY AWARE THAT, IN CASE OF BREACH OF
ANY TERM OR CONDITION OF THE SAID TENDER DOCUMENT, I AM/MY COMPANY IS LIABLE TO BE
DISQUALIFIED FROM THE SAID TENDER PROCESS.

Sign:

Name of authorized Signatory:

Name of Company with Stamp:

Check List

All the necessary Documents / Certificates should be uploaded in proper sequence as mentioned below:

1. Original tender document duly signed and stamped on each page or Undertaking (Rs.100) or declaration that all the terms & conditions mentioned in each and every page of the said tender document with further clarifications released if any are acceptable.
2. EMD and Tender document fee (It is compulsory to pay tender document fee, EMD through E-payment only).
3. Name of authorized person (power of attorney) for submitting the document as **Annexure-2**.
4. Name of the Banker.
5. Copy of the recently paid Income Tax Challan / Return, Latest CA certified balance sheet of last three years, PAN number, registration certificates of GST etc. (Self Attested)
6. Information on Infrastructure for maintenance work and branch office/service centre in Nagpur as **Annexure-5**.
7. Registration Certificate of the firm.
8. Bidder's Information Sheet **Appendix- I (A)**.
9. Annual Turnover **Appendix- I (B)**.
10. Experience for supply and commissioning of Solar Power Plants **Appendix- III** (along with the self attested copies of work order).
11. Site Visit Report () for the location, **Letter (1)**
12. Self Certification of No Barr/non failure/blacklisted/Defaulter.
13. Undertaking as per **Annexure-IV**

If any of the documents is not uploaded the tender will be rejected.