



## **SECTION 5**

### **TENDER EVALUATION**

#### **5.1 Technical evaluation criteria:**

- 5.1.1 The technical proposals of only those prequalified Bidders will be opened for technical evaluation.
- 5.1.2 To qualify in the technical evaluation stage, Bidders must obtain a Minimum 70% of allotted marks.
- 5.1.3 The technical proposal shall not include any financial information relating to financial proposal.
- 5.1.4 The Bidder's technical proposal will be evaluated against the requirements mentioned in section 6.1.

#### **5.1 Financial evaluation criteria:**

- 5.2.1 Financial proposal of only those Bidders who have been technically qualified with a minimum 70% of allotted marks shall be opened for evaluation.
- 5.2.2 Bidders shall submit their financial bid in the format specified in this document through e-portal.
- 5.2.3 **In the event of any difference between the figures and words, the lowest amount indicated either in words or figures will be considered.**
- 5.2.4 In evaluating the bids, both the technical and financial parameters will be evaluated by the tender evaluation committee.

#### **5.3 CLARIFICATIONS REGARDING THE SUBMITTED TENDERS**

During evaluation of tenders, the Purchaser / Tenderer may, at its discretion, ask the bidder for a clarification of his tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.



## SECTION 6 AWARD OF CONTRACT

### 6.1 TECHNICAL SPECIFICATION

Sl. No.	Criteria	Proof to be uploaded	Weightage
1	The Bidder should be Manufacturer of PV modules / Inverter or System Integrator or an approved SPV channel partner of MNRE for On- grid Solar RTPV projects.	Proof of necessary document should be uploaded with valid period and capacity allotted.(System integrators should provide copy of work orders and its performance certificates for satisfactory functioning of grid connected Solar PV system)	15%
2	The Bidder should have obtained the valid Class-I Electrical Contractor's Licenses for carrying out the HT works/the valid class-II Electrical Contractor License for carrying out the medium voltage works, issued by the Department of Electrical Inspectorate, Government of Karnataka. In case the Bidder does not have the respective licenses, can appoint a contractor to carry-out the respective electrical works, details of which shall be provided.	Proof of necessary document should be uploaded.	5%
3	The bidder company should be in existence for past 3 years registered under GOI / GOK.	Valid Company incorporation Certificate and GST Certificate should be uploaded.	5%
4	The Bidder should have installed Solar PV plants with total cumulative capacity of 1 MWgrid connected rooftop system. Out of which at-least one system of 100 kWp Rooftop grid connected should be installed & commissioned in past three years from the date of bidding.	Copy of work orders and its performance certificates for satisfactory functioning of grid connected Solar PV system shall be uploaded.	25%



5	The Bidder should have PF, ESI, Service tax, Sales tax, Labour License issued by competent authority.	Proof of necessary document should be uploaded.	5%
6	Man Power(No. of skilled man power with their resume or employment details)	Proof for necessary documents should be uploaded.	5%
7	The Annual turnover of the Bidder or consortium shall not be less than four crore in any one of the last three financial years (i.e, from 2018-19, 2019-2020 & 2020-2021). Refer 3.4.1	Annual Report for the three audited years (2018-19, 2019-2020 & 2020-2021) to be uploaded consisting of a) Balance Sheet b) Profit & Loss accounts	15%
8	The Annual turnover of the Bidder or consortium shall not be less than two crores exclusively in solar PV projects in any one of the last three financial years (i.e, from 2018-19, 2019-2020 & 2020-2021). Refer 3.4.1	Annual Report for the three audited years (2018-19, 2019-2020 & 2020-2021) to be uploaded consisting of a) Balance Sheet b) Profit & Loss accounts	15%
9	Liquid assets as on date of tender, consisting of cash in hand plus cash at bank plus term deposits plus availability of fund based credit facility in any scheduled bank shall not be less than 25% of amount put to tender.	Availability of Liquid assets shall be supported by certificate issued by a Chartered Accountant and as regards, fund based credit facility, and certificate from any Scheduled Commercial Bank shall to be uploaded.	10%

## 6.2 NOTIFICATION OF AWARD

Deputy Director of Horticulture, Mangopost Harvest handling centre, Madikere cross, Chinthamani will notify the successful bidder by registered Letter/Email/ Fax that his tender has been accepted.

## 6.3 AWARD OF WORK CONTRACT

6.3.1 Prior to the award of work contract an agreement shall be signed between **Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani** and the lowest successful bidder. A bank guarantee of 3% of the quoted amount by the lowest successful bidder has to be given by the bidder to **Deputy Director of Horticulture, Mangopost**



**Harvest handling centre, Madikere cross, Chinthamani**, prior to the award of work contract. The bank guarantee has to be submitted before the LOA duration. If there exists difference in the quoted value and the estimated value, the difference amount has to be given by the lowest successful bidder in the form of Bank guarantee before the award of work contract and its left to the discretion of the tenderer.

- 6.3.2 Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.
- 6.3.3 If Letter of Allotment is not accepted by the lowest bidder, the tenderer has every right to allot the work to next lowest bidder only if he agrees to carry out the work quoted by first lowest bidder.

#### **6.4 RIGHT TO ACCEPT/REJECT ANY OR ALL TENDERS.**

Deputy Director of Horticulture, Mangopost Harvest handling centre. Madikere cross, Chinthamanireserves all the rights to reject any or all the tenders, accept any tender in total or in part.

#### **6.5 GENERAL**

- 6.5.1 The successful bidder shall pay all the expenses of stamp duties and other requirements for signing the agreement with Mango post Harvest handling centre. Madikere cross, Chinthamani. Each bidder shall be solely responsible for its own legal, accounting, consulting preparation & submission of the proposal and all or any other professional fees and expenses incurred in connection with this RFP.
- 6.5.2 The successful bidder shall agree for comprehensive maintenance of the RTPVS plant for 10 years. Any unintentional operational damages to the solar panel, inverter, module mounting structure and BOS within 10 years has to be replaced and any cost incurred has to be borne by the successful bidder. Bidder has to take above mentioned words into account while preparing their respective financial proposal.
- 6.5.3 State of the art plant efficiency monitoring and data logging system will be an integral part of the solar power plant. Mango post Harvest handling centre, Madikere cross, Chinthamani should be able to diagnostic & monitor all plant efficiency related parameters.
- 6.5.4 Bidder will submit technical details like PV technology used, panel make, inverter make & associated electrical panels & Transformers make, Bi-directional meter, check meter, generation report, structural drawing for mounting solar panels etc. along with the bill of material, commercial and



payment details. The Solar Panel shall be non-reflective type. The bidder shall submit certificate for solar panel, inverter, etc from IEC or equivalent at the time of PPA signing and cabling shall be as per the IE Rules and shall comply with all electricity safety norms during the installation phase in the maintenance & operation phase.

- 6.5.5 Any damage caused to the asset of Mango post Harvest handling centre. Madikere cross, Chinthamani during the construction activities of the plant thereof will be the responsibility of the bidder and it will be required to fix the damage as per the specification of Mango post Harvest handling centre. Madikere cross, Chinthamani or compensate an equivalent amount. It is the responsibility of the bidder to acquit himself with the existing policies of Mango post Harvest handling centre. Madikere cross, Chinthamani.
- 6.5.6 Bidder shall not claim any current or future green benefits on solar energy supplied to Mango post Harvest handling centre. Madikere cross, Chinthamani. These benefits include Carbon credits, RECs or any benefits that would be available in the future.
- 6.5.7 The successful bidder shall provide training to the nominated employees of Mangopost Harvest handling centre. Madikere cross, Chinthamani with respect to the operation and maintenance of the solar power plant installed at Mango post Harvest handling centre. Madikere cross, Chinthamani building without any additional cost to Mango post Harvest handling centre. Madikere cross, Chinthamani. The training shall include the day to day maintenance of the solar power plant and its operation. The training has to be provided for cleaning of solar panels at least once in a month for three months. The detailed training schedule will be discussed and finalized with the successful bidder.
- 6.5.8 The 72 kWp grid connected solar power plant has to be installed at Mango post Harvest handling centre. Madikere cross, Chinthamani 563125 with google coordinates of latitude and longitude of 13.38496 N and 78.082 E.

\*\*\*\*\*



## PART 3

### GENERAL CONDITIONS OF CONTRACT

#### 3.1 DEFINITIONS

In the deed of contract unless the context otherwise requires: -

- 3.1.1 The contract shall be for **Design, Supply, Installation, Testing & Commissioning, Synchronization to grid, DG Synchronization, pathways, staircase and Ten years comprehensive maintenance of the grid connected 72 kW Solar On-Grid Rooftop Power Plant on Mango post Harvest handling centre, Madikere cross, Chinthamani. The plant capacity can be increased/decreased at the same pricing factor (per kWp) quoted by the lowest successful bidder if the Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani decides to extend the plant capacity.**
- 3.1.2 However the validity of rates may further be extended to a specified period of time and/or to other locations if Mango post Harvest handling centre, Madikere cross, Chinthamani decides to extend on the mutual consent of both the parties.
- 3.1.3 The bidder shall be deemed to have carefully examined all the papers, drawings etc. attach to the contract deed. If he shall have any doubt as the meaning of any portion or any condition(s) /specifications etc.

#### 3.2 COMPLETION PERIOD

- 3.2.1 The total work assigned to the successful bidder shall have to be completed by him within 8 weeks from the date of award of contract. The work shall have to be completed within time and shall be binding on the successful bidder.
- 3.2.2 In exceptional circumstances, bidder may solicit the consent of the tenderer to an extension of work completion period. The request and the response there of shall be made in writing. The acceptance / rejection of request given by the bidder is a discretion of tenderer and subjected to valid grounds. The genuine reasons for extension and extension period for number of days / weeks is evaluated and decided by the tendering authority. The bidder after getting permission to the request is not permitted to modify his/its proposal, but shall be required to extend the validity of his/its proposal correspondingly. All the terms of the bidding shall continue to be applicable during the extended period of validity. The rate quoted by the bidder shall be fixed for the duration of the contract or for any extended contract term and shall not be subject to adjustment on any account whatsoever.

- 3.2.3 In case the successful bidder fails to execute the said work or related obligations within stipulated time (Original work completion period plus extension if any), Mango post Harvest handling centre, Madikere cross, Chinthamani will be at liberty to get the work executed from the open market at the risk and cost of the successful bidder, without calling any tender and without any notice to the successful bidder. Any additional cost incurred by Mango post Harvest handling centre, Madikere cross, Chinthamani during such execution of the work shall be recovered from the successful bidder.
- 3.2.4 The calculation of aforesaid 'additional cost' will be finalized by the Mango post Harvest handling centre, Madikere cross, Chinthamani at its sole discretion. The successful bidder shall have no right to challenge the mode or amount relating to calculation at any forum. For completion of the work through any other agency, in case some changes are required in terms and conditions of the contract; the successful bidder shall not have any right to challenge the decision of Mango post Harvest handling centre, Madikere cross, Chinthamani.

### **3.3 LIQUIDATED DAMAGES**

If the successful bidder fails to perform the work within the time periods specified in the work orders or within the extended time period if any, Mango post Harvest handling centre, Madikere cross, Chinthamani shall without prejudice to its other remedies under the contract, deduct from the contract price/or any payments payable to the successful bidder as liquidated damage, a sum equivalent to 2.5% of the price of the unperformed work / services for each week of delay until actual completion of work, up to a maximum deduction of 10%. Once the maximum is reached, Mango post Harvest handling centre, Madikere cross, Chinthamani may consider termination of the contract.

### **3.4 FORCE MAJEURE**

- 3.4.1 Notwithstanding the provisions of clauses contained in this document; the successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfil his obligation under this deed due to force majeure circumstances.
- 3.4.2 For purpose of this clause, "Force majeure" means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by the Deputy Director of

Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani & his decision shall be final and binding on the successful bidder and all other concerned.

- 3.4.3 If a force majeure situation arises, the successful bidder shall notify Mango post Harvest handling centre, Madikere cross, Chinthamani in writing promptly (at the most within 10 days from the date such situation arises). After examining the cases Mango post Harvest handling centre, Madikere cross, Chinthamani shall decide and grant suitable addition time for the completion of the work.
- 3.4.4 For other justified cases also, not covered under force majeure conditions, Mango post Harvest handling centre, Madikere cross, Chinthamani may consider the request of successful bidder and additional time for completion of work may be granted.

### **3.5 QUALITY AND WARRANTY**

- 3.5.1 The successful bidder shall warrant the Design, Supply, Installation, Testing & Commissioning, Synchronization to Grid, DG Synchronization of grid connected 72 kW Solar Rooftop Plant and for all related works are as per applicable standards of quality. Anything to be furnished shall be new, free from all defects and faults in material and workmanship. The manufacture shall be in accordance with the specified technical parameters and should be of the highest grade and consistent with established and generally accepted standards for material. It shall be in full conformity with the drawing or samples if any and shall operate properly if operable.
- 3.5.2 After erection of the Power Plant at site, the successful bidder shall ensure satisfactory performance of the equipment for a period of time as specified in the scope of work.
- 3.5.3 The successful bidder shall rectify defects developed in the Systems within Warranty period promptly.
- 3.5.4 The successful bidder shall give the warranty for the complete project for a period of 10 years from the date of synchronizing to grid.

### **3.6 STANDARDS**

The goods supplied and works executed under this contract shall conform to the standards mentioned in the technical specification and where no applicable standard is mentioned, the latest version of International Electrotechnical