

Tele: 0562-2973535

Air Force School,
Agra - 282002

4WG/2744/75/EDN

03 Apr 25

M/s

~~OFFLINE~~ ^{ONLINE}
(REQUEST FOR PROPOSAL) INVITATION OF BIDS (UNDER TWO BID SYSTEM)
FOR INSTALLATION OF 250 KW GRID CONNECTIVITY WITH ZERO EXPORT DEVICE SOLAR
POWER PLANT WITH ALL NECESSARY FITTINGS AND FIXTURES: AIR FORCE SCHOOL,
AGRA

Dear Sir/Madam,

1. **Air Force School AGRA, invites “Online Bids under two bid system for purchase of items listed in Part II of this RFP. Manual Bids shall not be accepted.**
2. The address and contact numbers for seeking clarifications regarding this RFP are given below
—
 - a. Queries to be addressed to: ED Air Force School, Agra-282008
 - b. Postal address for sending the Bids: ED Air Force School, Agra-282008
 - c. Name/designation of the contact personnel: ED/ School Manager Air Force School.
 - d. Telephone numbers of the contact personnel 0562-2400700/8319988151 (Extn-7239)
 - e. E-mail ids of contact personnel: airforceschool.agra8@gamil.com
3. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage

4. This RFP is divided into five Parts as follows:
- (a) **Part I** - Contains General information and instructions for the bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
 - (b) **Part II** - Contains essential details of the item /services required, such as Schedule of Requirements (SOR), Technical Specifications, Delivery period, mode of delivery and consignee details.
 - (c) **Part III** - Contains standard conditions of RFP, which will form part of the contract with the successful bidder.
 - (d) **Part IV** - Contains Special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.
 - (e) **Part V** - Contains evaluation criteria and format for price bids.

Sig. & Name of Proprietor
With rubber stamp of firm

A handwritten signature in black ink, appearing to read 'Haroop Kaur', written over a horizontal line.

(Haroop Kaur)
Fg Offr
ED AF School Agra

Instructions to Bidders

1. The guidelines to submit bid can be downloaded from defence procurement portal.
2. The interested bidders can download the bid from defence procurement portal.
3. Bids will be uploaded on Defence procurement Portal Website as per time schedule in part I.
4. Bidders should get ready with the copies of documents & tender fee as specified in the tender document.
5. Bidders to submit the document in copy and later to show in originals to the authority concerned.
6. All the required information for bid must be filled online and submitted.
7. Other details can be seen in the bidding documents.
8. Details of documents to be furnished for bidding:
 - (a) Copies of the following documents to be submitted with the bid:

- (i) **Tender fees (Demand Draft in the name of AIRFORCE SCHOOL AGRA of Rs 300/-)**
- (ii) **EMD.**
- (iii) **GST certificate.**
- (iv) **PAN Card**
- (v) **Firm's registration certificate/ Registration certificate of MSME.**
- (vi) **Audited Balance sheet & P & Loss Sheet of last three years with Income Tax Return (ITR) of CA certificate for Turnover**
- (vii) **All documents specified in eligibility criteria.**

Definitions

9. Unless the context otherwise requires, the following terms whenever used in this RFP and Agreement have the following meanings:
 - (a) Applicable Law means the laws and any other instruments having the force of law in Industries as they may be issued and in force from time to time.
 - (b) Proposal - means proposal submitted by respondents in response to the RFP issued by Air Force School, Agra.
 - (c) Competent Authority means the Executive Director Air Force School, Agra.
 - (d) Committee means committee constituted for evaluation of Technical Proposals.
 - (e) Bidder - means Firm/Agency/Company Expert on the panel drawn up in pursuance of this RFP, which will provide the services to Air Force School, Agra.
 - (f) Agreement means the Agreement signed by the parties for engagement along with the entire documentation specified in the RFP.
 - (g) Day- means Calendar Day.

- (h) Effective date means the date on which the agreement comes into force and effect.
- (j) RFP - means Request for Proposals, specified in "part II" of this document.
- (k) Member - means any of the entities that make up the joint venture / consortium /association, in relation to responding to this RFP.
- (l) Personnel - means professional and Support staff provided by the Bidder detailed to perform services to execute an assignment and any part thereof.
- (m) SOW - means Scope of Work for the Respondents, specified in " part II" of RFP.
- (n) Services - means the work to be performed by the bidder pursuant to the engagement by The Air Force School, Agra and to the agreement to be signed by the parties in pursuance of any specific assignment awarded to them by Air Force School, Agra.
- (o) Resource means manpower position.
- (p) LOA - means Letter of Award.

Eligibility Criteria

10. The Bidder must meet the following eligibility criteria & to submit the proof of same, along with Tender documents.

- (a) Turnover:** Cumulative turnover of Rs. 1 Cr to 1.5 Cr in last three Financial Years FY 2020-21, FY 2021- 22 FY 2022-23,
- (b) Experience:** The bidder must have prior experience of working with Government Agencies/ State Nodal Agencies / PSUs in Industries /Private sector for Grid connectivity (with zero export device) and must have completed at least 1 similar Project (s) of minimum Government Work order of 200 KW. Bidder has to submit the completion certificate in support of above claim.
- (c) Manpower:** The Bidder must have a team of at least 5 full time employees engaged only in Solar Energy sector advisory/ consultancy evidenced by declaration on letterhead.
- (d)** Consortiums, associations and sub-contracting are not allowed for this tender.
- (e)** The Bidder should be registered in Industries with appropriate statutory authorities as required under law. Copies of all such registration papers including PAN and GST must be enclosed.
- (f)** The bidder as a joint venture is not eligible for participation in bidding.
- (g)** The bidder must have a valid GST certificate.
- (h)** The bidder must have a registered office address for at least 6 months.
- (i)** The bidder must have authorization from Panel's OEM..
- (j)** The firm should have qualified and experienced electrical engineers to carry out the proposed work. Documents stating their details should be submitted in this regard along with technical bid.
- (k)** Documents need to be submitted showing the standards of equipment's by respective brands. If any deviation in technical specifications (as mentioned in this RFP) is quoted by the firm, with due justifications.
- (e)** Since the scope of work involves electrification work the firm must have the valid license from the electrical Safety department of State/Central Govt/or equivalent. to carry out the

electrification work.

11. Disqualifications. The technical evaluation committee, Air Force School, Agra may at its sole discretion and at any time during the evaluation of Proposal disqualify any bidder.

- (a). If the bidder has Submitted the Proposal documents after the response deadline.
- (b). Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding two years; Submitted a proposal that is not accompanied by required documentation or is non-responsive; Failed to provide clarifications related thereto, when sought; Submitted more than one Proposal; declared ineligible by the Government of India /State/UT Government for corrupt and fraudulent practices or blacklisted or debarred by any government agency, Submitted a proposal with price adjustment/variation provision.
- (c) Attending Pre bid meeting is mandatory, absence in pre bid meeting will result disqualification.**
- (d) Bids to be given under two bid system ,** The Technical Proposal shall not include any financial information relating to the Financial Proposal. Providing financial proposal in technical bid will lead to disqualification
- (e)** Not meeting eligibility criteria/or not submitting any of the docs as specified in eligibility criteria and tender documents.

13. Site Visit

- (a) The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the design-build and completion and commissioning of the works. The information of the project provided in the tender document is for guidance only. The cost of visiting the Site and investigation etc. shall be at the bidder's own expense.
- (b) The Bidder and any of its personnel or agents will be granted permission by the AFS AGRA to enter upon its premises and lands for the purpose of such inspection, but it is deemed that the bidder, its personnel and agents, will release and indemnify the AFS and its personnel and agents from and against all liability in respect thereof and the Bidder will be responsible for death or personal injury, loss of or damage to property and any other loss, costs and expenses incurred as a result of the inspection.
- (c) For visit to site the Executive Director, AFS Agra may be contacted during office hours.

Pre-Proposal Queries

The prospective bidders, requiring any clarification on RFP may notify the same in the form of query to The Air Force School, Agra well before the pre-bid meeting. The Air Force School, Agra response as well as the clarifications sought will be replied via school

mail.

Pre-Bid Meeting All Bidders are invited to attend the Pre-Bid Meetings on the on 15 Apr 25 at 1100Hrs , AF School Agra. It is mandatory to attend Pre-Bid Meeting for all participants.

Instructions to submit the documents as part of Proposal

- (a) The Technical Proposal shall not include any financial information relating to the Financial Proposal
- (b) The Air Force School, Agra reserves the right to verify all statements, information and documents, submitted by the applicant in response to the RFP. Failure of The Air Force School, Agra to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of The Air Force School, Agra there under.
- (c) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by The Air Force School, Agra without The Air Force School, Agra being liable in any manner what so ever to the Applicant or consultancy, as the case may be.
- (d) In such an event, The Air Force School, Agra shall forfeit and appropriate the Bid Security as mutually agreed pre- estimated compensation and damages payable to The Air Force School, Agra for, inter alia, time, cost and effort.

Form II: Financial Proposal – details

- (e) Applicants shall submit the financial proposal in the formats at Annexure- 'B' clearly indicating the total cost of the Project including 5 Years Operation and management, in both figures and words, in Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

While submitting the Financial Proposal, the Applicant shall ensure the following :-

- (f) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial

Proposal, it shall be considered non-responsive and liable to be rejected.

(g) The Financial Proposal shall take into account all expenses of consultancy work as mentioned in Scope of Work including, travelling arrangement of team to sites, tax liabilities and any other expenses of team to carry out work efficiently. For the avoidance of doubt, it is clarified that all taxes as are applicable or may become applicable shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

(h) Costs (including break down of costs) shall be expressed in INR.

A handwritten signature in black ink, appearing to read 'Haroop Kaur', with a horizontal line drawn underneath it.

(Haroop Kaur)
Fg Offr
ED AF School Agra

PART I- GENERAL INFORMATION

1. Last date and time for submitting bids – 24 Apr 25

(Date to be mentioned in terms of DD MMM YEAR) bids in two separate online covers (i.e Cover 1 technical bid and cover 2 Commercial) are to be submitted by due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids: Only online bids to be submitted on defence procurement portal.

3. Time and date for opening of Bids: **1200 HRS On 25 Apr 25** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. Location of the Tender Box: **Not applicable (Tender to be uploaded on Def proc portal).**

5. Place of opening of the Bids: **Air Force School Agra, - 282008.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. Two-Bid System: Being Two-Bid System, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the buyer.

7. Forwarding of Bids: Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. They should also compulsorily submit Technical and Commercial Bid Performa of the RFP, duly completed along with their Bids.

8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarification sought not later than 07 days prior to the date of opening of the bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. Modification and withdrawal of bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent via mail but it should be followed by assigned confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of the bids. No bid shall be modified after the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.

10. Clarification regarding contents of the bids: During evaluation and comparison of bids, the buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no changes in price or substance of the bid will be

sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of bids:** Canvassing by the bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD (If applicable). Conditional tender will be rejected.

12. **Unwillingness to quote:** Bidder unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be de listed for the given range of items as mentioned in this RFP.

13. **Validity of bids:** The bids should remain valid up till acceptance of procurement committee.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 7,55,000/- (Seven Lakh fifty five thousand only) along with their bids. Non submission of EMD will result in rejection of the bid. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the public sector bank or a private sector bank authorized to conduct government business as per form DPM-13. EMD is to remain valid for a period of sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or 30th day after the award of the contract. The bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance Security from them as called for in the contract. EMD is not required to be submitted by those bidders who are registered with the Central Purchase Organization (e.g. DGS&D), MSME, National Small Industries Corporation (NSIC) or any department of MoD or MoD itself, **subject to the submission of sufficient / relevant documentary proof with the RFP.** The EMD will be forfeited, if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of their tender. **EMD to be provided in favour of Air Force School, Agra. The EMD should be compulsorily kept/ submitted with the TECHNICAL BID ENVELOPE.**

16. **EPF and ESI Compliance-** Contractor's/ vendor's registration with ESI and EPF is mandatory according to the Labour and other Laws in vogue as stipulated by Central and State Govt. time to time. These norms/ laws including ESI and EPF have to be strictly complied with for the personnel employed/ deployed by the contractor/ bidder. In this regards bidder/ contractor have to provide documentary proof of registration with these bodies and will also have to deploy the personnel covered under these laws for statutory compliance. Buyer (school) will not take responsibility of labor/ workforce/ personnel deployed for carry out the work. Contractor/ vendor will be fully responsible and liable for the personnel employed by him/ her in all respects in the light of laws and Central / State Govt. norms as in vogue.

17. **Safety and Security of workers/ laborers etc at site-** The contractor/ vendor will be wholly responsible for overall safety and security, of the workers/ laborers/ any other person, engaged in the project work by the vendor/ contractor, at the site. The School Management, in no case, will be responsible in any manner for any casualty/ untoward incident, takes place at site/ in the school premises. In such a case, the vendor/ contractor will be fully responsible/ liable for fulfilling/ complying all sorts of medical/ legal/ welfare/ any other statutory or procedural requirement in respect of the worker/ laborer etc.

18. GST Compliance - GST no. endorsement is mandatory. As per rule 51 of GST Act 01% TDs on GST is required to be deducted. This action however is held in abeyance. However, as the items would arrive in Mar/ Apr, this would be made applicable by then. Hence, requirement of GST is mandatory.

19. Clearance and restoration of site- The bidder/ vendor will clear the site, by removing of all sorts of debris, after completion of work/ supply and shall also restore the site in the previous condition in terms of painting/ touch-up/ electricity/ civil/ mechanical and any other necessary work required for. All the expenses/ arrangements for this purpose will be made by bidder/ vendor in this regard and the user (school) will not be liable for any such expenses/ arrangement beyond its contract amount/ terms & conditions.

20. CONDITIONAL RFP/ RFP WITH ANY CHANGES WILL NOT BE ACCEPTED- Any change in the terms and conditions of this RFP will not be accepted/ considered in any circumstances. It means conditional RFP will not be accepted and will be rejected without assigning any reason thereof. All the terms and conditions of this RFP should remain intact and same as issued by this school and the same only will be accepted/ considered for bidding.

21. Buy Back Clause- Not Applicable.

22. Pre Bid Meeting. It is mandatory to attend Pre Bid Meeting for all participants to be held on 15 Apr 25 at 1100 Hrs at AF School Agra.

Sig. & Name of proprietor
With rubber stamp of firm



(Haroop Kaur)
Fg Offr
ED AF School Agra

PART - II ESSENTIAL DETAILS OF SERVICES REQUIRED

1. Item / Services required. – Various items for Air Force School Agra:

Description		Qty
PV modules	535 W qty based on wattage	459
Inverter-	250 KW	1
Structure-	Premium structure	Set
Shade-	Hot dip galvanized structure	Set

Bill of Materials – For 250 KW Grid Connected Solar Systems with Zero Export					
Solar Systems	Description	Unit	Specifications	Quantity	Preferred
(a)	Solar Panels	Watt	545 W Mon crystalline(IEC – Certified)	459	Renewsys/ Adani
(b)	Solar (Inverter)	KVA	Grid connected	100KW x2 50KW x1	Solis
(c)	Solar Structure (Module Mounting structure)	Watt	Aluminium with SS 304 Nut bolts	As per design/Rc c rooftop mounted	ASK
(d)	DC Cable	Meter	1CX4/6 Sq. mm(copper wire) ISO 9001/ISO 14001/TUV Certified)	As per design	Polycab/Havells or any other reputed make
(e)	Ac cable	meter	50 To 400 Sq mm (As per Requirement)(aluminium wire) ISO-9001:2008/ISO14001:2004/TUV Certified	As per design	Polycab/Havells or any other reputed make
(f)	ACDB Box	Nos	IP 35 Metal/Polycarbonate With SPD and MCB	As per design	L&T ,Merson, Pheonix or any other reputed make
(g)	Array Junction Box	Nos	With Isolator and Fuse (IP 67Comactable)	As per design	L&T ,Merson,Pheonix or any other reputed make
(h)	PVC/HDPE Conduit pipe	Meter	UV Protected	As per design	Astral/AKG or any other Reputed make
(i)	MC4 Connectors	Nos	1.5inch(UV Protected/IP 65)	As per design	Elcom/(bizlink for high voltage)
(j)	Cable Thimble	Nos	4/10/16/35/125 Sq. mm-Ring Type/Pin Type,(Aluminium/Copper Coated)	As per design	Any reputed Make
(k)	Cable Ties	Nos	100/200/250&400mm	As per design	UV protected black colour

(l)	Nut/Bolt/Washer	Nos	Stainless Steel (304) ,Spring Washer	As per design	AKD/SPL or any other Reputed make
(m)	Anchor Bolt	Nos	As per Requirement	As per design	Hilti/Fisher or any other Reputed make
(n)	Lightning Arrestor	Nos	ESE/CCA 5 Spikes/5 Meter long ESE approved	As per design	JMV/SABO or any other reputed brand
(o)	Earthing Cable	Nos	6 sq. mm Copper wire (IS:694:2010Cetrified)	As per Requirement	Polycab or any other reputed brand
(p)	Earthing Pits with BFC	Nos	3m 50mm dia	Nos	As per Requirement
(q)	Earthing Strips	Kg	25X3 mm	mtr.	As per Requirement
(r)	Earthing Pit Chamber	Nos.	Cast Iron/Plastic	Nos	As per Requirement
(s)	Earthing Kit	Nos	17.2mm,3 meter copper bonded rod	As per Design	JMV/SABO or any other reputed brand
(t)	Zero Export	Set	Export Power Management	Set	Solis(additional)
(u)	PV-DG	Set	PV-DG-Grid Synchronization	Set	RSS- India(optional) Third Party
(v)	Water based sprinkler system	For entire solar plant for maintenance and cleaning.			As per Requirement

2. Bidders before tendering their offer are to ensure that item offered are correctly understood and where required requisite clarification obtained and forwarded along with their offer. When the offered item is under different part number, kindly categorically confirm that offered item is “Fit in Form and Function” and subjected to specialist’s acceptance at Buyer’s end. Bidders are requested to append the notification from OEM/Concerned Accredited/ Certifying Authorities with offer for evaluation and acceptance of offered item by the Technical specialists at our end.

3. **Delivery and Installation Period:** Delivery and installation period of items would be within **60 days** from the effective date of contract. Please note that contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the buyer, with applicability of LD clause.

4. **INCOTERMS for delivery and transportation:** Rates quoted should be For, Air Force School, Kheria Mod Agra-282002 UP.

5. **Consignee details:**

Executive Director
Air Force School,
Kheria Mod
Agra-282002, (U.P)

Sig. & Name of proprietor
With rubber stamp of firm

SCOPE OF WORK (SOW) and Technical Specifications

The following work is required to be carried out at AFS AGRA. Bidders are requested to quote for the same on the basis of details as depicted in the SOW.

Item No.	Description
1.	<p>AFS AGRA invites bids for following activities related to 250 KW.Grid Interactive Roof Top Solar Photo Voltaic System</p> <ul style="list-style-type: none"> ➤ Design, drawing, engineering, preparation of Detailed Project Report (DPR) in compliance with latest provisions of National Solar Mission (MNRE) including conducting installation site survey etc. ➤ Supply of all necessary equipment & materials as per scope of work. ➤ Erection including structural & civil work, installation testing and commissioning of said 250 KW grid interactive roof top solar photovoltaic system (GIRTSPVS). ➤ Operation & Maintenance for 5 years for 250 KW grid interactive roof top solar power plant With ZERO EXPORT DEVICE

- (a) The scope of Work includes Installation site survey in details.
- (b) Preparation of brief and detailed project report (DPR).
- (c) Design, Drawing and Engineering of Plant.
- (d) Supply of equipment, and materials including Packing, forwarding and offloading.
- (e) Testing at manufacturer's works, inspection and validation of Drawing, QAP & Materials through school representative and also during the commissioning of the project.
- (f) Civil and structural works, erection, testing and commissioning, Training of executive/technician for 250 KW Grid Interactive Roof top AFS AGRA.
- (g) All necessary permissions / Clearance and paper work related to Grid Connection.
- (h) Valid license from the electrical Safety department of State/Central Govt. to carry out the electrification work.

2. PLACEMENT OF ORDERS FOR AWARD OF CONTRACT/BREAK UP OF PURCHASE ORDERS.

- a) AFS will place Orders (POs) for implementation of the project in the following manner" Purchase Order for Design, Supply & Erection of 250 KW Grid Interactive Roof Top Solar photo voltaic system at AFS AGRA including Operation & Maintenance of 250 KW Grid Interactive Roof Top Solar photovoltaic system at AFS AGRA,

3. SCOPE OF SUPPLY.

The equipment and materials for 250 KW (Phase-I)p Grid Interactive Rooftop Solar PV Power Plant with associated system (Typical) shall include but not be limited to the Supply, Erection, Testing & Commissioning of the following :-

- a) Solar PV modules consisting of required number of **Mono Crystalline** PV modules.
- b) Mounting structures, mounting frames, foundation bolts and nuts for holding structures and module inter connection.
- c) Grid interactive Power Conditioning Unit/ Inverter with Remote Monitoring System along with Router and Dongle (SIM with internet facility shall be provided by AFS AGRA).
- d) Array Junction boxes, distribution boxes and fuse boxes. MCBs, Surge Arrestors.
- e) LT Power Interfacing Panel or Inverter Interfacing Panel (IIP) consisting Digital Voltage Meter and Ammeter, Kwh meters. Metering instrument and protection relays.
- f) LT Power and Control Cables including end terminations and other required accessories for both AC & DC power.
- g) Tool kit for Maintenance.
- h) Earthing system for PV Array, PCU power system, Lightning protection system
- i) Fire extinguishers, danger plates, name boards etc.
- j) Civil & Structural work-related items.
- k) IR/UV protected PVC AC & DC Cables, Conduit Pipes,
- l) One Fire extinguisher along with sand bucket at each site. Earth Mat in front of all the PCU/ Inverter and IP Panel.
- m) Maintenance Tools (like spanner, Allen key, Screwdriver, Multi meter etc. separately for both site) as per requirement.
- n) Any other equipment / material required to complete the 250 KW Solar Power Plant on turn key Basis
- o) Note: Separate Materials will be delivered to with respective gate pass and challans /permits.

4. CODES AND STANDARDS.

- a) All Equipment and accessories shall comply to requirement of standards

published by Bureau of Indian Standards (BIS). In case no BIS codes exist, the equipment's shall meet the requirement of international standard including IEEE for design and installation of grid connectivity with zero export device PV system. The list of standards adopted shall be indicated in the bid.

- b) The SPV Module must be provided with acceptable Test & Certified documents.

5. **SOLAR PHOTO VOLTAIC MODULES.**

- (a) The PV modules used should be made in India.
- (b) The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Mono Crystalline Silicon Solar Cell Modules. In addition, the modules must conform Part-2- requirements for construction & Part 2 — requirements for testing, for safety qualification or equivalent IS.
- (c) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar mono crystalline half cut modules of minimum 450 Wp and above wattage. Module capacity less than minimum 450 watts should not be accepted.
- (d) Protective devices against surges at the PV module shall be provided. Low voltage drop by pass diodes shall be provided.
- (e) PV modules must be tested and approved by IEC authorized test centers.
- (f) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
- (g) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. AFS AGRA shall allow only minor changes at the time of execution.
- (h) Other general requirement for the PV modules and subsystems shall be the Following:
- I. The rated output power of supplied module shall have tolerance $\pm 3\%$.
 - II. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) percent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - III. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screw and cable gland entry points or may be of sealed type and IP-65 rated.
 - IV. I-V Curve at STC should be provided by bidder.
- (i) Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).
- (j) Name of the manufacturer of the PV module

- (k) Name of the manufacturer of Solar Cells.
- (l) Month & year of the manufacture (separate for solar cell and modules)
- (m) Country of origin (separately for solar cell and module)
- (n) I-V curve for the module Wattage, I_{sc} , V_{oc} and FF for the module
- (o) Unique Serial No and Model No of the module
- (p) Date and year of obtaining IEC PV module qualification certificate.
- (q) Name of the test lab issuing IEC certificate.
- (r) Other relevant information on traceability of solar cells and module as per ISO9001 and ISO14001
- (s) Warranties:
- (t) Material Warranty

Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/ or failures specified below for a period of 5 years from the date of sale to the original customer ("Customer") and Performance Warranty for 25 years.

- I. Defects and/or failures due to manufacturing
- II. Defects and/or failures due to quality of materials
- III. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option.

6. **PERFORMANCE WARRANTY.**

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25-year period and not more than 10% after ten years period of the full rated original output.

7. **MOUNTING STRUCTURE.**

- (a) Non corrosion Hot dip galvanised structure may be used for mounting the modules/panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However, to accommodate more capacity the angle of inclination may be reduced until the plant meets the specified performance ratio requirements.
- (b) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (Minimum wind speed of 150km/hour). Suitable fastening arrangement such as grouting and clamping should be provided to secure the installation against the specific wind speed.

(c) Structural material shall be corrosion resistant and electrolytic ally compatible with the materials used in the module frame, its fasteners, nuts and bolts. Structures made of ONLY HOT DIP GALVANIZED STRCUTURE REQUIRED) which also can be used with stand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.

(d) The fasteners used should be made up of stainless steel or brass coated or galvanized. The structuresshall be designed to allow easy replacement of any module. The array structure shall be so designedthat it will occupy minimum space without sacrificing the output from the SPV panels.

(e) Regarding civil & supporting structures the Contractor shall take care of the load bearing capacity of the roof and need arrange suitable structural base based on the type/quality of roof without any sort ofdamage to the existing roof structure.

(f) All precautions shall be adopted by the contractor to ensure that the civil/supportingstructure shallnot cause any sort of water leakage in the roof during life of solar panels.

(g) The total load of the structure (when installed with PV modules) on the terrace should be less than 60kg/m^2

(h) The minimum clearance of the structure from the roof level should be 500mm.

(i) The entire roof should be covered with suitable sheet and the PV modules would be fitted on to them. Sheet need to be corrosion resistant.

8. **CIVILWORKS-**

The following civil works shall be carried out by the firm.

(a) Site grading, leveling, drilling exploratory bore holes and consolidation of the area pertaining to the installation of SPV modules.

(b) The concrete bases for supporting structure shall be of minimum M-20 grade of concrete withrebar as require and adequate size & thickness to ensure that imposed load is less than 60 kg/sqm and also capable of withstanding maximum wind load of 150 km/hr. The contractor shall submit drawing showing details of civil & supporting steel structure for approval by AFS AGRA.

(c) The contractor shall takeout most care during construction so that the civil & supporting structure shall not cause any sort of water leakage in the roof duringlife of solar panels.

(d) Embedment of structures suitable for mounting PV modules.

(e) Laying of earthing equipment's/structures and connecting to the main ground mat as per the statutory requirements.

(f) Cutting of cable trenches etc. Wherever necessary.

9. **JUNCTIONBOXES (JBs)**

(a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. AIR wires/cables must be terminated through cable lugs. The JBsshall be such that input & output termination can be made through suitable cable glands.

(b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthings. It should be placed at 5 feet height or above forease of accessibility.

(c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.

(d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.

10. PCU / Inverter. As SPV array produce direct current electricity, it is necessary to convert this direct current intoalternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices, all these components of the system are termed the—Power Conditioning Unit (PCU)". [In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the power conditioning unit/inverter should also be DG set interactive. If necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows.

(a) Switching devices: IGBT/MOSFET

(b) Control: Microprocessor /DSP

(c) Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)

(d) Output frequency: 50 Hz

(e) Inverter efficiency(minimum): >93% (In case of 10kW or above) Inverter efficiency

(f) Frequency Tolerance range+ 3 or more

(g) Protection of Enclosure: IP-20(Minimum) for indoor.

(a) No-load losses: Less than 1% of rated power

(h) Grid Frequency Synchronization range: + 3 Hz or more Ambient

(i) Phase to phase voltage fluctuation tolerance $\leq 2\%$.

(j) **Temperature considered: -200 C to 500 C Humidity: 95 % Non-condensing.**

(k) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.

- (l) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- (m) Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- (n) The power conditioning units/inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/15 61683 and IEC 60068-2(1,2,14,30) /Equivalent BIS Std.
- (o) The charge controller (if any) / MPPT unit, environmental testing should qualify IEC 60068- 2(1, 2, 14, 30)/Equivalent BIS std. The junction boxes/ enclosures should be IP 65(for outdoor)/IP 54 (indoor) and as per IEC 529 specifications.
- (p) The PCU/ inverters should be tested from the MNRE approved test centers / NABL/BIS /IEC accredited sting calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

11. **CABLING & WIRING.**

- (a) All instruments and Panel wiring shall be of heat resisting and self-extinguishing type in compliance with IS. Plastic or porcelain cleats of the limited compression type shall be used for holding wiring runs. All wires shall be suitable for bending to meet the terminal studs at right angles. Metal cases of all apparatus mounted on panels shall be separately earthed by means of copper wire or strips.
- (b) The following colour scheme of the wiring shall be used as per IS:375.
 - AC three phase circuits:-
 - i. No.1 Phase: Red.
 - ii. No.2 Phase: Yellow.
 - iii. No.3 Phase: Blue
 - iv. Neutral Conductor: Black
 - v. Connection to Earth: Green
 - vi. D.C. circuits: Grey
 - (c) LT 1.1kV Grade, Al. Conductor PVC Armoured Cables in AC side shall be used for all LT PowerCables between Power & Respective feeders etc. These cables shall be laid on structural supports and using Galvanized Cable trays of adequate strength or through pacca cable trench as required. The cable shall be terminated using
 - I. Lugs of adequate cross-section area.
 - (d) 1.1kV Grade, Copper-
 - Conductor, PVC Armored Cables shall be used for all control cables required for the Solar Power Plant. These cables shall be laid on structural supports and using Galvanized Cable trays of adequate strength. The cable shall be terminated using Cu. Lugs of adequate cross section area.
 - (e) Cu. Conductor, PVC armored with miller insulation between each pair and

tinned

copper screening. All cables shall be PVC insulated with appropriate grade conforming to IS.

(f) Only copper conductor cables of reputed make shall be used in DC side of plants between interconnection of MODULES, JUNCTION BOX, PCU, LT Interfacing panel/DC panel and other associated equipment's

(a) The wiring for module inverters connection shall be with hard PVC conduit of renowned make. All Tees, bends etc., shall also be renowned make.

(g) Cables of appropriate size to be used in the system shall have the following characteristics:

(h) Will meet IS 694/1554 standards

(i) Temp. Range —10 degree centigrade to +80 degree centigrade.

(j) Voltage rating 660/1100V

(k) Excellent resistance to Heat, Fire, oil, cold, water, abrasion, U V radiation.

(l) Flexible Cabling on DC side of the system shall be as short as possible to minimize the voltage drop in the wiring. Components and hardware shall be vandal and theft resistant. All parts shall be corrosion resistant. The system description, general/technical requirements etc. are given for general guidance only.

12. SPECIAL CONDITION OF CONTRACT FOR OPERATION & MAINTENANCE OF SOLAR POWER PLANT

(a) The Agency shall be responsible for Operation & Maintenance of the 250 KW Solar Power Plant for a period of five (5) years from the date of commissioning of solar project.

(b) The Bidder must ensure that the plant must be insured till the duration of O&M period against all natural calamities, fire or theft etc.

(c) The bidder shall be responsible for performance during operation & maintenance contract to meet net minimum guaranteed generation as offered by the bidder. For any shortfall in the minimum guaranteed generation the LD/compensation shall be recovered from the contractor as per NMGG clause.

(d) The bidder shall be responsible for supply of all spare parts as required from time to time, to carry out schedule and preventive protection, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc and will maintain log sheets for operation detail, provisioning of infrastructure for continuous operations and qualified engineer for supervision of Operation work.

(e) As the entire system is guaranteed for a period of 5 years from the date of commissioning of the system, any sort of upkeep including replacement of all spare parts as required during said tenure for successful operation of the plant shall be carried out by agency at no extra cost to AFS.

(f) After expiry of guarantee period Comprehensive Annual Maintenance Contract will be entered with successful bidder subject to satisfactory performance of the agency during the guarantee period at mutually agreed rate, terms & conditions.

(g) The successful agency shall provision adequately qualified and experienced personnel for operating and maintaining the solar power plant. The agency shall ensure that such personnel should take all the care for operation and maintenance of the plant from date of commissioning.

(h) The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the tenure of the contract.

(i) The Contractor shall comply with the provision of all relevant acts of Central or State Governments including payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maturity Benefit Act 1961, Mines Act 1952, Employees State Insurance Act 1948, Contract Labor (Regulations & Abolishment) Act 1970, Electricity Act 2003, Grid Code, Metering Code, MNRE guide lines or any modification thereof or any other law relating thereto and rules made there under from time to time

(j) Separate Bank Guarantee shall be submitted by the bidder for the amount equivalent to the contract value for the entire period of Operation and Maintenance contract.

13. OPERATION CHARGES / RATE:

The rate shall be firm, fixed and binding & no escalation will be paid. The payment will be made after all statutory deductions as applicable to such type of contracts. The rate quoted shall be deemed to be inclusive of all salaries & other cost, expenses of employees, cost of consumables & taxes, duties & levies thereof, tools & tackles, insurance etc. and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the plant to the owner by the agency. Owner shall not be responsible for any such liability on the Operator in respect of this contract and exclusion of any applicable taxes at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date

14. HANDING OVER THE PLANT AFTER EXPIRY OF TERM

After the expiry of term & extension of term as the case may be, agency shall hand over the plant to the owner in excellent condition. The operator shall demonstrate performance test of all the major & critical equipment to ensure Generation from the Solar Photovoltaic Power Plant. While handing over the plant agency shall hand over all technical documents, literature, instruction manuals, lists of spare part & tools & tackles. Operator will also hand over all the relevant record/documents.

On completion of Operation term, the agency will apply to the Engineer in-charge for the issue of Handing Over Certificate and the same will be issued within 1 months of the Handing Over in all respects, after verifying from the documents & tests and satisfying that the operation has been completed in accordance with details set out in the control documents & Prudent Utility Practices. All the aforesaid safeguards / rights provided for GRSE Ltd shall not prejudice its other rights / remedies elsewhere

provided herein and / or under law.

15. DEFECTS/ NON-ACHIEVEMENT PLANT DEPENDABLE CAPACITY AFTER HANDINGOVER

In order that the agency could obtain a Handing Over certificate, they shall rectify any defect / non achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & maintenance practices or non- compliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over, the period allowed for carrying out such work will be normally one month, If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time the Owner may proceed to do the work at agencies risk and expense and deduct from the final bill such amount as may be decided by the Owner.

All the aforesaid safeguards might be provided for the Owner shall not prejudice its other rights/remedies elsewhere provided herein and/or under

PART III– STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the seller and buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration Agra Court. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MOD website and can be provided on request).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the foresaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is

established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of ten years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LABOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (30 days) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than one month provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties:**

(a) **In respect of Foreign Bidders:** All taxes/ GST, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous bidders**

(i) **General**

(aa) Bidder must indicate separately the relevant Taxes/Duties/ GST likely to be paid in connection with delivery of completed goods specified in the RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in ranking of bids.

(ab). If a Bidder is exempted from payment of any duty/tax/ GST upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.

(ac). Any changes in levies, taxes and duties levied by Central/State/Local government such as excise duty, GST, Octroi/entry tax, etc on final product upwards as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the buyer, to the extent of actual quantum of such duty/tax paid by the seller. Similarly, in case of downward revision in any such duty/tax the actual quantum of reduction of such duty/tax shall be reimbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64-A of the sales of goods act will be relevant in this situation.

(ad) Levies, taxes and duties levied by the Central/State/Local governments such as excise duty, GST, Octroi/entry tax etc on final product will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and

duties on input items will not be paid by the buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their products.

(j) Customs Duty – N/A

(i) Excise Duty

(aa). Where the excise duty is payable on advance basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ab) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(ac). The Seller is also required to furnish to the Paying Authority the following certificates:

(aaa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(aab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(aad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(ad). Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

iv) Tax/ GST

(aa) If it is desired by the Bidder to ask for tax/GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ab) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

v) Octroi Duty & Local Taxes

(aa) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty/ GST, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. Pre-Integrity Pact Clause: An "Integrity Pact" would be signed between the Ministry of Defence/ Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request).

The essential elements of the Pact are as follows:

(a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder");

- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes;
- (d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- (e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- (f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".
- (g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
 - i. Denial or loss of contracts;
 - . Forfeiture of the Bid security and performance bond;
 - i. Liability for damages to the principal and the competing Bidders; and
 - iv. Debarment of the violator by the Principal for an appropriate period of time.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company.

Sig. & Name of proprietor
With rubber stamp of firm

PART IV SPECIAL CONDITIONS OF RFP

The Bidders is further required to give clause by clause confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful Bidder (i.e. seller in the contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the bidder).

1. **Performance Guarantee:**

(a) **Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **05 % of total contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 02 months after warranty period (i.e 62 Months).**

(b) **Penalty for Non Performance:** Non- performance above 10 % in 10 years and later above 20% will be penalized on vendor @ Rs. 2 per unit, consumed at school. This will be deducted from the performance Guarantee Deposit. This clause is for a nominal day with fair sunlight.

2. **Payment terms for Indigenous Seller:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. Payment Condition as follows:-

- (i) 50 % payment on supply of all material.
- (ii) 50% payment after completion of work.

3. **Payment terms for Foreign Seller:** N/A

4. **Advance Payments:** No advance payments will be made.

5. **Paying Authority:** Executive Director, Air Force School, Agra.

(a) **Indigenous Sellers:** The payment of bill will be made on submission of the following documents by the seller to the paying authority along with the bill:

- (i) Ink- signed copy of contingent bill/Seller's bill.
- (ii) Ink signed copy of Commercial invoice / seller's bill.
- (iii) Copy of Supply Order.
- (iv) Crvs in duplicate
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents/proff of payment such as GST, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable
- (vii) Exemption certificate for GST, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee/ Warranty Certificate.
- (x) Performance Bank Guarantee/Indemnity bond where applicable
- (xi) DP extension letter with CFA's sanction, indicating whether extension is with or without LD.

- (x) Details for electronic payment viz Account holder's name, Bank Name, Branch name and address, Account type, Account number, IFSC code, MICR code(if these details are not incorporate in supply order/contract).
- (xi) Any other document/certificate that may be provided for in Supply Order/contract.
- (xiv) User acceptance after installation of Equipment /provision of services.
- (xv) Xerox copy of PBG

(Notes – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP).

6. **Fall clause:** The following Fall clause will form part of the contract placed on successful Bidder-

(a) The price charge for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/organization including the purchaser or any statutory undertaking the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Department of Central Govt or any Department of the state Government or any Statutory undertaking of the central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will however, not apply to:-

- (i) Exports by the seller,
- (ii) Sale of goods as original equipment at price lower than lower that the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the central or state Govt Depots, including their undertakings excluding joint sector companies and/or private and bodies.

(c) The seller shall furnish the following certificate to the paying authority along with each bill for payment of supplies made against the said contract. "We certify that there has been no reduction in sale price of the store of description identical to the stores supplied to the Government under the contract here in and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub clauses(a), (b) and (c) of sub para() above details of which are given below-".

7. **Exchange rate variation Clause:** N/A

8. **Risk & Expenses:**

(a) Should the stores or any installment thereof not to be delivered within the time specified in the contract documents, or it defective delivery is made in respect of the stores of any installment thereof, the buyer shall after granting the seller 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy wholly or to the extend to such default.

(b) Should the stores or any installment not perform in accordance with the specification/ parameters provided by the seller during the check proof tests to be one in the buyers country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 30 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, Manufacture, or procure from any other source as he thinks fit other stores of same or similar description to make good:-

(i). Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacture, or value of any stores procured from any supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from SELLER. Such recoveries shall not exceed the price of balance work at market rate prevalent on the date.

9. **Force Majeure clause:**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under the present contract due to Force Majeure conditions, is to notify in written form the other party beginning and cessation of the above circumstances immediately, but in any case not later than 10 (ten) days from the moment of their beginning.

10. **Buy- Back offer:** Not Applicable.

11. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part- of RFP and to incorporate the modifications to the existing design configuration to meet the specific

requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation /alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings purchase and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

12. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

13. **Export License:** N/A

14. **Buyer Furnished Equipment:** N/A

15. **Transportation:** Entire material should be provided by vendor at consignee AF Stn Maharajpur.

16. **Air Lift:** N/A

17. **Packing and Marking:**

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the condition of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The seller ensures that the stores are packed in containers, which are sufficiently strong and seasoned wood.

(b) The packing of the equipment and spares/ goods shall conform to the requirement of specifications and standards in force in the territory of the Seller's country.

(c) Each spares, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the cartons.

(d) If necessary, each package shall be marked with warning inscription: <TOP>, "Do not turn over", category of cargo etc.

18. **Quality:** The quality of the stores delivered according to present Purchase Order shall correspond to the technical condition and standards valid for the deliveries of the same for in Seller's country of specification enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modification will be mutually agreed to. The seller confirms that the stores to be supplied under this SO shall be new i.e. not manufactured before (Year of Supply Order), shall incorporate all the latest improvement and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the charged part number wherein it should be mentioned that the item would provide as much life as the original item.

19. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 3 month of this date of contract. Buyer reserves the right to modify the

ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

20. **Inspection Authority:** **Executive Director, Air Force School, Agra.**

21. **Pre-Dispatch inspection:** N/A

22. **Joint Receipt Inspection:** N/A

23. **Franking Clause:** The following Franking clause will part of the contract place on successful Bidder-

(a) **In case of acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the inspecting officer will not have the effect of keeping the supply Order alive. The goods are being passed without prejudice to the right of the Buyer under the terms and conditions of the contract.

(b) **In the case of Rejection of Goods**" The fact that the goods have been inspected after the delivery period and rejected by the Inspecting officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the right of the Buyer under the terms and condition of the contract.

24. **Claims:** The following claims clause will form part of the contact placed on successful Bidder-

(a) The claims may be presented either (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in, the packing List/Insufficiency in packing, or (i) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller.

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the.

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller.

(g) The quality claims will be raised solely by the Buyer and without any certification /Countersignature by the Seller's representative stationed in India.

25. **Warranty** –The following Warranty will form part of the contract placed on the successful bidder.

(a) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/ stores /articles would continue to conform to the description and quality aforesaid for a period of 05 years from the date of completion of work and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 62 months the said goods/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(b) Guarantee that they will supply spare parts without any additional charges, if any repair occurs replacement and call. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(c) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(d) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

26. **Product Support:** The following Product Support clause will form part of the contract placed on successful Bidder –

(a). The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipment (STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of 08 year years including 2 years of warranty period after completion period.

(b). The Seller agrees to undertake Maintenance Contract for a maximum period of 12 months beyond the period of warranty, extendable till the complete Engineering Support Package is provided by the Seller.

(c). In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(d). Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(e). The Seller agrees to provide an Engineering Support Package as modified after informatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub-assemblies and stores supplied under this contract for a period of 08 years as maintenance contracts specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

27. **Service Support:**

(a) **Response time:** The seller agrees to provide service and support, in the event of any malfunctioning/ non-serviceability/ fault/ breakdown in the system, within 04 hours of lodging / registering complaint of the same. It implies that the representatives of the seller/ vendor will visit the buyer's campus and rectify the fault/ breakdown within four hours of getting the information of the same.

(b) **Downtime:** The maximum downtime for any malfunctioning/ non-serviceability/ fault/ breakdown in the system, **will be 48 hours.**

(c) **Penalty for non/ improper response:** The penalty for not meeting the up time commitment for repair and service support, shall be 0.1% of contract value charge per day subject to maximum of 20% of contract value.

28. **Option Clause:** Yes. Option Clause as per DPM would apply in the SO.

39. **Buy Back Clause:** NOT APPLICABLE

30 **Repeat Order Clause:** Yes. Option Clause as per DPM would apply in the SO.

31 **Execution:** All execution at site will be carried out with the consent of executive body.

Sig. & Name of proprietor
With rubber stamp of firm

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. Evaluation Criteria – The broad guidelines for evaluation of Bid will be as follows:

- (a) Only those will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Two Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The lowest Bid will be decided upon the lowest total price of all items put together quoted by the particular Bidder as per the Price Format given at Annexure B to this RFP.
- (d) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the decided factor for ranking Bids.
- (e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of State Bank of India on the date of the opening of Price Bids.
- (f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (g) The buyer does not reserve the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian rupees by adopting exchange rate as BC selling rate of State Bank of India on the date of the opening of Price Bids.
- (h) The lowest Acceptable Bid will be considered further for placement of contract/Supply Order after complete Clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. Price Bid format (to be used for L-1 determination): The Price bid Format in general is given at **Annexure – ‘B’** and bidders are required to fill this up correctly with full details, as required under part – of RFP (The format annexed is only as an

illustration. This format should be filled up with items/requirements as mentioned in part- of RFP).

3. This communication is being issued without prejudice and with **NIL** financial commitments, whatsoever.

Sig. & Name of proprietor
With rubber stamp of firm

A handwritten signature in black ink, appearing to read 'Haroop Kaur', with a horizontal line drawn underneath it.

(Haroop Kaur)
Fg Offr
ED AF School Agra

FORM 1 LETTER OF PROPOSAL

(To be printed on the letterhead of the Bidder/Lead Member) Dated:

Air FORCE SCHOOL, KHEDIA MOD AGRA

Sub: **Response to RFP No: []** for setting up a connection with the capacity of 250 KW (Phase-I) grid connectivity with zero export device based solar PV systems for utilization of power by AFS, Agra in its electrical connections.

Dear Sir,

With reference to your RFP dated []¹, we, having read and examined in detail the Bid Documents and understood their contents, hereby submit our Qualification Proposal. The Qualification Proposal is unconditional and unqualified and valid for 90 (one hundred and eighty) days from the Bid Due Date.

1. We give our unconditional acceptance to the Bid Documents issued by AFS. In token of our acceptance to the Bid Documents, the same have been initiated by us and enclosed with our Qualification Proposal. We confirm and undertake that we shall sign and execute the Contract Agreement as per the provisions of the RFP, without seeking any deviations or amendments, and the provisions of the Contract Agreement shall be binding on us.
2. We acknowledge that AFS will be relying on the information provided in the Bid and the documents accompanying the Qualification Proposal for selection of the Bidders for awarding the Unit(s), and we certify that all information provided in the Qualification Proposal and in the Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Qualification Proposal are true copies of their respective originals. In the event that any of the information provided in the Qualification Proposal is found to be incorrect after our selection as the Selected Bidder, we agree that the same would be treated as an event of default under the Contract Agreement, and the AFS shall have the right to terminate the Contract Agreement.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by AFS in respect of any matter regarding or arising out of this RFP shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
4. The statements in this letter are made for the express purpose of qualifying for participation and selection as the Selected Bidder for the development, operation and maintenance of the projects notified as Project A and Project B in the bid document and we are enclosing herewith our response to the RFP with formats duly digitally signed as desired by you in accordance with the RFP, for your consideration.

Roof Top Solar PV Systems:

5. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit our Bid and execute the Contract Agreement for the development, operation and maintenance of the projects in the event of our selection as the Selected Bidder.

6. We hereby understand and confirm that AFS reserves the right, at any time, to verify the documents furnished by us, including the documents satisfying the qualification criteria to the extent claimed in the Qualification Proposal with the original documents. Further, we shall make available to AFS any additional information it may find necessary or require supplementing or authenticate the Bid.

7. We acknowledge the right of AFS to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

8. We represent, warrant and undertake that:

(a) We have examined and have no reservations to the Bid Documents and do not seek any deviations to the Bid Documents issued by AFS;

(a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with AFS or any other public sector enterprise or any government, Central or State.

(b) We have taken steps to ensure that in conformity with the provisions of the RFP, no Person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(c) The Bid Documents and all other information provided by AFS are and shall remain the property of AFS and are provided to us solely for the purpose of preparation and the submission of our Bid in accordance with the RFP. We undertake that we shall treat all information received from or on behalf of AFS as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of our Bid.

(d) We, [including the Members of the Consortium] or our Associates have not been barred by any government or government instrumentality in India or in any other jurisdiction in which we or our Associates belong or in which we conduct our business, from participating in any project or being awarded any contract as of the date of submission of our Qualification Proposal.

(e) We certify that we, [including the Members of the Consortium], or our/their Associates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to participate in the Bid Process and, if selected as the Selected Bidder, which could cast a doubt on our ability to develop, operate and maintain the Unit(s), in accordance with the Project Agreement.

9. We understand that you may cancel the Bid Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP.

10. We declare that we or our Associates are not submitting another Bid.

11. We undertake that in case due to any change in facts or circumstances during the

Bid Process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall intimate AFS of the same immediately.

12. We are submitting with this Qualification Proposal and all the documents that are required to be submitted in accordance with the RFP.

13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by AFS in connection with evaluation of Qualification Proposals, declaration of the Selected Bidder(s), or in connection with the Bid Process itself, in respect of the Project and the terms and implementation thereof, to the fullest extent permitted by applicable law and waive any and all rights and/or claims we may have in this respect, whether actual or contingent, whether present or in future.

14. In the event of us being declared as the Selected Bidder, we agree to enter into Contract Agreements. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.

15. We understand that except to the extent as expressly set forth in the Contract Agreements, we shall have no claim, right or title arising out of any documents or information provided to us by AFS or in respect of any matter arising out of or concerning or relating to the Bid Process.

16. We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, shall we have any claim or right against AFS if the Project is not awarded to us or our Bid is not opened or considered, as the case may be.

17. We further confirm that the technology proposed to be used by us for the Project is commercially established and operational technology.

18. This Bid Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Bhopal will have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.

In witness thereof, I/we submit this Qualification Proposal under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Date

Name and seal of the Bidder
(Signature, name and designation of
the authorised signatory of the
Bidder/Lead Member)

TECHNICAL BID FORMAT (UNDER TWO BID SYSTEMS) FOR INSTALLATION OF 250 KWGRID CONNECTIVITY WITH ZERO EXPORT DEVICE SOLAR POWER PLANT WITH ALL NECESSARY FITTINGS AND FIXTURES: No. 1 AIR FORCE SCHOOL, AGRA

NOTE: TO BE FILLED ON YOUR LETTER HEAD AND SUBMITTED ALONG WITH THE BID

Solar Systems	Description	Unit	Specifications	Quantity	YES	NO
1.	Solar Panels	Watt	545 W Mon crystalline(IEC –Certified)	459		
2.	Solar (Inverter)	KVA	Grid connected	100KW x2 50KW x1		
3.	Solar Structure (Module Mounting structure)	Watt	Aluminium with SS 304 Nut bolts	As per design/Rcc rooftop mounted		
4.	DC Cable	Meter	1CX4/6 Sq. mm(copper wire) ISO 9001/ISO 14001/TUV Certified)	As per design		
5.	Ac cable	meter	50 To 400 Sq mm (As per Requirement)(aluminium wire) ISO-9001:2008/ISO14001:2004/TUV Certified	As per design		
6.	ACDB Box	Nos	IP 35 Metal/Polycarbonate With SPD and MCB	As per design		
7.	Array Junction Box	Nos	With Isolator and Fuse (IP 67Comactable)	As per design		
8.	PVC/HDPE Conduit pipe	Meter	UV Protected	As per design		
9.	MC4 Connectors	Nos	1.5inch(UV Protected/IP 65)	As per design		
10.	Cable Thimble	Nos	4/10/16/35/125 Sq. mm-Ring Type/Pin Type,(Aluminium/Copper Coated)	As per design		
11.	Cable Ties	Nos	100/200/250&400mm	As per design		
12.	Nut/Bolt/Washer	Nos	Stainless Steel (304) ,Spring Washer	As per design		

13.	Anchor Bolt	Nos	As per Requirement	As per design		
14.	Lightning Arrestor	Nos	ESE/CCA 5 Spikes/5 Meter long ESE approved	As per design		
15.	Earthing Cable	Nos	6 sq. mm Copper wire (IS:694:2010Cetrified)	As per Requirement		
16.	Earthing Pits with BFC	Nos	3m 50mm dia	Nos		
17.	Earthing Strips	Kg	25X3 mm	mtr.		
18.	Earthing Pit Chamber	Nos.	Cast Iron/Plastic	Nos		
19.	Earthing Kit	Nos	17.2mm,3 meter copper bonded rod	As per Design		
20.	Zero Export	Set	Export Power Management	Set		
21.	PV-DG	Set	PV-DG-Grid Synchronization	Set		
22.	Warranty of entire project		Minimum 05 Yrs Performance Warranty 25 Yrs			
23.	Water based sprinkler system		For entire solar plant for maintenance and cleaning.	As per Requirement		

Date:

Signature with stamp of the firm

ANNEXURE-‘B’ TO RFP

**PRICE BID FORMAT (UNDER TWO BID SYSTEM) FOR INSTALLATION OF 250 KWGRID
CONNECTIVITY WITH ZERO EXPORT DEVICE SOLAR POWER PLANT WITH ALL
NECESSARY FITTINGS AND FIXTURES
: No. 1 AIR FORCE SCHOOL, AGRA**

NOTE: PRICES TO BE FILLED IN THE FORMAT GIVEN BELOW WHILE SUBMISSION OF COMMERCIAL BID.

Solar Systems	Description	Unit	Specifications	Quantity	Rate	Total
24.	Solar Panels	Watt	545 W Mon crystalline(IEC –Certified)	459		
25.	Solar (Inverter)	KVA	Grid connected	100KW x2 50KW x1		
26.	Solar Structure (Module Mounting structure)	Watt	Aluminium with SS 304 Nut bolts	As per design/Rcc rooftop mounted		
27.	DC Cable	Meter	1CX4/6 Sq. mm(copper wire) ISO 9001/ISO 14001/TUV Certified)	As per design		
28.	Ac cable	meter	50 To 400 Sq mm (As per Requirement)(aluminium wire) ISO-9001:2008/ISO14001:2004/TUV Certified	As per design		
29.	ACDB Box	Nos	IP 35 Metal/Polycarbonate With SPD and MCB	As per design		
30.	Array Junction Box	Nos	With Isolator and Fuse (IP 67Comactable)	As per design		
31.	PVC/HDPE Conduit pipe	Meter	UV Protected	As per design		
32.	MC4 Connectors	Nos	1.5inch(UV Protected/IP 65)	As per design		
33.	Cable Thimble	Nos	4/10/16/35/125 Sq. mm-Ring Type/Pin Type,(Aluminium/Copper Coated)	As per design		

34.	Cable Ties	Nos	100/200/250&400m m	As per design		
35.	Nut/Bolt/Wa sher	Nos	Stainless Steel (304) ,Spring Washer	As per design		
36.	Anchor Bolt	Nos	As per Requirement	As per design		
37.	Lightning Arrestor	Nos	ESE/CCA 5 Spikes/5 Meter long ESE approved	As per design		
38.	Earthing Cable	Nos	6 sq. mm Copper wire (IS:694:2010Cetrifie d)	As per Requireme nt		
39.	Earthing Pits with BFC	Nos	3m 50mm dia	Nos		
40.	Earthing Strips	Kg	25X3 mm	mtr.		
41.	Earthing Pit Chamber	Nos.	Cast Iron/Plastic	Nos		
42.	Earthing Kit	Nos	17.2mm,3 meter copper bonded rod	As per Design		
43.	Zero Export	Set	Export Power Management	Set		
44.	PV-DG	Set	PV-DG-Grid Synchronization	Set		
45.	Water based sprinkler system		For entire solar plant for maintenance and cleaning.	As per Requireme nt		
Total						
Installation Charges						
Transportation						
Taxable Total						
GST @% Extra						
GRAND TOTAL						

L1 VENDOR WILL BE FINALISED ON THE BASIS OF GRAND TOTAL AMOUNT

Date:

**Signature with stamp of
the firm**

SPECIFICATIONS: WARRANTY PERIOD OF THE ITEMS MUST BE MENTIONED IN THE QUOTATION. CATALOGUE OF ITEMS AS MENTIONED ABOVE WITH MAKE AND MODEL NO. WITH SAMPLE IMAGES IS MANDATORY AND TO BE ATTACHED WITH RFP. VENDOR SHOULD UNDERSTAND THE REQUIREMENTS OF INSTALLATION BEFORE QUOTING THE PRICE. HENCE, ATTENDING PRE-BID MEETING IS MANDATORY. NO NEGOTIATION WILL BE ENTERTAINED ONCE VENDOR HAS BEEN DECLARED AS L1.

(*Unit/Basic price in words:)

(a) SPECIFICATIONS: REPUTED BRAND ONLY. WARRANTY PERIOD OF THE ITEMS MUST BE MENTIONED ON THE QUOTATION. CATALOGUE OF ITEMS AS MENTIONED ABOVE WITH MAKE AND MODEL NO. IS MANDATORY AND TO BE ATTACHED WITH RFP.

- (i) Bids are to submit by the bidders on their original memo/letter pad with GSTIN No.
 - (ii) Vendors are requested to enclose the warranty clause or any other catalogue details in support of your quotation.
 - (iii) Writing of basic price in words is mandatory. **L1 vendor will be decided on basic price including cost of content**
 - (b) Accessories
 - (c) Installation/Commissioning charges
 - (d) Is GST?
 - (e) If yes, mention the following –
 - (i) Total value of items on which GST is leviable:
 - (ii) Rate of GST (item – wise if different ED is applicable):
 - (iii) Surcharge on GST, if applicable?
 - (iv) Total value of GST payable:
 - (f) Is GST Exemption (EDE) required?
 - (g) If yes, then mention and enclose the following:
 - (h) Excise notification number under which EDE can be given:
 - (j) Is GST?
 - (k) If yes then mention the following:
 - 1. Total value on GST is leviable:
 - 2. Rate of GST:
 - 3. Total value of GST leviable:
 - (l) Is GST.
 - (m) If yes, then mention the following:
 - i. Total value of services on which service GST is leviable:
 - ii. Rate of GST leviable:
 - iii. Total value of Service GST leviable:
 - (n) Is service GST.
 - (O) Grand Total: _____ (Basic Price + GST)
- In words: Rupees _____



(Haroop Kaur)
Fg Offr
ED AF School Agra

Appendix 'C'**CERTIFICATE OF ACCEPTANCE OF TERMS & CONDITIONS OF BID**

It is certified that all the terms and conditions as laid in the attached pages and anywhere in the tender and its appendices are accepted by the company / authorized individual and will abide by them.

Company Seal.

Authorized Signatory of Company

Place. _____

Date. _____

PERFORMANCE BANK GUARANTEE**From:****Bank** _____**To,**

The President of India
 Ministry of Defence,
 Government of India
 New Delhi

Dear Sir/Madam,

1. Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "**seller**" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (10 %) of total Contract value amounting to _____ to secure its obligations to the President of India.

2. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ (Rupees _____ only). Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

3. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

4. In no case shall the amount of this guarantee be increased.

5. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

6. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

7. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____.

ECS MANDATE

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's name :
2. Particulars of Bank Account –
 - a. Bank name :
 - b. Branch name :
 - c. Address :
 - d. Telephone numbers :
 - e. IFS code :
 - f. 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank :
 - g. Account Type (S.B. Account / Current Account or Cash) :
 - h. Ledger number:
 - j. Ledger Folio number :
 - k. Account number as appearing on Cheque Book :
3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect :

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

Date -
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:
Date:
Signature of the Authorized
Official from the Bank

SUMMARY OF THE RFP

1. Basically AF School Agra needs, 250 KW of Solar power plant with best quality material as specified in Appendix A to RFP, to provide electricity requirement to operate VRF for entire school building.
2. The design of installation should include all the modern precaution so that it not damages the roof of the building. The design is to be made in such a way so that the strength of the roof is not compromised.
3. The Agra region is gale prone area so necessary precautions are to be adhered while finalising the design.
4. The design of the solar plant is to be made with the user's requirement and to be approved before its execution from the buyer.
5. One person should be employed from the seller strictly for school to look after maintenance of entire solar plan during warranty period.



(Haroop Kaur)
Fg Offr
ED AF School Agra