

**Bid Specifications for
Empanelment of Agencies
for Design, Manufacture, Testing, Supply,
Installation & Commissioning of
Grid connected Rooftop SPV Power Plants
of different capacities
Including five years Comprehensive Maintenance
Contract (CMC) on Turnkey basis
anywhere
in the state of Jharkhand**

(JREDA)

Government of Jharkhand

Tender reference no.: 01/JREDA/GCRT/EMP/18-19



Jharkhand Renewable Energy Development Agency (JREDA)

3rd Floor, S.L.D.C. Building, Kusai Colony, Doranda, Ranchi-834002.

Ph.: 0651-2491161, Fax: 0651-2491165,

E-mail: info@jreda.com; Website: www.jreda.com

CONTENTS

Section -1: List of Important dates & details of Bids4

Section-2 :Instructions to Bidders.....5

Section-3: Notice Inviting Bid.....7

Section-4: Instructions to Bidders..... 11

Section-5: General Terms & Conditions 22

Annexure-1: Format for Covering Letter 26

Annexure-2: Information About The Bidding Firm 27

Annexure-3: Declaration by the Bidder 28

Annexure-4: Format For Financial Requirement – Annual Turnover 29

Annexure-5: Format For Financial Requirement - Net Worth Certificate..... 30

Annexure -6: Format of Power of Attorney for Signing Bid 31

Annexure-7: Details of Orders Received and Executed in Last 7 Years 32

Govt. of Jharkhand
Energy Department
Jharkhand Renewable Energy Development Agency (JREDA)
3rd Floor, S.L.D.C. Building, Kusai Colony, Doranda, Ranchi-834002.
Ph.: 0651-2491161, Fax: 0651-2491165,
E-mail: info@jreda.com; Website: www.jreda.com

e-Procurement Notice
for Empanelment of Agencies for Grid Connected Rooftop Solar
Power Plant Programme in the State

Tender reference no.: 01/JREDA/GCRT/EMP/18-19,

Dated 17.04.2018

Online Bids are invited by Jharkhand Renewable Energy Development Agency (JREDA) from eligible Bidders for implementation of Grid Connected Rooftop Solar Power Plant Programme in the State of Jharkhand. JREDA is a State Nodal Agency for implementation & development of Renewable Energy Programme in the State.

1	Name of the work	Empanelment of Agencies for Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid Connected Rooftop SPV Power Plants of different capacities including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis anywhere in the state of Jharkhand.
2	Contract Period	12 (Twelve) months
3	Date of publication of NIT on website: http://jharkhandtenders.gov.in	19.04.2018 (Thursday)
4	Date & time of Pre-bid meeting	27.04.2018 (Friday) at 1.00 P.M.
5	Last date & time for receipt of online bids	11.05.2018 (Friday) up to 05:00 PM
6	Submission of original copies of Bid fee & EMD (Offline)	11.05.2018 and 12.05.2017 up to 5.00 P.M.
7	Technical Bid Opening Date	14.05.2018 (Monday) at 03:00 PM
8	Name & address of office inviting tender	Director, Jharkhand Renewable Energy Development Agency(JREDA) 3 rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002 (Jharkhand)
9	Contact no. of procurement officer	0651-2491168/67/61
10	Helpline no. of e-procurement	0651-2491168/67/61

Any change can be seen on website: <http://jharkhandtenders.gov.in> & www.jreda.com

Further details can be seen on website: <http://jharkhandtenders.gov.in> & www.jreda.com

Sd/-
Director,
JREDA, Ranchi

Section -1: List of Important dates & details of Bids**NIB No: 01/JREDA/GCRT/EMP/18-19**

1	Name of work	Empanelment of Agencies for Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants of different capacities Including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis anywhere in the state of Jharkhand.
2	Tender reference no.	01/JREDA/GCRT/EMP/18-19
3	Period of empanelment	12 (Twelve) months
4	Mode of submission of tender	Online through www.jharkhandtenders.gov.in
5	Cost of Bid document (Non-refundable)	❖ For General Bidder/ New Entrepreneurs: Rs. 10,000/- (Rupees ten thousand) only. ❖ For MSME of Jharkhand: Rs. Nil
6	Earnest Money Deposit	❖ Required at the time of price bid submission.
7	Publishing on website	19.04.2018(Thursday)
8	Date & time of Pre-bid meeting	27.04.2018(Friday) at 1:00 P.M.
9	Bid online submission	Start date: 04.05.2018 Time: 10.00 AM
		End date : 11.05.2018 up to 5:00 P.M
10	Technical bid opening date	14.05.2018(Monday) at 3:00 P.M.
11	Authority inviting bids	Director, Jharkhand Renewable Energy Development Agency(JREDA)
12	Address	Jharkhand Renewable Energy Development Agency(JREDA) 3 rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002. Ph. No: 2491161,Fax No: 0651-2491165 Web site: www.jreda.com E-mail: info@jreda.com

Note: The tender fee in original must be submitted between all working days from **11.05.2018 to 12.05.2018** by 5.00 PM. If tender fee is not received before mentioned date and time, tender shall not be accepted.

Place for receiving tender fee

Jharkhand Renewable Energy Development Agency (JREDA), 3rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002.

Section-2 :Instructions to Bidders

NIB No: 01/JREDA/GCRT/EMP/18-19

1. The guidelines to submit bid online can be downloaded from website <http://Jharkhandtenders.gov.in>
 2. The interested bidders can download the bid from the website “<http://Jharkhandtenders.gov.in>”.
 3. To participate in bidding process, bidders have to get ‘Digital Signature Certificate (DSC)’ as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mention digital signature certificate from any approved vendors (CCA). Bidders, who already possess valid Digital Certificates, need not to procure new Digital Certificate.
 4. The bidders have to submit their bids online in electronic format with digital Signature. The bids without digital signature will not be accepted. No proposal will be accepted in physical form.
 5. Bids will be opened online as per time schedule mentioned in Section 1
 6. Bidders should get ready with the scanned copies of cost of documents & tender fee as specified in the tender document. Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
 7. Bidder have to produce the original D.D. towards tender fee in approved form to the authority “Director, Jharkhand Renewable Energy Development Agency, Ranchi” on the date & time as mentioned in the NIT failing which bidder will be disqualified. The details of cost of documents specified in the tender documents should be the same as submitted online (scanned copies) otherwise tender will summarily be rejected.
 8. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority.
 - i. The department will not be responsible for delay in online submission due to any reason.
 9. All the required information for bid must be filled and submitted online.
 10. Other details can be seen in the bidding documents.
- B. Details of documents to be furnished for online bidding
1. Scanned copies of the following documents to be up-loaded in pdf. format on the website <http://Jharkhandtenders.gov.in>.
 - i. D. D. towards Tender fee.
 - ii. GST certificate.
 - iii. PAN Card
 - iv. Firm’s registration certificate/ Registration certificate of MSME of Jharkhand.
 - v. Certificate issued by Industry Dept. or MNRE for system manufacturing.
 - vi. Audited Balance sheet of last three years.
 - vii. Income tax return certificate of last three years
 2. Scanned Copies of the Annexure as per the enclosed formats should be uploaded after converting the same to .pdf format.
 - i. Annexure-1: Covering letter.
 - ii. Annexure-2: Information about the bidding firm.
 - iii. Annexure-3: Declaration by the bidder.
 - iv. Annexure-4: Annual Turnover.
 - v. Annexure-5: Net Worth certificate.
 - vi. Annexure-6: Format for power of attorney for signing of bid.
 - vii. Annexure-8: Contact Person for the NIB
 3. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post.

4. SBD is not to be uploaded by the bidder. The bidder has to give affidavit stating agree / disagree on the conditions in the SBD. The bidders, who disagree on the conditions of SBD, cannot participate in the tender.

Section-3: Notice Inviting Bid
NIB No: 01/JREDA/GCRT/EMP/18-19

Sub: Empanelment of Agencies for Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants of different capacities including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis anywhere in the state of Jharkhand.

Preamble:

With the help of Financial Assistance from Government of Jharkhand and/ or MNRE under their SPV Roof Top Programme, JREDA wishes to select competent, experienced and financially sound Channel Partner (CP) registered under grid connected rooftop of MNRE; to supply, install, commissioning and to maintain Rooftop Solar Photovoltaic Grid connected Systems. A registered manufacturing company/Firm/Corporation in India (Including MSME of Jharkhand) of at least one of the major sub systems namely SPV Cells/ Modules or Battery or PV System Electronics (Conforming to relevant National/ International Standards) in the State of Jharkhand.

Above work is to be carried out on “**Turn Key Basis**” which includes design, supply of SPV systems with all accessories and equipment’s, installation, testing, commissioning and maintenance services for 5 years with free replacement warranty on spare parts against manufacturing defects for five years. It also includes obtaining concern DISCOM and Chief Electrical Inspector (CEI) approvals. JREDA will provide the list of buildings from time to time where rooftop systems need to be installed. The successful bidders have to execute the Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants after getting due approval from JREDA.

Only those bidders are eligible to participate in the bid who are not in the empaneled list of NIB No. 12/JREDA/GCRT/EMP/17-18. Whereas bidders empaneled under NIB No. 12/JREDA/GCRT/EMP/17-18 as New Entrepreneur/New MSME and wants to upgrade their category of empanelment based on their work experience, turnover and net-worth of FY17-18 can also participate in this tender. Channel Partners empaneled under NIB No. 12/JREDA/GCRT/EMP/17-18, wants to increase their bid capacity based on their work experience, turnover and net-worth of FY 17-18 can also participate in this tender.

This tender is for empanelment of channel partner without any rate contract, in which bidder is empaneled on the technical specifications. The financial bids will be asked from the bidders, time to time on as in when required basis to carry out the work. The empanelment of CP is for 1 year which can be extended 1 year more based on the performance of the CP.

Part –I: -The Technical Conditions:

The bidder should fulfill the following Technical eligibility conditions: -

1. The bidder should be MNRE approved Channel Partner/ MNRE approved New Entrepreneurs/ MNRE approved manufacturer/ MNRE approved PV System integrator.

or,

A registered manufacturing company/Firm/Corporation in India (Including MSME of Jharkhand/ New MSME of Jharkhand) of at least one of the major sub systems namely SPV Cells/ Modules or Battery or PV System Electronics (Conforming to relevant National/ International Standards).

The bidder shall furnish either relevant MNRE certificate or concerned Industry Department certificate clearly indicating

that they are manufacturers of SPV Cells/ Modules or Battery or PV System Electronics/ MSME certificate or MNRE Channel Partner for New Entrepreneurs as applicable. **Authorized dealers and subcontractors are not eligible to participate.**

2. The bidder should be a functional organization. To substantiate this claim, the bidder should submit the copy of audited balance sheet with profit & loss account for last 3 years or from the date of establishment to 31.03.2017/2018, whichever is applicable. For New Entrepreneurs category (MNRE Channel Partner), the bidder should submit the copy of audited balance sheet with profit & loss account for last 1 years or from the date of establishment to 31.03.2017/2018, whichever is applicable. These audited balance sheets should be duly certified by the Statutory Auditor with his stamp.
3. Registered Micro, Small & Medium Enterprise (MSME) of Jharkhand should submit the attested copy of Registration given by the Industry Department, Govt. of Jharkhand.

4. **Technical Eligibility:**

I. For General Bidder: General bidder should have to qualify the following

- (i) The bidder should have installed at least one Grid connected/off grid Solar PV Power Plant having capacity of not less than **10 KWp** for category 'A', **25 KWp** for category 'B' and **50 KWp** for category 'C' which should have been commissioned up to date of this tender and.
- (ii) Cumulative experience of executing contracts of supply & installation of at least **25% of Bid capacity of SPV Power Plant** to any SNA / Govt. Organization / PSU in the last seven years ending up to date of date of this tender.

II. For MSME of Jharkhand: MSME of Jharkhand should have to qualify the following

- (iii) The bidder should have installed at least one Grid connected Solar PV Power Plant having capacity of not less than **5 KWp** for category 'A', **10 KWp** for category 'B' and **20 KWp** for category 'C' which should have been commissioned up to date of this tender and
- (iv) Cumulative experience of executing contracts of supply & installation of at least **10% of Bid capacity of SPV Power Plant** to any SNA / Govt. Organization / PSU in the last seven years ending up to date of this tender.

III. For New Entrepreneurs/New MSME:

New Entrepreneurs should be MNRE channel partner and should fulfil the criteria fixed in the 'Operational Guidelines for Channel Partners/ New Entrepreneurs' issued by Ministry of New and Renewable Energy, Govt. of India vide circular no. 5/22/2013-14/RT dated 18.09.2015. New Entrepreneurs/ New MSME are exempted from experience requirement **and is applicable for category - 'A' & 'A-1' only**. New MSME of Jharkhand should be in manufacturing of at least one of the major sub systems namely SPV Cells/ Modules or Battery or PV System Electronics.

The copy of work order and certificate indicating its successful execution should be enclosed.

5. The offered PV Modules should be as per IEC61215 edition II / BIS 14286 from an NABL or IECQ accredited laboratory standards having test certificates prescribed by MNRE. The valid test certificate with authorization letter of the manufacturer should be uploaded as annexure. The offered PV Modules should be Crystalline Silicon PV Modules as per IEC 61215 Standards or IS14286 and having test certificates prescribed by MNRE. In addition, the modules must conform to IEC 61730 part I – requirement for construction and part – II requirement for testing, for safety qualification or equivalent IS. The offered modules shall be of standard make, specifications of any reputed brand approved by MNRE having test certificates issued from **MNRE specified** test laboratories.

6. The bidder must be in possession of valid test report of PCU & Battery from any of the following test centers: -
- Solar Energy Centre Gwalpahari – Gurgaon, Haryana (SEC)
 - Electronics Regional Test Laboratory (East) Bidhan Nagar, Kolkata (ERTL)
 - Central Power Research Institute, Bangalore (CPRI).
 - Any other test centre approved by MNRE.
7. Batteries should fulfil the requirement as per specification given at Technical Specification for Capacity Test Charge/Discharge efficiency Self-Discharge as per MNRE requirements and valid test reports with authorization letter of the manufacturer should be uploaded as annexure. The certificate should be in a form of an undertaking letter from the manufacturer complying all the technical specifications of battery. The offered batteries shall be standard make, specifications of any reputed brand approved and certified by MNRE.

Part –II: -The Financial Conditions:

The bidder should fulfill the following financial eligibility conditions: -

1. Financial Eligibility:

I. Turnover Requirement:

- (i) **For General Bidder:** Bidder should have the minimum average Annual Turnover of **25% of Bid Capacity** derived from the last three financial years ending on 31.03.2016/2017 on the basis of audited annual accounts.
- (ii) **For MSME of Jharkhand:** Bidder should have the average Annual Turnover of **10% of Bid Capacity** derived from the last three financial years ending on 31.03.2016/2017 on the basis of audited annual accounts.
- (iii) **For New Entrepreneurs/New MSME:** Bidder should have the average Annual Turnover of **10% of Bid Capacity** derived from the date of establishment in case the company is older than 1 year. However, **New Entrepreneurs/New MSME** bidder must submit annual turnover of 10% of bid capacity of last financial year on basis of audited annual accounts.

The certificate should be as per the Performa given at [Annexure-4](#)

II. Net worth Requirement:

- (i) **For General Bidder:** Bidder should have Positive Net Worth of minimum **10%** of Bid Capacity as on 31.03.2017/2018 on the basis of audited annual accounts.
- (ii) **For MSME of Jharkhand:** Bidder should have Positive Net Worth of minimum **5%** of Bid Capacity as on 31.03.2017/2018 on the basis of audited annual accounts.
- (iii) **For New Entrepreneurs/New MSME:** Bidder should have Positive Net Worth of minimum **5%** of Bid Capacity as on 31.03.2017/2018 on the basis of audited annual accounts

Net worth certificate should be as per the Performa given at [Annexure-5](#)

2. The financial competence of the bidder will be evaluated on the basis of average annual turnover of Rs. 25.00 Lakh per 100 kWp for general bidder (Rs. 10.00 Lakh per 100 kWp for MSME of Jharkhand/New Entrepreneur) from the last three years ending 31.03.2017/2018 and Net Worth of Rs. 10.00 Lakh per 100 kWp for general bidder (Rs. 5.00 Lakh per 100 kWp for MSME of

Jharkhand/New Entrepreneur) as on 31.03.2017/2018 on the basis of audited annual accounts. Technical competence of the bidder will be evaluated on the basis of 25 kWp of SPV Power Plant per 100 kWp for general bidder (10 kWp of SPV Power Plant per 100 kWp for MSME of Jharkhand) from the cumulative experience of executing contracts of SPV Power Plants during last seven years. Technical competence of the bidder will be evaluated on the basis of copy of order and corresponding certificate indicating its successful execution of SPV Power Plant.

3. The Participant should have valid GST No.
4. The Bidder should confirm that they have the resources and capability to supply the offered quantity within the scheduled period in the form of an undertaking.
5. Bidders have to download the bid document from website (www.jharkhandtenders.gov.in) and submit the scan copy of the cost of the bid document to be submitted in shape of demand draft of requisite value as mentioned in Section-1 (List of Important dates & details of Bids) in favour of “Director, JREDA” on any Indian Nationalized Bank/Scheduled Bank, payable at “Ranchi”. The tender fee in original must be submitted by **12.05.2018 by 05.00 PM** in the office of JREDA.

Part –III: -Empanelment Procedure:

- (i) JREDA shall empanel all the bidders who qualify in the technical bid in each category.
- (ii) Allocation of the quantity to MSME registered in Jharkhand will be made as per the provisions made in Jharkhand Procurement Policy 2014. The MSME should be functional & should have running production unit of the Jharkhand and should fulfil all the criteria as fixed in Jharkhand Procurement Policy 2014.
- (iii) JREDA shall empanel New Entrepreneurs for category “A” and “A-1” only. Maximum 10% of the tendered capacity may be awarded to successful New Entrepreneurs. JREDA shall first allocate one project each to successful empanelled new Entrepreneurs/new channel partners/new MSME, JREDA shall allocate the next projects on successful completion of the first project.
- (iv) The empanelment shall be done purely on technical eligibility basis. Financial bids are not called with this tender for empanelment purpose. Financial bids will be called time to time on as in when required basis. Allotment of work will be done when the financial bids are called from empanelled CP and work will be allotted at discovered L1 price at the time price bids are called.
- (v) If quantity/capacity is left unallocated in any category, JREDA reserves the right to reallocate the left-over quantity to other categories.
- (vi) JREDA will initially allocate capacities/quantities to empanelled bidders based on the bid capacities. JREDA will review the progress of each agencies on monthly basis and a performance appraisal will be done after completion of six months. On the basis performance appraisal quantities allocated to agencies will be revised.

Section-4: Instructions to Bidders

NIB No: 01/JREDA/GCRT/EMP/18-19

Table of Clauses

Clause A. General		Clause D. Submission of Bids	
1	<u>Scope of Bid</u>	19	<u>Deadline for Submission of Bids</u>
2	<u>Source of Funds</u>		
3	<u>Eligible Bidders</u>		E. Bid Opening
4	<u>Qualification of the Bidder</u>	20	<u>Bid Opening</u>
5	<u>One Bid per Bidder</u>	21	<u>Process to be Confidential</u>
6	<u>Cost of Bidding</u>	22	<u>Clarification of Bids and Contracting the Employer</u>
7	<u>Site Visit</u>	23	<u>Examination of bids and Determination of Responsiveness</u>
	B. Bidding Documents and Evaluation		
		24	<u>Correction of Errors</u>
8	<u>Content of Bidding Documents</u>	25	<u>Evaluation and Comparison of Bids</u>
9	<u>Clarification of Bidding Documents</u>	26	<u>Preference for Domestic Bidders</u>
10	<u>Amendment of Bidding Documents</u>	F. Award of Contract	
C. Preparation of Bids		27	<u>Award Criteria</u>
11	<u>Language of Bid</u>	28	<u>JREDA Right to Accept any Bid and to Reject any or all Bids</u>
12	<u>Documents Comprising the Bid</u>	29	<u>Notification of Award</u>
13	<u>Bid Prices</u>	30	<u>Performance Security</u>
14	<u>Currencies of Bid and Payment</u>	31	<u>Performance Guarantee</u>
15	<u>Bid Validity</u>	32	<u>Plant Performance Evaluation</u>
16	<u>Earnest Money</u>	33	<u>Five year comprehensive maintenance contract</u>
17	<u>Alternative Proposals by Bidders</u>	34	<u>Preventive or routine maintenance</u>
18	<u>Sealing and Marking of Bids</u>	35	<u>Breakdown/ Corrective Maintenance</u>
		36	<u>Advances</u>
		37	<u>Corrupt or Fraudulent Practices</u>

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1. The JREDA invites bids for the work as described in these documents and referred to as "the works". The name and identification number of the works is provided in the Notice Inviting Bid.
- 1.2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part (I)-General Conditions of Contract.
- 1.3. Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering) are synonymous.

2. Source of Funds

- 2.1. The JREDA has decided to undertake the works of “**Empanelment for Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants of different capacities including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis anywhere in the state of Jharkhand.**” through funds from the Government of India, Government of Jharkhand & Beneficiary, to be implemented through JREDA.

3. Eligible Bidders

- 3.1. This Invitation for Bids is open to all bidders as defined in the Notice Inviting Bid.
- 3.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the works.

4. Qualification of the Bidder

- 4.1. All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2. All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Notice Inviting Bid/ITB.
 - a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business.
 - b) Copy of written power of attorney of the signatory of the Bid to commit the Bidder.
 - c) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the last three years for General Bidder and MSME of Jharkhand category only.
 - d) Information regarding any litigation or arbitration during the last seven years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- 4.3. Bids from joint venture are not allowed.
- 4.4. Each bidder must produce:
 - i) The current income-tax clearance certificate/PAN.
 - ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
 - iii) Such other certificates as defined in the Notice Inviting Bid. Failure to produce the certificates shall make the bid non-responsive.

- 4.5. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- 4.6. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
 - ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures
 - iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to JREDA.

5. One Bid per Bidder

- 5.1. Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the JREDA will, in no case, be responsible or liable for those costs.

7. Site Visit

- 7.1. The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for supply & installation of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Notice Inviting Bid.

B. Bidding Documents

8. Content of Bidding Documents

- 8.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.
1. Notice Inviting Tender
 2. Instructions to Bidders
 3. Qualification Information
 4. Conditions of Contract
 5. Form of Bid
- 8.2. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 23 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-bid Meeting

- 9.1. A prospective Bidder requiring any clarification of the bidding documents may notify the JREDA in writing at the JREDA's address indicated in the Notice Inviting Tenders. The JREDA will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids or as per date mentioned in the bid. Copies of the JREDA's response will be

forwarded or uploaded on our website www.jreda.com to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

- 9.2. If JREDA decides to hold a pre-bid meeting, the bidder or his authorized representative shall be invited to attend it.
- 9.3. The purpose of such a meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.4. The bidder is requested to submit any questions in writing or by cable so as to reach the JREDA not later than two days before the meeting.
- 9.5. Minutes of the meeting, including the text of the questions raised and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the JREDA exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.
- 9.6. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- 10.1. Before the deadline for submission of bids, the JREDA may modify the bidding documents by issuing addenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the JREDA shall extend, if necessary, the deadline for submission of bids, in accordance with Clause 19.2 of ITB.

C. Preparation of Bid

11. Language of Bid

- 11.1. All documents relating to the Bid shall be in the language specified in the Notice Inviting Bid.

12. Documents Comprising the Bid

- 12.1. Technical Bid – (Fee/Pre-Qualification/Technical Cover)

12.1.1. Tender Fee

- a) Scanned Copy of Demand draft drawn in favour of “DIRECTOR, JREDA”, payable at Ranchi towards Cost of Tender Fee as specified in the Notice Inviting Bid.

12.1.2. Pre-Qualification Details

- a) Scanned Copy of Certificate for availability of Credit Facility for 10% of Tendered Amount from any Scheduled Commercial Bank.

12.1.3. Technical Details & Declaration

- a) Proposed work programme (work method, time schedule and financial flow), description, and charts as necessary (Duly to be signed digitally) to comply with the requirement of the Bidding Document.
- b) Scanned copy of an Affidavit by the Bidder that he/she has accepted the S.B.D.

12.1.4. Technical Details of documents

Scanned copies/Prescribed Formats of Documents to be attached in “My Document” in .pdf format file duly digitally signed by the bidder.

- a) Income Tax clearance certificate
- b) PAN Card
- c) GST certificate.
- d) Proof of completion of similar works during the last 7 years and list of similar works in hand in the prescribed formats in the ITB duly signed by the competent authority of the issuing Department (in format given in ITB)
- e) Financial Report for the last 3 years (up to 31/3/2016/2017) certified by chartered Accountant.
- f) Annual Turn over Details certified by Chartered Accountant.
- g) Net worth certificate certified by Chartered Accountant.
- h) List of current litigant cases in which the bidder is involved (in format given in ITB).
- i) An affidavit for non-engagement of related persons.
- j) Authorized address & contact numbers of the bidder as per instruction in the Notice Inviting Bid duly digitally signed.
- k) Bid Capacity
- l) Undertaking of Bidder that he is able to invest minimum of cash upto 10% as defined in ITB.
- m) Undertaking for validity of bid for 365 days.

12.2. Financial Bid –

- I. Financial Bid is not asked with this tender. Financial bids will be asked from all empaneled CP under this tender on as in when required case basis.

12.3. The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section Particulars

- i. Notice inviting Tender
- ii. Instruction to the bidders
- iii. Conditions of Contract
- iv. Contract Data
- v. Specifications if any
- vi. Drawings if any

13. Bid Price (Whenever will be called, below mentioned clauses will be applicable)

- 13.1. The Bidder shall adopt the Item Rate Method as specified in the Notice Inviting Bid only the same option is allowed to all the Bidders.
- 13.2. All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 13.3. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.
- 13.4. Quoted price for grid connected rooftop SPV power plants are complete in all respect as per Technical Specifications inclusive of all Central/State/Local taxes & duties, packing, forwarding, transit insurance, loading & unloading, transportation & other charges etc. FOR destination at any site in Jharkhand and inclusive of installation, testing, commissioning, performance testing and training.

14. Bid Validity

- 14.1. Bids shall remain valid for a period of 365 (Three hundred Sixty-Five) days after the deadline date for bid submission specified in Clause 19 of ITB. A bid valid for a shorter period shall be rejected by the JREDA as non-responsive.
- 14.2. In exceptional circumstances, prior to expiry of the original time limit, the JREDA may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

15. Earnest Money

- 15.1. The Bidder shall furnish, Earnest Money, in the amount specified in the Notice Inviting Bid, whenever price bids will be called.
- 15.2. The Earnest Money shall, at the Bidder's option, be in the form of Bank Guarantee/Demand Draft of a scheduled commercial bank, issued in favour of the name given in the Notice Inviting Bid. The Bank Guarantee shall be valid for 12 months or more after the last date of receipt of price bids. Other forms of Earnest Money acceptable to the JREDA are stated in the Notice Inviting Bid.
- 15.3. Any bid not accompanied by an acceptable Earnest Money at the time price bids are called, unless exempted in terms given in the Notice Inviting Bid, shall be rejected by the JREDA as nonresponsive.
- 15.4. The Earnest Money of unsuccessful bidders will be returned within 30 days of the end of the Bid validity period specified in Clause 15.1 of ITB.
- 15.5. The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 15.6. The Earnest Money may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. Furnish the required Performance Security.

16. Alternative Proposals by Bidders

- 16.1. Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

D. Submission of Bids

17. Sealing and Marking of Bids

- 17.1. The Bidder shall place the two separate files (File I) marked "Technical Bid". The file will have markings as follows:

Technical Bid: To be opened on (date and time of Technical Bid opening as per clause 19.2 of ITB.)

The contents of the Technical bid shall be as specified in clause 12.1 of ITB. All documents are to be signed digitally by the bidder.

- 17.2. The files containing the Technical bid shall a) be addressed to the JREDA at the address provided in the Notice Inviting Bid b) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 20.1 of ITB.

18. Deadline for Submission of Bids

- 18.1. Complete Bids must be received by the JREDA at the address specified in the Notice Inviting Bid not later than the date and time indicated in the Notice Inviting Bid.
- 18.2. The JREDA may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the JREDA and the bidders previously subject to the original deadline will then be subject to the new deadline.

E. Bid Opening and Evaluation

19. Bid Opening

- 19.1. The JREDA will open the bids received (except those received late). In the event of the specified date for the submission of bids being declared a holiday for JREDA, the Bids will be opened at the appointed time and location on the next working day.
- 19.2. The files containing the technical bid shall be opened. The document marked “cost of bidding document” will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- 19.3. In all other cases, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the JREDA may consider appropriate, will be announced by the JREDA at the opening.
- 19.4. The JREDA will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 20.3 of ITB.
- 19.5. Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part-I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed and a list will be drawn up of the responsive bids who all bidders can be considered for empanelment
- 19.6. The JREDA shall inform, by email, telegram or fascimal, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Notice Inviting Bid.

20. Process to be Confidential

- 20.1. Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the JREDA's processing of bids or award decisions may result in the rejection of his Bid

21. Clarification of Bids and Contacting the JREDA

- 21.1. No Bidder shall contact the JREDA on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 21.2. Any attempt by the bidder to influence the JREDA's bid evaluation, by any means, bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

22. Examination of Bids and Determination of Responsiveness

- 22.1. During the detailed evaluation of "Technical Bids", the JREDA will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 22.2. A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the JREDA's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 22.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the JREDA, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23. Corrections of Errors (procedure shall be followed whenever price bids are called)

- 23.1. Bids determined to be substantially responsive, will be checked by the JREDA for any arithmetic errors. Errors will be corrected by the JREDA as follows:
 - a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 23.2. The amount stated in the Bid will be adjusted by the JREDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 15.6(b) of ITB.

24. Evaluation and Comparison of Bids (procedure shall be followed whenever price bids are called)

- 24.1. The JREDA will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 22 of ITB.
- 24.2. In evaluating the bids, the JREDA will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 24 of ITB.
- 24.3. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the JREDA may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the JREDA may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the JREDA against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.
- 24.4. After its evaluation, the JREDA may require that the amount of the performance security set forth in Clause 30 be increased at the expense of the successful Bidder to a level sufficient to protect the JREDA against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the JREDA, which shall be final, binding and conclusive on the bidder.

25. Price Preference

- 25.1. There will be no price preference to any bidder.

F. Award of Contract

26. Award Criteria

- 26.1. Subject to Clause 28 of ITB, the JREDA will award the Contract to the Bidder whose Bid has been determined:
- I. To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and as per clause 14 of Notice Inviting Bid (Section-3).

27. JREDA's Right to accept any Bid and to reject any or all Bids

- 27.1. Notwithstanding JREDA reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the JREDA's action without any reason.

28. Notification of Award and Signing of Agreement

- 28.1. The bidder whose Bid has been accepted will be notified of the award by the JREDA prior to expiration of the Bid validity period by cable, email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I - General Conditions of Contract called the "Letter of Acceptance") will state the sum that the JREDA will pay to the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Contract called the "Contract Price").
- 28.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30.
- 28.3. The Agreement will incorporate all agreements between the JREDA and the successful Bidder. It will be signed by the JREDA and the successful Bidder after the performance security is furnished.
- 28.4. Upon the furnishing by the successful Bidder of the Performance Security, the JREDA will promptly notify the other Bidders that their Bids have been unsuccessful.

29. Security Deposit

- 29.1. Successful General bidder shall submit a security deposit @10% of the allotted work order value in the form of Bank Guarantee valid for one year on or before 15 days from issuing work order. If Bank Guarantee will not be submitted within stipulated period from the date of issue of work order then JREDA shall cancel the work order.
- 29.2. Successful MSME bidders shall be required to submit security deposit @1% of the allotted work order value as per Jharkhand Procurement Policy.
- 29.3. Successful New Entrepreneurs bidders shall be required to submit security deposit @5% of the allotted work order value in the form of Bank Guarantee for one year on or before 15 days from issuing work order. If Bank Guarantee will not be submitted within stipulated period from the date of issue of work order, then JREDA shall cancel the work order.
- 29.4. The Security Deposit shall be refunded / released to the bidder after expiry of 60 days from the actual date of successful completion.

30. Performance Guarantee

- 30.1. Successful General bidder shall submit a performance guarantee @5% of the allotted work order value in the form of Bank Guarantee valid for five years on or before release of any payment.
- 30.2. Successful MSME bidders/New Entrepreneurs shall submit a Performance Guarantee @2.5% of the allotted work order value in the form of bank guarantee before release of payment.
- 30.3. The Performance Guarantee will have to be maintained by the bidder with JREDA till the completion of warrantee period.
- 30.4. The Security Deposit/Performance Guarantee shall be submitted in the form of bank guarantee in favour of “Director, JREDA” payable at Ranchi from any Indian Nationalized bank/Scheduled bank.
- 30.5. Non-submission of Security Deposit/Performance Guarantee within the time frame, shall lead to forfeiture of EMD and cancellation of LOI/LOA.
- 30.6. If Bidder/MSME unit fails to carry out the work allotted to him as per the provisions of the tender documents then such Bidder/MSME unit may be black listed for future awards of work.

31. Plant Performance Evaluation

- 31.1. The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance to qualify for release of payment. Minimum CUF of 15% should be maintained for a period of 5 Years for fulfilling one of the condition for release of PBG. The bidder should send the periodic plant output details to JREDA for ensuring the CUF. The PR will be measured at inverter output level during peak radiation conditions.

32. Five Years Comprehensive Maintenance Contract (CMC)

- 32.1. The Grid Connected Rooftop SPV Power Plant contract price includes the provision of 5 years mandatory Comprehensive Maintenance Contract (CMC). To ensure long term sustainability of the system, the bidder must provide his representatives name, full address, mobile number and photographs to JREDA with one hard copy as well as the names and contact details of all technicians must also be provided. Failure to do shall invite penalty and action.
- 32.2. The Comprehensive Maintenance Contract shall include servicing & replacement guarantee for parts and components (such as battery, electronics, Inverter, PV modules and other hardware) of Grid Connected Rooftop SPV Power Plant for five years from the date of installation. **PV modules shall be warranted for 25 years**. Battery should be warranted for a minimum life of 5 years. The date of CMC maintenance period shall begin on the date of actual commissioning of Grid Connected Rooftop SPV Power Plant. It is mandatory for the contractor to carry out CMC regularly and submit report to JREDA quarterly. Failure to submit quarterly CMC reports timely shall invite penalty and action.
- 32.3. For any issue related to operation & maintenance, a contact number shall be made available to the concerned departments to resolve immediately, if the bidder do not attempt the rectification of any such defect within three days of communication of such complaint to the bidders, the bidder will be liable for a penalty of Rs. 100 per day beyond three days of reporting of such complaint. Further if the outage of the plant is more than 30 days continuously, then the 50% PBG amount shall be encashed by JREDA and if the outage is exceeding more than 60 days than complete PBG amount shall be encashed by JREDA.

33. Preventive/Routine Maintenance

This shall be done by the supplier/contractor at least once in every month and shall include activities such as, cleaning and checking the health of the SPV system, cleaning of module surface, topping up of batteries, tightening of all electrical connections, regular checks to identify any leakage of electricity, changing of tilt angle of module mounting structure, cleaning & greasing of battery terminals and any other activity that may be required for proper functioning of the Solar Photovoltaic Power Plant. The maintenance record should be kept properly and to be submitted at JREDA office time to time. CMC documents should be certified by Beneficiary.

34. Breakdown / corrective Maintenance

Whenever a complaint is lodged by the user the bidder shall attend the same immediately. It is clarified that effective CMC means that the bidder should ensure smooth working of solar power plant throughout the CMC period and therefore, if any complaint in this level of service is found by the JREDA officials and if the bidder do not attempt the rectification of any such defect within three days of communication of such complaint to the bidders, the bidder will be liable for a penalty of Rs. 100 per day beyond three days of reporting of such complaint.

35. Advances

The JREDA will not provide Mobilization Advance and Advance against the security of equipment as provided in Part I - General Conditions of Contract.

36. Corrupt or Fraudulent Practices

The JREDA requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

Section-5: General Terms & Conditions

NIB No: 01/JREDA/GCRT/EMP/18-19

1. Introduction:

The instruction/information contained in the bid documents are for guidance and compliance of the intending bidder. Bidders are advised to obtain clarification from JREDA, if any, prior to submission of their bid, failing which it will be deemed that the stipulation made in the bid documents have been read, understood and are acceptable to the bidder.

Bidder shall bear all costs associated with the preparation and submission of the bid, journeys undertaken by them and subsequent bidding process till the award of the order to successful bidder and the JREDA shall in no case, shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. Scope of work:

3. The Scope of work for **Grid Connected Rooftop SPV Power Plant** includes **Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants of different capacities including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis for all Grid Connected Rooftop Programmes including for Govt. buildings and Electricity Consumers in Market Mode anywhere in the state of Jharkhand**, complete set in all respects along with one set of operational instruction cum maintenance manual (both English and Hindi) for each set and delivery on FOR destination/site (door delivery) basis across the State of Jharkhand as per the direction of JREDA. The list of destinations/consignees will be given to the successful bidder by JREDA before the start of dispatch.

3. Bid documents:

Tender documents shall comprise of all the documents mentioned in this Bid. In addition to these any other documents/amendments/revisions or instructions issued by JREDA from time to time to bidders till due date of opening of the offers, shall also be deemed to be integral part of the bid document.

4. Price: (procedure shall be followed whenever price bids are called)

The bidder shall quote his price as per schedule of items of work, whenever the price bids are called. The contract price rates shall be firm and binding and shall not be subject to any variation except for statutory variation of taxes and duties during the contractual completion period. *The price shall be inclusive of all taxes, duties and levies including GST and 5 years CMC etc. as on the opening date of tender.* The price shall also include designing, manufacturing, inspection, supply, transport, insurance, handling etc. All applicable charges for taking necessary clearance such as commercial tax, road permit etc. wherever required are also deemed to be included in the contract price.

5. Inspection of the factory and Tests:

JREDA reserves the right to inspect manufacturer's works/factory to ascertain the capability/availability of necessary equipment and infrastructure required for manufacture of the items offered. JREDA shall have the access and right to inspect the work or any part thereof at any stage and to test the goods to confirm their conformity to the technical specifications. Successful bidder shall inform JREDA at least 15 days in advance of schedule dispatch for technical sample audit.

6. Payment terms and conditions:

Subject to any deduction which JREDA may be authorized to make under this contract, the contractor shall be entitled to payment as follows:

- (a) **60%** of the Contract Price shall be paid against supply and delivery of goods in full and in good condition as certified by Consignee & JREDA Officials after submission of following documents:
- i. Original Commercial invoice raised from the state of Jharkhand for the supply made in triplicate (1+2).
 - ii. Copy of duly raised delivery challan / transportation challan /lorry receipt/dispatch clearance issued by JREDA.
 - iii. Duly filled details as per JREDA format(would be provided) should be submitted in three sets (one for Consignee record, one for JREDA Hq. and one for JREDA's field Executive Engineer).
 - iv. Photographs of all the equipment (materials) at destination with signature& seal of Consignee/JREDA Officials. This record should be kept in the office of Consignee for verification.
- (b) **30%** of the Contract Price shall be paid against Installation, Testing & Commissioning after submission of following documents:
- i) Copy of Original Commercial invoice raised at the time of supply in triplicate (1+2).
 - ii) Duly filled details as per JREDA format (would be provided)
 - iii) Certificate for minimum seven days of satisfactory performance with photographs of the each installed Grid Connected Rooftop SPV Power Plant with GPS Co-ordinates in Soft copy(CD).
- (c) Rest 10% of the Contract Price shall be paid @2% of the Contract Price on completion of every one year period of the 5 year CMC period,

This payment can also be released against submission of Bank Guarantee of equivalent value valid till CMC period of complete system. For this bidder has to submit a total of 5(five) nos. of Bank Guarantees of 2% value to the work order each having validity respectively for 1 year, 2 years, 3 years, 4 years and 5 years & 3 months.

The Bank Guarantee shall revoked by JREDA in case the Contractor fails to submit the CMC report in JREDA within one month of end of the respective quarters.

The Payment shall be released after submission of following documents:

- i) Copy of Original Commercial invoice raised at the time of supply in triplicate (1+2).
- ii) Submission of quarterly reports of CMC undertaken by the manufacturer as per Annexure-13.
- iii) Verification by JREDA officials.

The payment for the items to be procured/installed will be released on receipt of the corresponding share as has been provided in the approved scheme of JREDA either from MNRE, Govt. of Jharkhand, beneficiary or other concerned.

7. **Dispatch Instructions:**

All items/equipments shall be subject to **Pre-Dispatch Inspection (PDI)** by JREDA or its authorized representatives at the manufacturing site before their dispatch. The manufacturing site must have sufficient testing facilities. The manufacturer will submit **test report** with regard conformity to technical specifications for the items to be dispatched to work site of JREDA. However, equipments will be dispatched from the manufacturing site only after the receipt of "**Dispatch Clearance**" from JREDA after acceptance of test report. No consignment shall be dispatched without the receipt of dispatch clearance from JREDA. No PDI shall be done at any site other than the concerned manufacturing site. Successful bidders have to arrange necessary equipments for testing the materials to be supplied during the pre-dispatch inspection by JREDA at their manufacturers unit. Failure to fulfill the PDI conditions shall lead to cancellation of work order and forfeiture of security deposit.

The items which are being procured through this bid have to be installed on the basis of demand to be received by JREDA. Therefore, JREDA does not take responsibility that it will procure 100% quantity as has been indicated in the bid. Further, as JREDA will receive the demand, the supply order shall be placed to the successful bidder for execution in due time.

After finalization of the tender JREDA authority will first empanel bidders and take decision for issuing work order for the work under scope to the successful bidder; and thereafter on the basis of demands received in the JREDA office, request for supply/ installation will be communicated. Then within 2 months period the supplier will have to ensure pre dispatch inspection from JREDA and within next 30 days JREDA will issue Dispatch instruction. Accordingly the work of supply & installation will be completed by the vendor within 90 days period from the date of issue of dispatch instruction. The bidders shall have no claim regarding economy of scale, choice of district/s or choice of region in the state, for the purpose of transportation of items/materials to the demand/work sites.

8. Liquidated Damages for Delay in Completion & CMC:

If the supplier fails in the due performance of the contract to deliver any part of the equipment or complete the work within the time fixed under the contract or any extension thereof granted to him by JREDA and/or to fulfill his obligations in time under the contract, he shall be liable to pay to JREDA @0.5% per week maximum up to 10% of work value delayed beyond contract period. The same will be applicable if monthly CMC report will not be submitted within a week of due date.

9. Risk & Cost:

If the contractor fails to complete the awarded work up to extended period of one year from the scheduled date of completion then JREDA will be at liberty to cancel the said work order and will get the full or part of left over work to be completed by way of engaging alternate contractor and completion of the said work shall be got completed at risk & cost of the failed contractor and failed contractor shall be liable to pay all the dues to JREDA.

10. Insurance:

The supplier shall arrange for transit and erection insurance of the materials & equipments for setting up of Solar Photovoltaic System. In case of any theft or damage of equipment during erection period the same will be responsibility of supplier to get it rectify at their own cost.

11. Assignment/ Sub-letting:

The Manufacturer shall not assign or sublet, manufacture, shop testing, packing & forwarding, transportation, transit insurance, supply in whole or part, and its obligations to any third party to perform under the order/contract.

In the event the manufacturer contravenes this condition, JREDA reserves the right to reject the equipment/work contract and procure the same from elsewhere at manufacturer's risk and cost. The Manufacturer shall be solely liable for any loss or damage which JREDA may sustain in consequence or arising out of such replacing of the contract work.

12. Completeness of Tender:

All fittings, assemblies, accessories, hardware items etc. & safety and protection devices as required shall be deemed to have been included in the tender, whether such items are specifically mentioned in the BoM or not.

13. Compliance with Regulations:

The supplier/contractor shall comply with all applicable laws or ordinances, codes approved standards, rules and regulations and shall procure all necessary municipal and/or other statutory bodies and government permits & licenses etc. at his own cost. The contractor shall leave the purchaser, Director, JREDA harmless as a result of any infractions thereof.

14. Agreement:

The successful qualified suppliers shall have to enter into an agreement in the office of the Director, JREDA, in prescribed format before commencement of supply.

15. Income Tax / GST:

Without prejudice to the obligations of the supplier under law, any income tax and GST which JREDA may be required to deduct by law/statute, shall be deducted at source and shall be paid to income tax authorities on account of the supplier. JREDA shall provide the supplier a certificate for such deductions of tax.

16. Training Program, After Sales Service and Availability of Spare Parts:

- 16.1. The responsibility of organizing training program for Solar Power Plant will rest on the successful bidder. The training program will be organized in consultation with JREDA/Consignee. The training program will focus on operation and maintenance of Solar Power Plant. Printed leaflet/literature should be made available in Hindi by the Supplier regarding the operation and maintenance of their Solar Power Plant.
- 16.2. The Supplier shall depute authorized Service Engineer within 7 days from the date of the intimation of fault, and establish sufficient inventory of spares in the State in consultation with JREDA to provide satisfactory and uninterrupted services during the warrantee period.

17. Force Majeure conditions:

In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, relative obligation of the party affected by such force majeure shall be treated as suspended during which force majeure condition last.

The term force majeure shall have herein mean riots (other than among the contractor's employee), civil commotion, war (whether declared or not), invasion, act of foreign enemies hostilities, rebellion, insurrection, military coup to usurp power, act of god such as earthquake, lightening, floods, fires not caused by contractor's negligence and other cause which the contractor has no control and accepted as such by the Director, JREDA, whose decision shall be final and binding.

If the work is suspended by force majeure conditions lasting for more than 45 days, the purchasers shall have the option of canceling this contract in whole or part thereof, at its discretion. The contractor shall not claim for compensation for force majeure conditions.

18. Jurisdiction of the Court:

All disputes would be settled within Ranchi jurisdiction of court of law only.

Annexure-1: Format for Covering Letter

NIB No: 01/JREDA/GCRT/EMP/18-19

(To be submitted in the official letter head of the company)

To,

The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda,
Ranchi - 834002.

Sub: Empanelment of Agencies for Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants of different capacities including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis anywhere in the state of Jharkhand.

Sir,

We are hereby submitting our offer in full compliance with the terms and condition of the above NIB No. We have submitted the requisite amount of “Earnest Money” in the form of Bank Guarantee, valid for twelve months.

The tender is uploaded on www.jharkhandtenders.gov.in as per the requirement of the website separately Technical Bid & Financial Bid.

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Annexure-2: Information About The Bidding Firm

NIB No: 01/JREDA/GCRT/EMP/18-19

(To be submitted in the official letter head of the company)

SL. No.	Particulars	
1.	Name of the Bidder	
2.	Address of Bidder with Telephone, Fax, email	
3.	Address of the Registered Office	
4.	Address of the works	
5.	GPS Co-ordinate of Registered Office	
6.	GPS Co-ordinate of Factory Campus	
7.	Name & Designation of Authorized Signatory for Correspondence (Attach Power of Attorney as per Annexure-6)	
8.	Nature of Firm (Proprietorship/Partnership /Pvt. Ltd./Public Ltd. Co./Public Sector)	
9.	Permanent Account Number (PAN)/TIN (Attach proof)	
10.	Firm's Registration Number (Attach proof)	
11.	GST Certificate (Attach proof)	
12.	Specify the Item Originally Manufactured (SPV module/Electronics/Battery) (Attach copy of Registration Certificate of Industry Department)	
13.	Details of in-house testing facility (Attach Proof)	
14.	Office/ Dealer and Service network in Jharkhand with TIN No. (Give details)	
15.	Quoted quantity	
16.	Particulars of Earnest Money	
17.	Place where Materials will be Manufactured	
18.	Place where Materials will be Available for Inspection	
19.	Other details and remarks, if any	

Yours faithfully,

(Signature of Authorized Signatory)

Name :

Designation :

Company seal :

(Separate sheet may be used for giving detailed information duly signed)

Annexure-3: Declaration by the Bidder

NIB No: 01/JREDA/GCRT/EMP/18-19

(To be submitted in the official letter head of the company)

I/We _____ (here in after referred to as the Bidder) being desirous of tendering for the rate contract for work under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document, DO HEREBY DECLARE THAT

1. The Bidder is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
2. The Bidder is capable of executing and completing the work as required in the tender.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Bidder has no collusion with any employee of JREDA or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of JREDA or any of its employees, but only by the tender document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of JREDA.
8. The information and the statements submitted with the tender are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been debarred from similar type of work by any SNA/ Government Dept. /PSU.
11. This offer shall remain valid for Six months from the date of opening of the tender.
12. The Bidder gives the assurance to execute the tendered work as per specifications terms and conditions.
13. The Bidder confirms the capability to supply and install required no. of systems per month.
14. The Bidder accepts that the earnest money be absolutely forfeited by JREDA if the Bidder fails to undertake the work or sign the contract within the stipulated period.

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Annexure-4: Format For Financial Requirement – Annual Turnover

NIB No: 01/JREDA/GCRT/EMP/18-19

[On the letterhead of Bidding Company]

To,

The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda,
Ranchi - 834002

Dear Sir,

Sub: Empanelment of Agencies for Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants of different capacities including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis anywhere in the state of Jharkhand.

We certify that the Bidding Company had an average Annual Turnover of Rs. ----- based on audited annual accounts of the last three years ending 31.03.2017/ 2018.

Authorised Signatory

(Power of Attorney holder)

Statutory Auditor

(Stamp & Signature)

Date:

Annexure-5: Format For Financial Requirement - Net Worth Certificate

NIB No: 01/JREDA/GCRT/EMP/18-19

[On the letterhead of Bidding Company]

To,

The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda,
Ranchi - 834002

Dear Sir,

Sub: Empanelment of Agencies for Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants of different capacities including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis anywhere in the state of Jharkhand.

This is to certify that Net worth of _____ {insert the name of Bidding Company}, as on 31st March 2017/2018 is Rs _____. The details are appended below.

Particulars	Amount (In Rs.)
Equity Share Capital	
Add: Reserves	
Subtract: Revaluation Reserve	
Subtract: Intangible Assets	
Subtract: Miscellaneous Expenditure to the extent not written off and carried forward losses	
Net Worth as on 31 st March 2017/2018	

Authorised Signatory

(Power of Attorney holder)

Statutory Auditor

(Stamp & Signature)

Annexure -6: Format of Power of Attorney for Signing Bid

NIB No: 01/JREDA/GCRT/EMP/18-19

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position of.....

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **NIB No: 01/JREDA/GCRT/EMP/18-19** , including signing and submission of all documents and providing information / Bids to Jharkhand Renewable Energy Development Agency, representing us in all matters before [Insert Name], and generally dealing with Jharkhand Renewable Energy Development Agency in all matters in connection with our bid for the said Project.

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

For

_____Signature

Accepted by

..... (Signature)

(Name, Title and Address of the Attorney)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure-7: Details of Orders Received and Executed in Last 7 Years

NIB No: 01/JREDA/GCRT/EMP/18-19

Details of Orders Received & Executed by the Manufacturer/Supplier for Supply of **SPV Power Plant** to SNA/ Govt. Organization during Last Seven Years.

SL. No.	Name of Agency/ Organization	Purchase Order No., Date & Ordered Qty.	Capacity of SPV Power Plant	Delivery Schedule	Qty. Supplied Within Delivery Schedule	Qty. Supplied After Delivery Schedule	Date of Full Supply

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Note:

- (a) Attach Photocopies of Work Orders
- (b) Attach Photocopies of Certificate of Satisfactory Performance Issued by Concerned Nodal Agency/*PSU*/ Govt. Organization
- (c) Separate sheet may be used for giving detailed information in seriatim duly signed. This bid Performa must be submitted duly signed in case separate sheet is submitted

Annexure-8 Contact Person for the NIB

NIB No: 01/JREDA/GCRT/EMP/18-19

[On the letterhead of Bidding Company]

1	Name of Proprietor/ Partners/ CMD/Director	
2	Contact Person name for the NIB	
3	Designation	
4	Contact No. (mobile/phone)	
5	Fax No.	
6	e-mail ID	
7	Corresponding address with pin code	
8	Remarks	

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal: