

**Request for Bid for Design, Engineering, Supply,  
Installation, Testing, Commissioning and Warranty  
& Maintenance of Off Grid Rooftop Solar Power  
Plants on Government Buildings and Public Spaces  
in Moradabad Smart City**



ISSUED BY:

CHIEF EXECUTIVE OFFICER,

MORADABAD SMART CITY LIMITED,

Moradabad Smart City, Type- D/A-3, Eleven Orchid,

Near Circuit House, Moradabad. – 244001

0591-2424200



## **DISCLAIMER**

The information contained in this Request for Proposal document (the "RFP")/ Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by Moradabad Smart City Limited (the "MSCL") including their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

MSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the MSCL is bound to select a Bidder or to appoint the Selected Bidder or Bidders, as the case may be, for the Project and MSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

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

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## MORADABAD SMART CITY LIMITED

Moradabad Smart City Limited,  
Water Works Compound, Pili  
Kothi, Civil Lines, Moradabad.  
0591-29710021

### SECTION-I NOTICE INVITING TENDER

**No.:**

**Date:**

The Chief Executive Officer (CEO), Moradabad Smart City Limited (MSCL) invites sealed proposal for the following work:

S. No.	Name of the Project	Tender Fee Non-Refundable (Rs.)	Earnest Money Deposit (Rs.)	Tender Download Start Date and time	Last time and date for online bid submission	Date and Time of Pre-Bid Meeting
1	Request for Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Warranty & Maintenance of Off Grid Rooftop Solar Power Plants on Government Buildings and Public Spaces in Moradabad Smart City	15,000	23,50,000	27.02.2020 16:00 Hrs	29.03.2020 13:00 Hrs	13.03.2020 13:00 Hrs

- Tender documents will be available and can be downloaded from the e-procurement website [www.etender.up.nic.in](http://www.etender.up.nic.in) and [www.moradabadsmartcity.in](http://www.moradabadsmartcity.in).
- Bidders are requested to submit their tender fee in form Demand Draft payable to "Municipal Commissioner/Chief Executive Officer, Moradabad Smart City Limited" Payable at Moradabad from any scheduled nationalized bank.
- The last date of Pre-Bid Queries submission is 12.03.2020 till 1:00 pm through E-Mail on email id [moradabadsmartcitylimited@gmail.com](mailto:moradabadsmartcitylimited@gmail.com)
- The response to the Pre Bid Queries would be uploaded on the website [www.moradabadsmartcity.in](http://www.moradabadsmartcity.in). and mailed to the respective e-mails from which the queries would be received.
- If any date specified herein is a holiday, then the next working day would be considered for the activity and the time will remain the same.
- Other details can be seen in the RFP Document.

**Chief Executive Officer,**  
Moradabad Smart City Limited,  
**Moradabad**

**INSTRUCTION TO BIDDERS**  
(ITB)

## Section 2: Instruction to Bidders

### 1. Introduction and General Instruction

Moradabad, located on south bank of River Ramganga, with 8.9 Lakhs population (Census, 2011) and area of 91 Km<sup>2</sup>, is a diversified city and popularly known as "Peetal Nagri" (Brass City) of India. Moradabad city was named after Prince Murad Baksh, the son of Mughal Emperor Shah Jahan. Brass industry in Moradabad was established during Mughal period as it used to be the coin making place for Mughals which progressively turns to 2,800 Cr economy of Brass industry.

Moradabad city is mostly an industrial city, where electrical power demand is high due to presence of a large numbers of brass industries. At the same time, the city has potential to generate electricity through Solar PV system and solar rooftop is one option to acquire this potential. Hence, to meet a part of the total power demand of the city by solar power generation in roof top of public buildings, a sub project has been included in Moradabad Smart City project. The sub project is also intended to generate awareness about need and required actions on solar power generation. The main objectives of the sub project are:

- To generate solar power by using roof tops of public buildings within ABD area of Moradabad Smart City project.
- To promote small SPV power generating plants among the residential, community, institutional, industrial and commercial establishments
- To mitigate the dependence on fossil fuel based electricity generation and encourage environment friendly Solar electricity generation

#### **Name of the Project**

"Request for Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Warranty & Maintenance of Off Grid Rooftop Solar Power Plants on Government Buildings and Public Spaces in Moradabad Smart City"

#### **1.1 Definition**

In this "Bid / RFP Document" the following words and expression will have the meaning as herein defined where the context so admits

- A. "The Purchaser/Tender Inviting Authority (TIA)" means Moradabad Smart City Limited (MSCL).
- B. "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- C. "The Vendor" means the individual or firm supplying the goods and services under the contract.
- D. "The Goods" means all the equipment, machinery, electronic Hardware/Software and/or other materials and services, which the Supplier is required to supply to the Purchaser under the contract.
- E. "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- F. "Validation" is a process through which the equipment/System is tested to

- ascertain its performance against set technical standards as per Tender Specification. Validation is carried out in simulated field environment and includes stability, reliability and environment tests.
- G. "1 kWp" for the purpose of conversion in kWp shall be considered as 1000 Wp.
- H. "Affiliate" shall mean a company that either directly or indirectly
- controls or
  - is controlled by or
  - is under common control with
  - A Bidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- I. "ABD" Shall mean Area Based Development in the Moradabad Smart city proposals.
- J. "B.I.S" shall mean specifications of Bureau of Indian Standards (BIS);
- K. "Bid / Tender" shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents / credentials / attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
- L. "Bidder / Bidding Company" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
- M. "Bid Deadline" shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid information Sheet;
- N. "Bid Capacity" shall means capacity offered by the bidder in his Bid under invitation.
- O. "BoQ" Bill of Quantity
- P. "CEA" shall mean Central Electricity Authority.
- Q. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- R. "Capacity Utilization Factor" (CUF) shall mean the ratio of actual energy generated by Solar Photovoltaic project over the year to the equivalent energy output at its rated capacity over the yearly period. (CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kWp \* 365 \* 24).
- S. "Competent Authority" shall mean CEO of Moradabad Smart City Limited himself and / or a person or group of persons nominated by Managing Director / CEO for the mentioned purpose herein;
- T. "Commencement Date" shall be the same as contract date.
- U. "Commissioning" means Successful operation of the Project / Works by the successful Bidder, for the purpose of carrying out Performance/ Validation Test(s) as defined in RFP.
- V. "Company" shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- W. "Contract" Agreement made between MSCL and the selected bidder on issue of LOA.
- X. "Contract date" Date of signing the contract
- Y. "Contract Amount" The total price quoted by the selected bidder
- Z. "EMD" Earnest Money Deposit
- AA. "IEC" shall mean specifications of International Electro-technical Commission;

- BB. "kWp" shall mean kilo-Watt Peak;  
CC. "kWh" shall mean kilo-Watt-hour;  
DD. "LoA" letter of acceptance  
EE. "MNRE" shall mean Ministry of New and Renewable Energy, Government of India;  
FF. "Price Bid" shall mean the Bidder's quoted Price as per the Section - IV of this RFP;  
GG. "O&M" shall mean Operation & Maintenance of 5 years for CAPEX model of Rooftop Solar PV system.  
HH. "PBG" Performance Bank Guarantee  
II. "PV" means Photovoltaic  
JJ. "RFP" shall mean Request for Selection (RFP) / Bid document / Tender document  
KK. "Rooftop Solar PV" shall mean the Solar PV systems installed on the Flat / Sloped roof/ ground shall be covered under this scheme.  
LL. "Wp" shall mean Watt Peak.

## **2. Eligible Bidders:**

This invitation for bids is open to Original Manufacturers (OEM)/ Authorized Dealers / Authorized distributors / Indian Companies of the tendered equipment as given in Annexure-I. The Bidder must have a Permanent Account Number (PAN). A copy of PAN is to be submitted. The Bidder must have a currently valid Goods and Service Tax (GST) Registration Certificate.

## **3. Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **4. Instruction for Online Bid Submission**

Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at <https://etender.up.nic.in>

1. Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e Procurement at <https://www.etender.up.nic.in>
2. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
3. Bidder should register for the enrolment in the e-Procurement site using the "Online Bidder Enrolment" option available on the home page. Portal enrolment is generally free of charge.
4. During enrolment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
5. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
6. Then the Digital Signature Certificate (Class II or Class III Certificates with

- signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/Smart Card, should be registered.
7. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
  8. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
  9. After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
  10. Bidder should take into account the corrigendum, if any published before submitting the bids online.
  11. Bidder may log in to the site through the secured login by the user id/password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
  12. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder. From my tender folder, he may select the tender to view all the details uploaded there.
  13. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
  14. Bidder should get ready the bid documents to be submitted as indicated in the tender document/schedule in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats.
  15. If there is more than one document, all may be clubbed together and provided in the requested format.
  16. Bid documents may be scanned with 100 dpi with black and white option.
  17. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same, if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
  18. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
  19. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
  20. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
  21. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
  22. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.



23. The bidder has to digitally sign and upload the required bid documents one by one as indicated.
24. The very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the bid document including General Conditions of Contract (GCC) without any exception.
25. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
26. If the price bid format is provided in a spread sheet file like BoQ\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
27. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority well before the bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
28. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.

## **5. FRAUD AND CORRUPT PRACTICES**

The MSCL requires that Bidders observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the MSCL:

- i. Defines, for the purposes of this provision, the terms set forth as follows:
  - a. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
  - b. "fraudulent practice" means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).
- ii. will reject a Bid for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
- iii. will declare a Bidder/firm ineligible, either indefinitely or for a stated period of time, to be awarded any MSCL contract if it at any time determines that the Bidder/firm has engaged in corrupt or fraudulent

practices in competing for or in executing, any MSCL contract.

## 6. TERMS OF BIDDING

This Request for Proposal (RFP) is open to all Bidders.

- Consortium is allowed on the conditions provided below:

- ❖ The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the "Consortium"), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
- ❖ The Successful Bidder at no given point of time, may assign or delegate its rights, duties or obligations under the Agreement/ Contract except with prior written consent of the Authority
- ❖ No bidder applying individually, or as a member of a Consortium, as the case may be, can be a member of any other consortium bidding for the Project.
- ❖ In the event the bidder is a Consortium, it shall, comply with the following additional requirements:
  - a) Number of members in a consortium shall not exceed 2 (Two) including the Lead Member
  - b) The Members of the Consortium shall nominate one member as the Lead Member
  - c) The Members of the Consortium shall be jointly and severally responsible for successful implementation of the Project throughout the terms of the contract.
  - d) The Lead Member shall be authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium or its members respectively from time to time in the response to this RFP.
  - e) The Members of the Consortium shall submit a Consortium Agreements set out in Annexure 12 *inter alia* consisting of the following:
    - Undertake that each of the members of the Consortium shall have an independent, definite and separate scope of work, allocated as per each member's field of expertise.
    - Commit to the profit and loss sharing ratio of each member.
    - Commit to the scope of work, rights, obligations and liabilities to be held by each member.
    - Provide a brief description of the roles and responsibilities of individual members; and clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Project.
    - Include a statement to the effect that all the members of the Consortium shall be jointly and separately liable for all obligations in relation to the Contract until the completion of the Project in accordance with the Contract
  - f) In case the Successful Bidder is a Consortium, then no change in the Lead member is permissible. Change of the other member in the Consortium can be done only under extreme circumstances such as

non-performance of that member, insolvency or bankruptcy of that member, which shall be done only with the prior written approval of the AUTHORITY. Provided that in the event of any such approved change of Consortium member, the new member (company) replacing outgoing Consortium member shall have same or higher financial, technical and legal qualifications as the outgoing member, and to the satisfaction of MORADABAD SMART CITY LIMITED. In the event AUTHORITY does not grant approval for the change of the Consortium member (other than the Lead Member) or suitably qualified replacement member (companies) are not available/ found, the exit of such Consortium member shall constitute a breach of the Contract.

- g) All members of the consortium are required to follow the highest level of work ethics, if any member of the consortium has a Conflict of Interest or indulges in Prohibited Practices; the whole Consortium is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Last Date of Submission, it would not be eligible to submit a Proposal either by itself or as part of a Consortium.
- Bidders shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by any of the State Govt. or Central Govt. or Public Undertaking or Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract Agreement as given in GCC and SCC in Section- V and VI shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
  - The Bid shall be unconditional. In case there is any condition or any other stipulation contained in the Bid, the Bid shall be liable for rejection as a non-responsive Bid.
  - Any deviation from the specifications mentioned in the Bid document shall not be accepted.
  - Sub-Contracting is not allowed.
  - The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
  - The Bidding Documents including this RFP and all attached documents are and shall remain the property of MSCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use this information for any purpose other than for preparation and submission of their Bid. MSCL will not return any Bid or any information provided along therewith.
  - A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of MSCL in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA/ Purchase Order or

(ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder or Contractor, as the case may be, after issue of the LOA/ Purchase Order or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA/ Purchase Order or the Contract Agreement and without prejudice to any other right or remedy of MSCL, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which MSCL may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without MSCL being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in any manner for matters related to or incidental to such Project in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

- Any award of Contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

## 7. BID DOCUMENTS:

7.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- a) Notice Inviting Tender (Section I)
- b) Instructions to Bidders along with instructions for online bid submission (Section II)
- c) Data Sheet (section III)
- d) Work Scope and Technical Specifications (Annexure I)
- e) Format for Tender Acceptance Letter (Annexure II)
- f) Technical Bid Formats (Annexure III)
- g) Format for Declaration of not being Blacklisted (Annexure IV)
- h) Format for Sending Pre-Bid Queries (Annexure V)
- i) Format for Performance Security Bond Form (Annexure VI)
- j) Format for Letter of authorization to attend bid opening (Annexure VI)
- k) Agreement format for Execution of O&M (Annexure VIII)
- l) Format for Contract Form (Annexure IX)
- m) Format for Bid Form (Annexure X)
- n) Format for Price Schedule/ Financial Bid (Annexure XI)
- o) Format for Consortium Agreement (Annexure XII)
- p) Format for OEM Authorization (Annexure XIII)
- q) General (Commercial) Conditions of the Contract (Section V)
- r) Special Conditions of the Contract (Section VI)

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document.

Failure to furnish all information required as per the Bid Documents or submission

of bids not substantially responsive to the Bid Document in every respect will be at the bidder's risk and may result in rejection of the bid.

## **8. CLARIFICATION OF BID DOCUMENTS:**

### **Clarification required by the Bidder:**

8.1 A prospective bidder, requiring any clarification of the Bid Document shall notify the Purchaser online. The Purchaser shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the Purchaser shall be sent to the prospective bidder online.

8.2 Any clarification issued by MSCL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

8.3 No queries or clarification would be entertained after the pre bid meeting.

### **Clarification required by the TIA/ Purchaser:**

8.4 To assist in the examination, evaluation and comparison of bids the TIA/Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing

## **9. AMENDMENT OF BID DOCUMENT:**

9.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

9.2 The amendments shall be notified online or via newspapers only through corrigendum, if any.

9.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **10. DOCUMENTS COMPRISING THE BID:**

Online bids under two-envelope/ cover system comprising of

(1) The Technical bid and

(2) Financial bid should be submitted online on e-Procurement Portal

Two (2) hard copies should be submitted. For the hard copies three envelopes would be prepared:

A. The Bid Cost and EMD

## B. Pre-Qualification Proposal & The Technical bid and

The Envelope "A" and "B" should be kept in another big envelope that should be super scribed with the Name of the Work and Tender No.

10.1 The technical bid should contain the scanned copy of following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of documents.

- a) Tender Acceptance Letter [as per Annexure 2]
- b) Letter of Authorization to attend bid opening [as per Annexure 7]
- c) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document by authorized person(s) [as per clause 14 of section II ]
- d) No near relative certificate [as per Clause 35 of Section II]
- e) Pre-Qualification Criteria [as per Clause 23.2 Section II]
- f) Technical Bid Formats [Annexure 3]

10.2 The financial bid shall contain:

- a) Bid Form [as per Annexure 10]
- b) Price schedule (Bill of Quantity/ Price Bid) (Annexure 11) [to be submitted online]

Instructions:

- a. The format of Bid Form (as given in the NIT at **Annexure -10**) will be downloaded by the bidder and will be printed on Bidder's letter head and duly "Signed & Sealed" scanned copy of the same will be uploaded during bid submission. This will be the covering letter of the bidder for his submitted bid. The content of the "Bid Form" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

**It may be noted that if the information/declaration/Credentials/ scanned documents furnished in support of the claims made in the Bid or same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, such bidder will be liable to punitive action.**

The physical signature in the Bid Form will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.

**Note:**

1. In case the bidder who has signed the Bid Form is the DSC holder, no additional documents are required.
2. In case the bidder who has signed Bid Form is not the DSC holder, then the authorization on non - judicial stamp paper

duly notarized by the person signing the Bid Form i.e. the bidder, in favour of person bidding online i.e. DSC holder, is required to be uploaded along with this Bid Form.

If there is any change in the contents of Bid Form uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

#### 11. **BID FORM:**

The bidder shall complete the Bid Form (Annexure 10) and the appropriate Price Schedule (Annexure 11) furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

#### 12. **BID PRICES:**

12.1 The bidder shall indicate "Per Unit Price", "Total Price" against each item of goods and "Total Price of all Items" it proposes to supply, in the Price Schedule given in Annexure 11. From "Total Price of all Items", "Discounts Allowed" and "Value of Free Supplies" (if included in the list of items of price schedule) would be deducted and on the balance amount taxes/duties/levies may be calculated to arrive at the total value of contract as per Annexure 11.

12.2 Prices indicated on the Price Schedule shall be entered in the following manner:

- I. The price of the goods shall be quoted as total unit price (inclusive of all taxes and levies] for each individual item.
- II. The bidder shall quote only one price for each item.
- III. The total price for each individual item shall be entered after multiplying the quantity with total unit price.
- IV. The Total Price of all Items" shall be calculated by adding the "Total Price" of each individual item. From this "Total Price of all Items" "Discounts Allowed" and "Value of Free Supplies" (if included in the list of items of price schedule) should be deducted and on the balance Taxes/Duties/Levies may be calculated to arrive at the "Total Value of Contract".
- V. Total price of tendered items may be shown in both words and figures and in case of difference the amount shown in words shall prevail and shall be considered for all purposes during the entire period of Tender.
- VI. Taxes, if any, have to be indicated separately otherwise it will be presumed that quoted prices are inclusive of Taxes and Taxes shall be paid separately.

12.3 The prices quoted by the bidder shall remain firm and fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is to be treated as non-responsive and rejected.

12.4 The prices quoted shall remain valid for 180 days from the date of opening of Financial Bid and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.

12.5 The unit price quoted by the bidder shall be sufficient in detail to enable the purchaser to arrive at prices of equipment / goods offered.

12.6 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically included in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

12.7 The price approved by the MSCL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 12.1 above. Break up in various heads like Custom duty, Excise duty, Goods and Service Tax, Insurance, freight and other taxes paid/payable as per clause 12.2 is for the information of the purchaser.

12.8 If there is any reduction in the rates of any taxes the benefit of same shall be passed on to the Purchaser.

12.9 All the prices, taxes, levies etc. should be quoted in INRs otherwise tender will not be accepted. No foreign exchange will be made available by the purchaser.

### **13. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

13.1 The bidder should scan and submit online, as part of his bid documents establishing the bidder's eligibility; all the following documents or whichever is required as per terms and conditions of bid documents.

- (i) Copy of Documents as per Pre-Qualification Criteria [as per Clause 23.2 Section II]
- (ii) Copy of Annexure VII
- (iii) Copy of Annexure IV
- (iv) Technical Bid Formats and Supporting Documents (Annexure III)

### **14. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:**

14.1 The documentary evidence in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the MSCL's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specifications and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/persons. A bid without clause-by-



clause compliance shall not be considered.

The goods/equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier.

## 15. **BID SECURITY:**

15.1 Bidders shall furnish, as part of his bid, Tender Fee of Rs. 15,000/- (Rupees **Fifteen Thousand** only) also needs to be delivered physically at the same address on or before last date & time for submission of bids and an EMD/ bid security for an amount of Rs.23,50,000/- (Rupees **Twenty Three Lakh Fifty Thousand** only) in the form of Demand Draft/ Banker's Cheque/ Small Savings (NSC's etc.) from any scheduled Bank in favour of " Municipal Commissioner/ Chief Executive Officer, Moradabad Smart City Limited," payable at Moradabad, valid for a period of 180 days from the date of Tender opening and shall be delivered physically to Smart City Office, Peeli Kothi, Moradabad on or before Bid submission end date & time.

15.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to clause 15.5.

15.3 The bid security of the unsuccessful bidder will be returned to the bidder at the earliest after evaluation of the bid and latest on or before the 30th day after the award of the contract.

15.4 The successful bidder's bid security will be discharged within 30 days, upon the bidder's acceptance of the purchase/work order satisfactorily pursuant to clause 27 and furnishing the performance security.

15.5 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or

(b) In the case of a successful bidder, if the bidder withdraws or amends the tender or impairs or derogates from the tender or fails:

- to accept or honor purchase/work order.
- to sign the contract in accordance with clause 32
- to furnish performance security in accordance with clause 27.

## 16. **PERIOD OF VALIDITY OF BIDS:**

16.1 Bid shall remain valid for **180** days after the date of bid opening prescribed by the Purchaser in Section 3 Data Sheet. A bid valid for a shorter period shall be

rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## **17. FORMATS AND SIGNING OF BID**

17.1 The bidder shall prepare the Technical and Financial bids separately.

17.2 The copy of bid shall be typed or printed and all the pages numbered consecutively and each page shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be accompanied with written power of Attorney duly registered for signing of the contract.

17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be authenticated by the person or persons authorized for signing the bid.

## **18. BID SUBMISSION:**

18.1 Bidder should log into the site <http://etender.up.nic.in> well in advance for bid submission so that he/she upload the bid in time i.e. on or before the last date and time for bid submission.

18.2 Bidder should prepare and submit the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority/ Purchaser, along with a copy in duplicate of the original on or before the last date & time of bid submission. The details of the relevant instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

18.3 While submitting the bids online, the bidder shall read the terms & conditions and accepts the same in order to proceed further to submit their bid.

18.4 Bidder shall select the payment option as offline or online to pay the Tender Fee/ EMD (If required, enter details of the relevant instrument).

18.5 Bidder shall digitally sign / sign and upload the required bid documents one by one as indicated in the tender document.

18.6 Bidders shall note that the very act of downloading the tender document and

uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

18.7 Utmost care shall be taken for uploading Bill of Quantity & Price Bid and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the BoQ in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Bill of Quantity & Price Bid is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere will result in rejection of the bid.

18.8 Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA)/ Purchaser well before the last date and time for bid submission as per Server System Clock. The TIA/Purchaser will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the last moment.

18.9 After the bid submission, the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

18.10 Bidder should follow the server time, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

**18.11 Site visit and verification of information**

- 1.** Bidders should familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain first-hand information on the assignment and local conditions, bidders are encouraged to visit the project sites. Bidders are suggested to submit their respective Bids after visiting the project sites and ascertaining for themselves the stretches, the field conditions, applicable laws and regulations and any other matter considered relevant by them. MSCL shall facilitate the selected bidder on best effort basis in maintaining/obtaining applicable approvals/laws/regulations as required for the project. Any cost incurred for this purpose shall not be claimed from MSCL.
- 2.** MSCL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP Documents or the Bidding Process, including any error or mistake therein or in any information or data given by MSCL.
- 3.** It shall be deemed that by submitting a Bid, the Bidder have:
  - ✓ made a complete and careful examination of the Bidding Documents;
  - ✓ made site visit to ascertain the information relating to the Project;

- ✓ received all relevant information requested from MSCL;
- ✓ acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of MSCL relating to any of the matters;
- ✓ satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- ✓ acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from MSCL, or a ground for termination of the Contract Agreement;
- ✓ Acknowledged that it does not have a Conflict of Interest; and Agreed to be bound by the undertakings provided by it under and in terms hereof.

**19. LATE BIDS:**

19.1 Bids will not be received by the Purchaser after the deadline for online submission of bids is over.

**20. MODIFICATIONS AND WITHDRAWAL OF BIDS:**

20.1 The bidder can modify or withdraw his bid after submission only, if resubmission / withdrawal has been configured by TIA/ Purchaser during tender creation process.

20.2 No bid shall be modified subsequent to the deadline for submission of bids.

**21. OPENING OF BIDS:**

21.1 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who chose to attend on opening date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Annexure- VI).

21.2 Only one representative for any bidder shall be authorized and permitted to attend the bid opening process physically.

21.3 The date fixed for opening of bids, if subsequently declared as holiday by the Govt., the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered

**22. PRE BID MEETING:**

- A pre-bid meeting is scheduled to be held on the date & time specified in the Data Sheet at the venue specified in the Data

Sheet Section 3.

- The Bidder or his authorized representative is invited to attend a Pre-Bid Meeting, which shall take place at the office of MSCL.
- The queries should be raised as per Annexure 5
- The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the RFP document or any other related issues.
- AUTHORITY (TIA) shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification.
- AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by AUTHORITY or its employees or representatives shall not in any way or manner be binding on AUTHORITY.
- It is advisable to attend the Pre-Bid Meeting. Subsequent to the date of the Pre-Bid Meeting, MSCL will not respond to questions or inquiries from any Bidder.

## **23. Bid Evaluation Process**

- I. MSCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders.
- II. The BEC constituted by MSCL shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- III. The decision of the BEC in the evaluation of responses to the RFP shall be final. No Correspondence shall be entertained outside the process of negotiation/ discussion with the BEC.
- IV. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder.
- V. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- VI. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- VII. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

### **23.1 Bid Opening**

1. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.

2. MSCL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in the following;
  - Initial screening – whether RFP Document fee and Bid Security/ EMD has been paid
  - Whether the bidder has the necessary qualifications as stipulated in the document
  - Whether the proposal submitted by the bidder meets technical standards and qualifies on the basis of evaluation parameters set forth in this RFP;
4. The venue, date and time for opening the Proposal are mentioned in the RFP Information Sheet.
5. The Financial Proposals of only Technically Qualified Bidders will be opened.
6. The Bidder’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for MSCL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative(s) of the Bidder remains absent, MSCL will continue process and open the bids of the all Bidders.
7. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. MSCL has the right to reject the bid after due diligence is done.

### 23.2 Evaluation of Pre-Qualification Proposals

- a) MSCL shall open Cover 1 marked “RFP Document Fee and Earnest Money Deposit (EMD)”. If the contents of the Cover 1 are as per requirements of the RFP, MSCL shall open Cover 2 marked “Technical Proposal”. Each of the Pre- Qualification condition mentioned in the RFP is mandatory. In case the Bidder does not meet any one of the conditions, the Bidder will be disqualified.
- b) The proposal must contain all the documents in compliance as per instructions provided in the Bid Document.
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP.

#### 23.2.1 Table: Pre-Qualification Criteria

S.No	Basic requirement	Specific requirement	Documents Required
1	Legal Entity	The Sole Bidder or the Members of the consortium should be registered in India under the Companies Act 1956/2013 as amended and Should have been in operation for at least 3 years as on date of submission of the Bid.	<ul style="list-style-type: none"> <li>• Copy of certificate of incorporation and/or registration under the relevant law.</li> <li>• Certificates for : ESIC(if not exempted), PF(if not exempted), PAN, GSTIN, MSME as per</li> </ul>

		As per MNRE order regarding "Operational Guidelines for Channel Partners/New Entrepreneurs" (File No. 5/22/2013-14/RT dated 18.09.2015), Channel Partners registered (PAST/PRESENT) with MNRE are also eligible to participate in this Project Category	statutory requirements
2	Annual Turn over	The Sole Bidder should have average annual turnover of Rs.3.00 Crore per annum in the last 3 financial years (2016-2017, 2017-2018 and 2018-2019), financial year means the period ending up to 31st March.	Certificate from the Statutory auditor/ Chartered accountant, clearly specifying the turnover of the Bidder
3	Certifications	The Sole Bidder or the Lead Member of consortium should have a valid ISO 9001:2015 AND ISO 14001:2018	Valid Copy of certificates
4	Blacklisting	The Bidder should not have been blacklisted by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	Undertaking by the authorized signatory as per the format given in the RFP document

### 23.3 Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- Technical bids of only those Bidders who qualify the Pre-Qualification will be opened. MSCL will review the technical bids of such Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MSCL discretion.
- Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the Annexure 1 and technical evaluation criteria as mentioned in below.
- The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, clients contact information for verification, and all others components) as required for technical evaluation.
- At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.

- Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- AUTHORITY reserves the right to accept or reject any or all bids without giving any reasons thereof.
- AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

### **23.3.1 Technical Evaluation Criteria**

- Bidder should have experience of Design, Engineering, Supply, Civil works, Erection, testing, commissioning, operation and maintenance of On-Grid or Off-grid Solar PV projects under CAPEX or RESCO/CAPEX model in last 3 years.
- Minimum cumulative experience of at least 1MWp
- Minimum number of projects shall be 5
- Average Turnover of last three (2016-17, 2017-18 & 2018-19) years should be at least 3 Crore
- The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 (Three) years as on the date of release of the RFP.
- The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.

### **23.4 Financial Proposal Evaluation**

- i. All the technically qualified Bidders will be notified to participate in Financial Proposal opening process.
- ii. Financial Proposals for the technically qualified Bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at MSCL discretion.
- iii. Financial Proposals that are not meeting the condition mentioned in Annexure 10 and 11 shall be liable for rejection.
- iv. Total Cost of Bid (TCB) shall be calculated based on the financial format given in Annexure 10 and 11 of the RFP.
- v. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

### **23.5 Award Criteria**

- i. All the technically qualified bidders will be notified through email to participate in Financial Proposal opening process.



- ii. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work and Technical Specifications within the total quoted price shall be that of the Bidder. The Bidder shall bear all taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable.
- iii. The Bidder with the Lowest VALUE OF FINANCIAL PROPOSAL (L1) will be declared as a successful bidder.
- iv. If there is more than one bidder having the same value of the financial proposal, AUTHORITY reserves the right to finalize the Successful Bidder and that will be binding on all bidders.
- v. Letter of Acceptance (LOA): Prior to the expiration of the period of bid validity, MSCL will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Bank Guarantee, MSCL will promptly notify each unsuccessful Bidder.

#### **24. Signing of Agreement**

MSCL shall notify the successful Bidder that its bid has been accepted. The successful Bidder shall enter into an agreement with MSCL within the time frame mentioned in the Letter of Acceptance issued to the successful Bidder by MSCL. The Agreement shall set forth the detailed terms and conditions, including the scope of the successful Bidder services and obligations. GCC and SCC are attached for reference in Section V and VI.

#### **25. Failure to agree with the Terms and conditions of the RFP/Contract**

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute enough grounds for the annulment of the award, in which event MSCL may invite the next best Bidder for negotiations or may call for fresh RFP.

#### **26. Indemnity**

The successful Bidder shall be fully responsible for keeping indemnified the Authority from all legal implications and shall bear all legal expenses including any losses incurred by the Authority, its officers, employees, agents, trustees and consultants including and arising out of or in relation to or as a of any breach of the Representations and Warranties, or any of the covenants or obligations of the successful Bidder under this RFP or any of the terms and conditions of this RFP by the successful Bidder or any contractor/licensee or any employee or agent of the successful Bidder

#### **27. Written Agreement**

The successful will have to enter into an agreement with the MSCL for the proper fulfilment of the contract on lines like terms of the Bid or as modified or added by MSCL. Such Bidder shall have to furnish two non-judicial stamp paper Rs.100/-each within ten days from the date of issue of Letter of Acceptance. An Agreement shall be executed only on furnishing the Performance Security as per clause of Performance Security. All documents

submitted by the successful Bidder at the time of Bid will be the part of the Agreement.

## **28. CONTRACT NEGOTIATIONS AND AWARD OF CONTRACT**

1. The Bidder who is invited for contract negotiations will, as a pre-requisite for attendance at the negotiations, confirm the process of installation and commissioning.
2. The selected Bidder is expected to commence the Assignment on the date assigned and at the location specified in Annexure I.

## **29. PERFORMANCE SECURITY**

The Performance Security would be 10% (ten percent) of the total value of contract.

The Bidder will furnish within 10 days of the issue of Letter of Acceptance (LOA)/ Purchase Order (PO), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (Annexure 6 under Section - 4)/ in favour of "Chief Executive Officer, Moradabad Smart City Limited" payable/en-cashable at Moradabad, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 5% (ten percent) of the total value of contract and the remaining performance security would be deducted from each Bill at the rate of 5%.

The performance security would be released as below:

- Initially furnished Performance Security - After Completion of the project (within 60 days of the final bill payment)
- Remaining Performance Security – After Completion of the Warranty and Maintenance Period (i.e 5 Years)

## **30. SCHEDULE OF PAYMENT**

### **30.1. Deliverables & Payment Schedule**

- 80 % of Payment will be made location wise on installation and commissioning on per watt basis (capacity installed and commissioned in watts multiplied by the per watt price quoted).
- 20% of Payment shall be made in equal installments of 4% each for five years on submission of the annual O&M report.
- Warranty and maintenance will start on successful completion of installation and commissioning certified by the authorized representative of MSCL.

### **30.2. Payment Terms**

1. The successful Bidder shall raise monthly invoices on milestone basis as defined in Cl. 30.1., during the project implementation period on or before the 7th

day of the following month. During the warranty & maintenance period, the invoices shall be submitted annually.

2. Payments shall be made by the AUTHORITY within thirty (30) days after submission of the invoice for the amount certified on satisfactory quality inspection and verification by the AUTHORITY's Official and on the conformity on the Goods/ Products/ Services/ Solutions supplied as per the agreed specifications.

3. Payment shall be made in Indian Rupees by RTGS/ NEFT on Bank in the name of the Successful bidder.

4. All remittance charges shall be borne by the Successful Bidder.

5. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.

6. Any liquidated damages, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.

7. Indirect taxes and levies, as applicable, shall be deducted, as per the prevalent rules and regulations.

8. Price adjustment is not applicable in this contract/RFP.

9. It is the responsibility of the bidders to quote for and provide all the Hardware and Software for meeting all the requirements of the RFP. In case during evaluation, it is found that certain Hardware or Software which is critical for meeting the requirement of this RFP and has not been quoted as part of financial bid, the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional Hardware or Software are required for meeting the RFP requirement and the same has not been quoted by the Successful Bidder, the Successful Bidder shall provide all such additional Hardware or Software at no additional cost to AUTHORITY.

### **30.3 Currencies**

All payments under this contract shall be paid in Indian Rupees (INR).

### **30.4 Deduction**

Deductions from the Payment Certificates will be made towards Income Tax, Goods and Service Tax, Turnover Tax, and Royalties, as per provisions of the statutory authorities, in force from time to time in the State of Uttar Pradesh.

## **31. TIME SCHEDULE:**

The successful bidder shall complete the works within the period stated in the Data sheet and from the date of signing of the Agreement-Works.

The Works shall be completed in its entirety within the schedule as given below.

**Commissioning period:**

Request for Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Warranty & Maintenance of Off Grid Rooftop Solar Power Plants on Government Buildings and Public Spaces in Moradabad Smart City	6 Months
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**32. Warranty and Maintenance period:**

The Warranty and Maintenance period for all proposed shall be of 60 (Sixty) Months which shall follow on satisfactory commissioning:

**32.1 Warranty and Maintenance Conditions:**

a) Successful Bidder shall also provide complete maintenance support for all supplied hardware and other components as outlined in this RFP for a period of **60 (Sixty) months** from the date of Commissioning.

b) During the warranty period, the bidder shall warrant that the goods supplied under the contract are new, unused, of the most recent version/ models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

c) AUTHORITY or its designated officials shall promptly notify Successful Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Successful Bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to AUTHORITY and within time specified and acceptable to AUTHORITY.

d) If the Successful Bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, AUTHORITY may proceed to take such reasonable remedial action as may be necessary, at the Successful Bidder's risk and expense and without prejudice to any other rights, which AUTHORITY may have against the bidder under the contract.

e) During the comprehensive warranty period, the Successful Bidder shall provide all product(s), patches and fixes, within 15 (fifteen) days of their availability and should carry out installation and make operational the same at no additional cost to AUTHORITY.

**32.3 Insurance**

**32.3.1 Insurance during Contract Period**

The Contractor shall effect and maintain at its own cost, from the Contract Date till the date of issue of the Completion Certificate, the insurance of Works, Plant

and Material for any loss or damage occurring on account of Force Majeure, Malicious Act, Accidental Damage, Explosion, Fire, Terrorism etc. The insurance stated above shall cover the Authority and the Contractor against all loss or damage from any cause mentioned above.

### **32.3.2 Insurance for Contractor's Defects Liability**

The contractor shall effect and maintain insurance cover for the works from the date of issue of the Completion Certificate until the end of the Operation and Maintenance (O&M) Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring (as mentioned in clause 32.3.1) prior to the issue of the Completion Certificate.

The Contractor shall also maintain other insurances for maximum sums as may be required under the applicable Laws and in accordance with Good Industry Practice.

### **32.3.3 Insurance against injury to Persons and damage to Property**

The Contractor shall obtain insurance cover not less than Rs. 25.00 lakhs (Rupees Twenty five lakhs only) against its liability for any loss, damage, death or bodily injury. Or damage to any property (except things insured under Paragraph 32.2.1 and 32.3.2 of this Schedule) or to any person which may arise out of the Contractor's performance of this Agreement.

This insurance shall be per occurrence of not less than the amount stated above with no limit on the number of occurrences.

The contractor shall against its liability for any loss, loss and damage to the property on which the contractor occupies, due to performing the obligations under the contract.

### **32.3.4 Insurance to be in Joint names**

The insurance under paragraph 32.3.1 to 32.3.3 above shall be in the joint names of the Contractor and the Authority.

## **33. CONTACTING THE PURCHASER:**

33.1 Subject to Clause 5, no bidder shall try to influence the Purchaser in any manner at any time on any matter relating to its bid.

33.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision or any other matter relating to this tender shall result in the rejection of the bid or/and any other action deemed fit by the purchaser including a legal action.

## **34. AWARD OF CONTRACT**

**34.1 LETTER OF ACCEPTANCE / PLACEMENT OF ORDER:** The Purchaser shall consider issuing Letter of Acceptance / placement of orders for works/goods on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/validated by the purchaser.

**34.2 PURCHASER'S RIGHT TO VARY QUANTITIES:** The purchaser reserves the right to vary the quantities of goods and services contained in the running tender/ contract up to **25%** of the total value of tender at the quoted rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

**34.3. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

**34.4 ISSUE OF PURCHASE ORDER/ LOA:**

34.4.1 The issue of a Purchase Order/LOA shall constitute the intention of Purchaser to enter into the contract with the bidder.

34.4.2 The bidder shall within 10 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with Annexure 6 provided with bid documents.

**34.5. SIGNING OF CONTRACT:**

34.5.1 The issue of firm purchase Order and Signing of Contract Form shall constitute the award of contract on the bidder.

34.5.2 Upon the successful bidder furnishing of performance security pursuant to clause 30, the Purchaser shall discharge its bid security, pursuant to clause 15.

34.5.3 Enter into an Warranty and Maintenance Pact as given in Annexure 8 of the tender document.

**35. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of Clause 30 of the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may take appropriate action in the matter.

**36. DEBARRING**

The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender. The Bidder or its authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the

company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and MSCL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as: -

(a) Members of a Hindu undivided family (HUF).

(b) Husband and Wife.

(c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).

The format of the certificate to be given is as follows:

"I.....s/o.....r/o.....hereby certify that none of relative(s) as defined in the tender document (Tender No. \_\_\_\_\_) is/are employed in MSCL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, MSCL shall have the absolute right to take any action as deemed fit, without any prior intimation to me."

### **37. DISQUALIFICATION**

Apart from the reasons mentioned above clauses for disqualification, the bidder's proposal is liable to be disqualified in the following cases:

- Proposal submitted without bid security;
- Proposal not submitted as prescribed in this document or treated as non-conforming proposal;
- The bidder qualifies the proposal with its own conditions or assumptions;
- Proposal is received in incomplete form;
- Proposal is received after due date and time;
- Proposal is not accompanied by all the requisite documents;
- A commercial bid submitted with assumptions or conditions.
- If the bidder provides any assumptions in the commercial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest (best value)
- Proposal is not properly sealed or signed;
- Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract.

- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process;
- In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified;

### **38. PENALTY FOR DELAY IN PROJECT IMPLEMENTATION**

The Bidder shall complete the project design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 6 months from the date of issue of allocation letter.

If the bidder fails to commission the allocated work within 6 months from date of issue of allocation letter, Penalty on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months allocated work will get cancelled and the PBG amount pro-rata to noncommissioned capacity would be forfeited.

Example: If a project of is delayed by 36 days then the Penalty will be levied as given below.

$$\text{PENALTY} = [\{\text{Performance Security}(X)\}/180 \text{ days}] * \text{delayed days} = (X / 180) * 36$$

### **PENALTY FOR NON PERFORMANCE OF OPERATION AND MAINTENANCE**

- For any issues related to operation & maintenance, a phone number shall be made available to plant owner to resolve within 72 hours. If not attended within such stipulated time, a complaint may be raised to MSCL, pursuant to which, a penalty of Rs. 1,000/- for per day of delay in resolution or more shall be imposed per location. If any of such instances for more than 2 times a year, then it may lead to penalty as decided by MSCL. Further, If the outage of the plant is more than 30 days continuously, then the 50% PBG amount shall be encased by MSCL and If the outage is exceeding more than 60 days than complete PBG amount shall be encased by MSCL. This will be applicable for entire period of contract of O&M as per the Scope of the RFP.



**SECTION – III**  
**DATA SHEET**

<b>Sl.No.</b>	<b>Item</b>	<b>Description</b>	<b>Reference Clause No.</b>
<b>1</b>	Name of the Project	Request for Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Warranty & Maintenance of Off Grid Rooftop Solar Power Plants on Government Buildings and Public Spaces in Moradabad Smart City	<b>Clause 1 Section 2</b>
<b>2</b>	Name of the Employer	Chief Executive Officer, Moradabad Smart City Limited, Peeli Kothi, Mordabad	
<b>3</b>	Brief Scope of Work	Scope of work covers Design, Engineering, Supply, Installation, Testing, Commissioning and Maintenance of OFF Grid Rooftop Solar Photovoltaic Power Plants on 17 Government Buildings/Spaces with 6 hours of battery backup on each building.	<b>Annexure 1 Section 4</b>
<b>4</b>	Completion Schedule	<b>The entire work has to be completed in 6 Months.</b> The Operation and Maintenance period for all proposed shall be of Sixty (60) Months.	<b>Clause 31 &amp; 32 Section 2</b>
<b>5</b>	Type of Contract	<b>Lump Sum Contract</b>	
<b>6</b>	Bid Validity	<b>180 days from the Bid due date</b>	<b>Clause 16 Section 2</b>
<b>7</b>	Bid Security	A Bid Security in the amount of : Rs. 23.50 lakhs shall be provided as a part of the bid, in the form of bank guarantee which shall remain valid for a period of 28 (Twenty Eight) days beyond the BID validity date.	<b>Clause 15 Section 2</b>
<b>8</b>	Performance Security	The Performance Security would be 10% (ten percent) of the total value of contract.  The Bidder will furnish within 10 days of the issue of Letter of Acceptance (LOA)/ Purchase Order (PO), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (Annexure 6 under Section - 4)/ in favour of "Chief Executive Officer, Moradabad Smart City Limited" payable/en-cashable at Moradabad, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 5%	<b>Clause 29 Section 2</b>

		<p>(ten percent) of the total value of contract and the remaining performance security would be deducted from each Bill at the rate of 5%.</p> <p>The performance security would be released as below:</p> <ul style="list-style-type: none"> <li>➤ Initially furnished Performance Security - After Completion of the project (within 60 days of the final bill payment)</li> <li>➤ Remaining Performance Security – After Completion of the Warranty and Maintenance Period (i.e 5 Years)</li> </ul>		
<b>9</b>	Payment Terms	<b>Payment Milestone</b>		<b>Clause 30 Section 2</b>
		<b>Payment Percentage</b>	<b>Deliverables</b>	
		80%	Payment will be made location wise on installation and commissioning on per watt basis (capacity installed and commissioned in watts multiplied by the per watt price quoted).	
		20%	Payment shall be made in equal installments of 4% each for five years on submission of the annual O&M report.	
<b>10</b>	Consortium	Allowed		<b>Clause 6 Section 2</b>
<b>11</b>	Deviation/ Conditional Bid	Any deviation from the specifications mentioned in the Bid document shall not be accepted. Conditional Proposal shall not be entertained. Contractors are required not to put any condition.		<b>Clause 23 Section 2</b>
<b>12</b>	Evaluation Process	Technical and Financial Bid evaluation shall be as per Bidders Eligibility Criteria and L1 Method		<b>Clause 23 Section 2</b>
<b>13</b>	Bidders Eligibility	<p><b>Technical Qualification Criteria:</b></p> <ul style="list-style-type: none"> <li>• Bidder should have experience of Design, Engineering, Supply, Civil works, Erection, testing, commissioning, operation and maintenance of On-Grid and off-grid Solar PV projects under CAPEX or RESCO/CAPEX model in last 3 years.</li> <li>• Minimum cumulative experience of at least 1MWp</li> <li>• Minimum number of projects shall be 5</li> </ul>		<b>Clause 23 Section 2</b>

		<ul style="list-style-type: none"> <li>• Average Turnover of last three (2016-17, 2017-18 &amp; 2018-19) years should be at least 2.5 Crore</li> <li>• The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 3 (Three) years as on the date of release of the RFP.</li> <li>• The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.</li> <li>• All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.</li> </ul>	
<b>14</b>	Contents of RFP Document	<p>The Bid Documents include:</p> <ol style="list-style-type: none"> <li>a) Notice Inviting Tender (Section I)</li> <li>b) Instructions to Bidders along with instructions for online bid submission (Section II)</li> <li>c) Data Sheet (section III)</li> <li>d) Work Scope and Technical Specifications (Annexure I)</li> <li>e) Format for Tender Acceptance Letter (Annexure II)</li> <li>f) Technical Bid Formats (Annexure III)</li> <li>g) Format for Declaration of not being Blacklisted (Annexure IV)</li> <li>h) Format for Sending Pre-Bid Queries (Annexure V)</li> <li>i) Format for Performance Security Bond Form (Annexure VI)</li> <li>j) Format for Letter of authorization to attend bid opening (Annexure VI)</li> <li>k) Agreement format for Execution of O&amp;M (Annexure VIII)</li> <li>l) Format for Contract Form (Annexure IX)</li> <li>m) Format for Bid Form (Annexure X)</li> <li>n) Format for Price Schedule/ Financial Bid (Annexure XI)</li> <li>o) Format for Consortium Agreement (Annexure XII)</li> <li>p) Format for OEM Authorization (Annexure</li> </ol>	<b>Clause 7 Section 2</b>

		XIII) q) General (Commercial) Conditions of the Contract (Section V) r) Special Conditions of the Contract (Section VI)	
<b>15</b>	RFP Submission Process	Submission of Bid through e-procurement should include the following  -Technical Bid -Financial Bid	<b>Clause 10 Section 2</b>
<b>16</b>	Important Dates	Pre-bid Meeting: 13.03.2020 at 13:00 Hrs.  Last date and time for online bid submission: 29.03.2020 at 13:00 Hrs.  Last date and time for submission hard copy of bid: 30.03.2020 at 13:00 Hrs  Time and date of opening technical bids: 30.03.2020 at 14:00 Hrs	
<b>17</b>	Location for Pre Bid Meeting	Moradabad Smart City Limited, Type D/A-3, Eleven Orchid, Near Circuit House, Moradabad - 244001	

# **SECTION IV ANNEXURES**

**Annexure – I****SCOPE AND SPECIFICATION****1. Background of the Project**

Moradabad city is mostly an industrial city, where electrical power demand is high due to presence of a large numbers of brass industries. At the same time, the city has potential to generate electricity through Solar PV system and solar rooftop is one option to acquire this potential. Hence, to meet a part of the total power demand of the city by solar power generation in roof top of public buildings, a sub project has been included in Moradabad Smart City project. The sub project is also intended to generate awareness about need and required actions on solar power generation. The main objectives of the sub project are:

- i) To generate solar power by using roof tops of public buildings within ABD area of Moradabad Smart City project.
- ii) To promote small SPV power generating plants among the residential, community, institutional, industrial and commercial establishments
- iii) To mitigate the dependence on fossil fuel based electricity generation and encourage environment friendly Solar electricity generation

## 2. Proposed Government Buildings/Places in Moradabad for Off Grid Solar Roof Top System

S.No	Name of the Building	App. Area in Sq.Mtr	Installation Capacity Based on Roof Top Area available In (KWp)	Actual Conned Load As per PVVNL in KW	Proposed Load in KW as per Site Feasibility
1	State Bank of India Main Branch Civil Lines	620	50	88	50
2	District Eye Hospital	570	48	42.4	40
3	Moradabad Club Pvt Ltd	310	25	90	25
4	AayakarBhawan, Civil Lines	300	25	44.8	25
5	R.N Inter College	1220	100	9	20
6	Main Telephone Exchange Building BSNL office Moradabad	962	80	283.2	80
7	ZillaSainikKalyanawamPunarwasKaryalaya	154	13	2	15
8	Moradabad District Sahkari Bank	380	30	80	30
9	Chief Engineer PWD Office	240	20	11	15
10	Executive Engineer Tubewell Division	616	50	5	15
11	Jal Nigam office	231	20	15	20
12	Sales Tax Office	2232	186	71.2	70
13	Electrical Distribution office Near Ambedkar Park	256	20	44.8	20
14	Head Post Office Main Branch	945	75	71.2	70
15	Electrical Test Division Kothi No.4	475	40	44.8	40
16	Town Hall	574	47	50	40
17	Nagar Nigam	343	28	50	25
	<b>Total</b>				<b>600</b>

**Please Note:** The list of buildings given above is as per the current requirement; the same is subject to change at any time at the discretion of Moradabad Smart City Limited as per variation clause subject below.

### **3 Scope of Work (“Service”)**

1. Scope of work covers Design, Engineering, Supply, Installation, Testing, Commissioning and Maintenance of OFF Grid Rooftop Solar Photovoltaic Power Plants on Government Buildings/Spaces with 6 hours of battery backup on each building.
2. The Bidder has to submit all the technical documents of all the components he intend to use.
3. The successful Bidder need to submit/propose following 3 different designs in order to maximize the Energy Generation of Solar PV power plant for the all locations
4. Structure and Civil Design including wind load analysis
5. Civil Design will be as per site requirement. ( As buildings are very old, separate pedestal has to be made if required)
6. Solar PV system design (No of strings, No of inverters, series parallel combinations)
7. For Inverters, PCU & Battery Bank, standard Mounting structure with wheels has to be provided.
8. Simulation results for the Energy Generation in each case has to provide.
9. The MSCL/Moradabad Nagar Nigam /PMC will choose option and finalize the execution of the project
10. The Bidder need to submit the plan of execution and mention the deadline for each location and execute the project according
11. Failing the deadline shall lead to penalty set by the MSCL/Nagar Nigam
12. All the permissions/approvals/clearances shall be provided by the MSCL/Nagar Nigam
13. For any changes in specifications of any of components prior approval shall be taken from the MSCL, days of issue of Letter of Acceptance (LOA).
14. The Bidder has to supply & install all the plant equipment’s under one brand name.



## 4 Technical Specifications

The Specifications for the equipment listed will be as follows

### DEFINITION

An Off Grid Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, Controls & Protections; interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is mounted on a suitable structure. Off Grid Solar PV system is with 6 hours battery backup on each building.

Solar PV system shall consist of following equipment's/components:

1. Solar PV modules consisting of required number of **Poly/Multi-Crystalline** PV cell Modules
2. Power Conditioning Unit with Remote Monitoring System
3. Mounting structures
4. Junction Boxes
5. Earthing and lightning protections
6. IR/UV protected PVC Cables, pipes and accessories

### 4.1 SOLAR PHOTOVOLTAIC MODULES

1. The PV modules used should be made in India. The PV module must satisfy the condition of Domestic Content Requirement (DCR) (MNRE No.30/11/2012-13/NSM, MNRE New Delhi, July 2016, Draft).
2. The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
3. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of more than or equal to 300 Wp. Any deviation has to be pre-approved by MSCL.
4. Protective devices against surges at the PV module shall be provided. Low

voltage drop bypass diodes shall be provided.

5. PV modules must be tested and approved by one of the IEC authorized test centers. Lab reports not later than 1 year shall be accepted as a concept of Proof of testing.
6. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
7. The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. MSCL shall allow only minor changes at the time of execution.
8. Other general requirement for the PV modules and subsystems shall be the Following:
  - The rated output power of any supplied module shall have tolerance within  $\pm 3\%$ .
  - 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) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
  - 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 screws and cable gland entry points or may be of sealed type and IP-65 rated.
  - I-V curve at STC and NOTC shall be provided and certified (not less than 6 months old) by bidder
  - Plants installed in high dust geographies must have the solar modules tested with relevant dust standards (Applicable standard would be IEC 60068-2-68)]

<b>Solar Photovoltaic Module Specifications</b>	
Module capacity	$\geq 300$ Wp
Efficiency	$\geq 15$ %

Tolerance	+ 5 W
PID	PID Free/resistance certificate is required
Maximum system voltage	1000/1500 V

**4.2 Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module and it should be inside the laminate only**

- Name of the manufacturer of the PV module
- Name of the manufacturer of Solar Cells.
- Month & year of the manufacture (separate for solar cells and modules)
- Country of Origin (separately for solar cells and module)
- I-V curve for the module ,Wattage,  $I_m$ ,  $V_m$  and FF for the module
- Unique Serial No and Model No of the module
- Date and year of obtaining IEC PV module qualification certificate.
- Name of the test lab issuing IEC certificate.
- Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.

**4.3 Warranties**

**a. Material Warranty**

- i. 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 not less than five (05) years from the date of sale to the original customer ("Customer").
- ii. Defects and/or failures due to manufacturing
- iii. Defects and/or failures due to quality of materials
- iv. Non conformity to specifications due to faulty manufacturing if the solar Module(s) fails to conform to this warranty, the bidder will repair or replace the solar module(s), at the Owners sole option a certificate of warranty to be provided by Original Equipment Manufacturer (OEM), giving warranty for 25 years.
- v. The list of manufacturing units of the OEM also to be provided. It may be noted that the EPC contractor who has been awarded the order against

this RFP, shall take the necessary warranty from their vendor as a measure of compliance before executing the project. Non-submission of such warranty before supplies may result in cancellation of the order.

**b. 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 0% after ten years period of the full rated original output.

**4.4 PRE DISPATCH INSPECTION**

MSCL/PMC may carry out Pre Dispatch Inspection (PDI) on need basis of the OEM in order to check their compliance with the specifications. All the cost associated with PDI will be to the account of Bidder.

**4.5 ARRAY STRUCTURE**

- Hot dip galvanized MS mounting structures may be used for mounting the modules/panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum installation. However to accommodate more capacity the angle inclination may be reduced until 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. It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to MSCL. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
  - Structural material shall be corrosion resistant and electrolytic alloy compatible with the materials used in the module frame, its fasteners, nuts and bolts.
  - Aluminum structures also can be used which can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
  - Aluminum frames should be avoided for installations in coastal areas.

- The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m<sup>2</sup>.
- The minimum clearance of the structure from the roof level should be 300 mm.
- In order to install on rooftop on buildings all the rooftop must be refixed wherever required
- Proper Water-proofing shall be done wherever its necessary
- In addition to the civil structure, wherever separate pedestal is needed on the roof top for the support of array structure has to be provided in order to avoid damage to the old buildings.

#### **4.6 JUNCTION BOXES (JBs)**

- The junction boxes are to be provided in the PV array for termination of connecting cables. The J.Boxes (JBs) shall be made of Polycarbonate/GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with IP 66 degree of protection. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- 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.
- Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes or 1000/1500 V grade Solar fuses of min two times rating of max short circuit current of string. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- 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

- All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

#### **4.7 DC DISTRIBUTION BOARD**

- a) DC Distribution panel to receive the DC output from the array field.
- b) DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

#### **4.8 AC DISTRIBUTION PANEL BOARD (LT)**

- AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter and should have necessary surge arrestors. Plants with Battery this shall also have provision to keep all priority loads, DG/Grid Selection switch and one By-pass switch. The ratings of all switches should be at least 125% of the maximum current flowing through them
- All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III or equivalent IS wherever applicable.
- The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- All the Panels shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz
- The panels shall be designed for minimum expected ambient temperature of 45 °C, 80 percent humidity up to maximum of 50 °C and dusty weather.
- All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better but for housing transformer wherever needed, it may be IP 33 or better.
- Should conform to Indian Electricity Act and rules (till last amendment).
- All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions.

#### 4.9 PCU/INVERTERS

- The combined PV wattage of all inverters should not be less than rated capacity of power plant under STC.
- The cumulative kVA rating of inverter/s for each PV system shall be according to the technical design and system wattage.
- Inverter/s shall include MPPT (Maximum Power Point Tracking) control to extract maximum energy from solar array and produce AC power as per following.
- Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

**Table: Inverter Specification**

<b>Inverter Specification</b>	
<b>Control</b>	Microprocessor /DSP
<b>Nominal AC output voltage and Frequency</b>	415V, 3 Phase, 50 Hz
	(In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
<b>Output frequency</b>	50 Hz
<b>Ambient temperature considered</b>	-20°C to 50°C
<b>Humidity</b>	95 % Non-condensing
<b>Protection of Enclosure</b>	IP-20(Minimum) for indoor.
	IP-65(Minimum) for outdoor.
<b>No-load losses</b>	Less than 1% of rated power
<b>Inverter efficiency(minimum)</b>	>93% (In case of 10 kW or above with in-built galvanic isolation)
	>95% (In case of 10 KW or above without in-built galvanic isolation)
<b>Inverter efficiency (minimum)</b>	> 90% (In case of less than 10 kW)
<b>THD</b>	< 3%
<b>PF</b>	> 0.9

### **The PCU should have the following certifications**

- IEC 62109-1, IEC 62109-2: Safety of power converters for use in photovoltaic power systems - Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 for outdoor mounting, IP 54 for indoor mounting)
- IEC 61683: Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions)
- IEC 62116 or, IEEE 1547: Utility-interconnected Photovoltaic Inverters - Test Procedure of Islanding Prevention Measures
- IEC 61727:2004 Photovoltaic (PV) systems - Characteristics of the utility interface is being added, along-with “Technical Standards for Connectivity of the Distributed Generation Resources” as published by Central Electricity Authority(CEA), Ministry of Power, Government of India.
- IEC 60068-2 (1, 2, 14, 30 & 64): Environmental Testing of PV System – Power Conditioners and Inverters
- IEC 60068-2-1: Environmental testing -Part 2-1: Tests - Test A: Cold
- IEC 60068-2-2: Environmental testing -Part 2-2: Tests - Test B: Dry heat
- IEC 60068-2-14: Environmental testing - Part 2-14: Tests - Test N: Change of temperature
- IEC 60068-2-30: Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)  
IEC 60068-2-64: Environmental testing - Part 2-64: Tests - Test Fh: Vibration, broadband random and guidance

### **4.10 DATA ACQUISITION SYSTEM / PLANT MONITORING**

- Data Acquisition System shall be provided for each of the solar PV plant
- Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.



- Solar Irradiance: An integrating Pyrometer / Solar cell based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.
- Temperature: Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with readouts integrated with the data logging system
- The following parameters are accessible via the operating interface display in real time separately for solar power plant:
  - AC Output Voltage
  - AC Output current
  - Output Power
  - Power factor
  - DC Input Voltage
  - DC Input Current
  - Time Active
  - Time disabled.
  - Time Idle
  - Power produced
  - Protective function limits (Viz-AC Over voltage, AC Under voltage, over frequency, under frequency ground fault, PV starting voltage, PV stopping voltage.
- All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel
- PV array energy production: Digital Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class.
- Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately

- String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- Computerized AC energy monitoring shall be in addition to the digital AC energy meter.
- The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- All instantaneous data shall be shown on the computer screen.
- Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
- Provision for instantaneous Internet monitoring and download of historical data shall be also incorporated.
- Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and temperature monitoring system.
- Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis.
- Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.
- Remote Monitoring and data acquisition through Remote Monitoring System software at the buildings / MSCL location with latest software/hardware configuration and service connectivity for online/ real time data monitoring / control complete to be supplied and operation and maintenance / control to be ensured by the bidder.
- The bidders shall be obligated to push real-time plant monitoring data on a specified intervals (say 15 minute) through open protocol at receiver location (cloud server) in XML/JSON format, preferably. Suitable provision in this regard will be intimated to the bidders

#### **4.11 PROTECTIONS**

The system should be provided with all necessary protections like Earthing,

Lightning, and grid islanding as follows:

**i. LIGHTNING PROTECTION**

The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc the entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standards. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induce transients find an alternate route to earth.

**ii. SURGE PROTECTION**

Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and -ve terminals to earth (via Y arrangement)

**iii. EARTHING PROTECTION**

Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of MSCL/PMC as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.

- Earth resistance shall not be more than 2 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

#### 4.12 CABLES

Cables of appropriate size to be used in the system shall have the following characteristics

- Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- Temp. Range:  $-10^{\circ}\text{C}$  to  $+80^{\circ}\text{C}$ .
- Voltage rating 660/1000/1500 V
- Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- Flexible Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum (2%)
- For the DC cabling, XLPE or, XLPO insulated and sheathed, UV- stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.
- For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multi-stranded flexible copper cables shall be used; Outdoor AC cables shall have a UV-stabilized outer sheath.
- The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam cross-linked XLPO type and black in color.
- The DC cables from the SPV module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm.
- Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers
- All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm<sup>2</sup> copper; the minimum AC cable size shall be 4.0 mm<sup>2</sup> copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires.
- Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter.

- Cable Jacket should also be electron beam cross-linked XLPO, flame retardant, UV resistant and black in color.
- All cables and connectors for use for installation of solar field must be of solar grade which can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss and microbes for 25 years and voltages as per latest IEC standards. DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1kV as per relevant standards only.
- The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant shall be provided by the bidder. Any change in cabling sizes if desired by the bidder shall be approved after citing appropriate reasons. All cable schedules/ layout drawings shall be approved prior to installation.
- Multi Strand, Annealed high conductivity copper conductor PVC type-A pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables confirm to latest edition of IEC/ equivalent BIS Standards as specified below: BOS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.
- The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.
- The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%.

#### **4.13 TOOLS & TACKLES AND SPARES**

- After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the bidder for maintenance purpose. List of tools and tackles to be supplied by the bidder for approval of specifications and make from MSCL.
- A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules be indicated,

which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished

#### **4.14 DANGER BOARDS AND SIGNAGES**

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signage shall be provided one each at battery -cum- control room, solar array area. Text of the signage may be finalized in consultation with MSCL/PMC.

#### **4.15 FIRE EXTINGUISHERS**

The fire-fighting system for the proposed power plant for fire protection shall be consisting of:

- Portable fire extinguishers in the control room for fire caused by electrical short circuits
- Sand buckets in the control room
- The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs.

#### **4.16 DRAWINGS & MANUALS**

- Two sets of Engineering, electrical drawings, Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
- ISI Approved and reputed makes for equipment be used.
- For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to MSCL/PMC before progressing with the installation work

## 5 PLANNING AND DESIGNING

### 5.1 DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT

- The Bidder shall furnish the drawings the Award/Intent and obtain approval
- General arrangement and dimensioned layout
- Schematic drawing showing the requirement of SPV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
- Structural drawing along with foundation details for the structure and wind load analysis.
- As buildings are very old, separate pedestal has to be made if required
- Itemized bill of material for complete SPV plant covering all the components and associated accessories.
- Layout of Solar Power Array
- Shadow analysis of the roof

### 5.2 SAFETY MEASURES

The bidder shall take entire responsibility for electrical safety of the installation(s) and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

#### 5.2.1 DISPLAY BOARD

- The bidder has to display a board at the project site mentioning the following:
- Plant Name, Capacity, Location, Type of Renewable Energy plant (Like solar wind etc.), and Date of commissioning.
- The size and type of board and display shall be approved by authorized representative before site inspection.

#### Parameters

PARAMETER	REFERENCE	REQUIREMENT
Service Conditions	Relevant regulation/order	Compliance
Equipment	BIS / IEEE / IEC	Compliance

<b>Meters</b>	Central Electricity Authority and Operation of (Installation Meters) Regulation 2013 & relevant regulations by Electricity Regulatory Commission	Compliance
<b>Safety and Supply</b>	Central Electricity Authority (Measures of Safety and Electricity Supply) Regulation 2010	Compliance
<b>Harmonic Current</b>	IEEE 519 and CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013	Harmonic current Injections from a generating Station shall not exceed the limits specified in IEEE 519.
<b>Voltage</b>	IEEE 519 and CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013	The voltage-operating window should minimize nuisance tripping and should be under operating range of 80% to 110% of the nominal connected voltage. Beyond a clearing time of 2 second, the photovoltaic system must isolate itself from the grid.
<b>Flicker</b>	IEEE 519 and CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013	Operation of photovoltaic system should not cause voltage flicker in excess of the limits stated in IEC 61000 standards or other equivalent Indian standards, if any.
<b>Frequency</b>	IEEE 519 and CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013	When the Distribution system frequency Deviates outside the specified condition (50.5 Hz on lower side), There should be over and under frequency trip function with a clearing time of 0.2 seconds.
<b>DC injection</b>	IEEE 519 and CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013	Photovoltaic system should not inject DC power more than 0.5 % of full rated output at the interconnection point under any operating conditions.
<b>Power Factor</b>	IEEE 519 and CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013	While the output of the inverter is greater than 50% a lagging power factor of greater than 0.9 should operate.



<b>Overload and Overheat</b>	IEEE 519 and CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013	The inverter should have the facility to automatically switch off in case of overload or overheating and should restart when normal conditions are restored
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## 6 GENERAL REQUIREMENT FOR MAINTENANCE

Deputation of qualified and experienced engineer/technicians approved by MSCL till the end of the O&M period at project site.

- Monthly checks of the Modules, PCUs and BOS shall be carried out as a part of routine preventive and breakdown maintenance.
- Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- For any issues related to operation & maintenance, a phone number shall be made available to plant owner to resolve within 72 hours. If not attended within such stipulated time, a complaint may be raised to MSCL, pursuant to which, a penalty of Rs. 1,000/- for full month or more shall be imposed for a system capacity above 10 kWp. If any of such instances for more than 2 times a year, then it may lead to penalty as decided by MSCL. Further, If the outage of the plant is more than 30 days continuously, then the 50% PBG amount shall be encased by MSCL and If the outage is exceeding more than 60 days than complete PBG amount shall be encased by MSCL. This will be applicable for entire period of contract of O&M as per the Scope of the RFP.
- All the components should be kept clean. It should be ensured that all the components are fastened well at their due place Maintenance guidelines for various components viz. solar panels, inverter, wiring etc. are discussed below:

### 6.1 SOLAR PV MODULES

Although the cleaning frequency for the panels will vary from site to site depending

on soiling, it is recommended that

- The panels are cleaned at least once every fifteen days.
- Any bird droppings or spots should be cleaned immediately.
- Use water and a soft sponge or cloth for cleaning.
- Do not use detergent or any abrasive material for panel cleaning.
- Isopropyl alcohol may be used to remove oil or grease stains.
- Do not spray water on the panel if the panel glass is cracked or the back side is perforated.
- Wipe water from module as soon as possible.
- Use proper safety belts while cleaning modules at inclined roofs etc.
- The modules should not be cleaned when they are excessively hot. Early morning is particularly good time for module cleaning.
- Check if there are any shading problems due to vegetation or new building. If there are, make arrangements for removing the vegetation or moving the panels to a shade-free place.
- Ensure that the module terminal connections are not exposed while cleaning; this poses a risk of electric shock.
- Never use panels for any unintended use, e.g. drying clothes, chips etc.
- Ensure that monkeys or other animals do not damage the panels

## **6.2 CABLES AND CONNECTION BOXES**

- Check the connections for corrosion and tightness.
- Check the connection box to make sure that the wires are tight, and the water seals are not damaged.
- There should be no vermin inside the box
- Check the cable insulating sheath for cracks, breaks or burns. If the insulation is damaged, replace the wire.
- If the wire is outside the building, use wire with weather-resistant insulation.
- Make sure that the wire is clamped properly and that it should not rub against any sharp edges or corners.
- If some wire needs to be changed, make sure it is of proper rating and type.

### **6.3 INVERTER**

- The inverter should be installed in a clean, dry, and ventilated area.
- Remove any excess dust in heat sinks and ventilations. This should only be done with a dry cloth or brush.
- Check that vermin have not infested the inverter. Typical signs of this include spider webs on ventilation grills or wasps' nests in heat sinks.
- Verify the state of DC/AC surge arrestors, cable connections, and circuit breakers.

### **6.4 SHUTTING DOWN THE SYSTEM**

- Disconnect system from all power sources in accordance with instructions for all other components used in the system.
- Completely cover system modules with an opaque material to prevent electricity from being generated while disconnecting conductors.
- To the extent possible, system shutdown will not be done during day time or peak generation

### **6.5 Quality Certification, Standards and Testing for OFF Grid Rooftop Solar PV Systems/Power Plants**

- Quality certification and standards for off grid rooftop solar PV systems are essential for the successful mass-scale implementation of this technology.
- It is also imperative to put in place an efficient and rigorous monitoring mechanism, adherence to these standards. Hence, all components of off grid rooftop solar PV system/ plant must conform to the relevant standards and certifications given below:

Table: Standards

<b>IEC 61215/ IS</b>	Design Qualification and Type Approval for Poly/Multi Crystalline Silicon Terrestrial Photovoltaic (PV) Modules
<b>IEC 61701</b>	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules
<b>IEC 61853- Part 1/</b>	Photovoltaic (PV) module performance testing and energy
<b>IS 16170: Part 1</b>	rating –: Irradiance and temperature performance measurements, and power rating
<b>IEC 62716</b>	Photovoltaic (PV) Modules – Ammonia (NH <sub>3</sub> ) Corrosion Testing (As per the site condition like dairies, toilets)
<b>IEC 61730-1,2</b>	Photovoltaic (PV) Module Safety Qualification – Part 1:Requirements for Construction, Part 2: Requirements for Testing
<b>IEC 62804</b>	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation. IEC TS 62804-1:Part 1:Crystalline silicon (mandatory for applications where the system voltage is >600 VDC and advisory for installations where the system voltage is < 600 VDC)
<b>IEC 62759-1</b>	Photovoltaic (PV) modules – Transportation testing, Part 1:Transportation and shipping of module package units
<b>IS/IEC 60947 (Part 1, 2 &amp; 3), EN 50521</b>	General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests
<b>IEC 60269-6</b>	Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy system surge Arrestors
<b>IEC 62305-4</b>	Lightening Protection Standard
<b>IEC 60364-5-53/IS 15086-5 (SPD)</b>	Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control
<b>IEC 61643-1.854861111 Cables</b>	Low-voltage surge protective devices - Part 11: Surge

<b>IEC 60227/IS 694, IEC 60502/IS 1554(Part 1 &amp; 2)/IEC69947 BS EN 50618</b>	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation) Electric cables for photovoltaic systems (BT(DE/NOT)258), mainly for DC Cables Earthing /Lightning
<b>IEC 62561 Series (Chemical Earthing)</b>	IEC 62561-1 Lightning protection system components (LPSC) - Part 1: Requirements for connection components IEC 62561-2 Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes IEC 62561-7 Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds Junction Boxes
<b>IEC 60529</b>	Junction boxes and solar panel terminal boxes shall be of the thermo-plastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use Energy Meter and 2 – Specification (with Import & Export/Net energy (measurements) Solar PV Roof Mounting Structure
<b>IS 2062/IS 4759</b>	Material for the structure mounting

\*Note- Equivalent standards may be used for different system components of the plants.

### 6.6 Recommended Solar Power Plant Makes

<b>S.NO</b>	<b>Manufactures</b>
1	Tata Power Solar System Ltd
2	Jakson
3	Renew Energy
4	Vikram Solar
5	Cleantech
6	Sun Source
7	Waaree Solar Pvt Ltd
8	Mahindra Susten

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms and Condition of Tender

Tender Reference No. \_\_\_\_\_

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for above mentioned 'Tender Work' from the Websites namely:  
As per your advertisement, given in the above mentioned websites.
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours's Faithfully

(Signature of the Bidder with official seal)

**TECHNICAL BID FORMAT****3.1 Check-list for the Pre-Qualification Proposal**

<b>S.No.</b>	<b>List Of Document</b>	<b>File Name</b>	<b>Submitted (Y/N)</b>	<b>Description</b>
1	Proof of Tender Fee and EMD submitted			
2	Bid Covering Letter As per format provided at Annexure 1.2			Reference No: Date of Letter:
3	Bidders' Particulars As per format provided at Annexure 1.3			Name of bidder(s):
4	Power of Attorney in favor of Authorized signatory As per format provided at Annexure 6			Date of PoA: Name of Authorized Person:
5	Copy of Certificate of Incorporation /Registration under Companies Act, 1956/2013 or corresponding Act in abroad			Registration Number: Date of Incorporation:
6	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years.			Year-wise Details Turnover (As per Annexure 3.5)
7	Valid copy of the ISO 9001:2008 or higher certification			Issuing By: Issuing Date: Validity Date:
8	Declaration for Not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.			Reference No: Date of Letter:
9	Valid Copy of PAN			Ref No.
10	Valid copy of GSTIN registration			Ref No.

**3.2 Checklist for Documents to be included in Technical Proposal**

<b>S.No.</b>	<b>List Of Document</b>	<b>File Name</b>	<b>Submitted (Y/N)</b>	<b>Description</b>
1	Project citation report to support that the Sole Bidder or either member of the consortium have successfully executed similar works in last 3 (Three) financial years.			As per Annexure 3.4
2				OEM Name:

	OEM Authorization Form along with certified true copy of power of attorney			Date:
3	Summary List of Projects			As per Annexure 3.6

**3.3 The Table below provides the format in which general information about the Bidder must be furnished.**

<b>S. No.</b>	<b>Information</b>	<b>Details</b>
1	Name of Bidder	
2	Address and contact details of Bidder:	
3	Registration Number and Year of Registration	
4	Web Site Address	
5	EPF Registration No	
6	GSTIN	
7	Permanent Account Number (PAN)	
8	Revenue for the last 3 years (2014-15,2015-16,2016-17 and 2017-2018 Year wise)	
9	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10	Telephone number of contact person:	
11	Mobile number of contact person:	
12	Fax number of contact person:	
13	E-mail address of contact person:	

**3.4 Format for Project Citation**

<b>S.No.</b>	<b>Item</b>	<b>Details</b>	<b>Attachment Ref. No.</b>
1	Name of the Project		



2	Date of Work Order		
3	Client Details		
4	Scope of Work		
5	Contract Value		
6	Completion Date		

Note: The Bidder is required to use above formats for all the projects referenced by the Bidder for the technical bid evaluation. For each assignment, please furnish a copy of work order/ contract/ completion/ on-going certificate.

### 3.5 Format for Annual Turnover

#### ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Financial Years (2016-17, 2017-18 and 2018-19).

<b>Financial Information</b>			
Financial Year	2016 – 2017	2017- 2018	2018-2019
Annual Turnover (in Lakh)			
Note: Financial Information shall be certified by the Statutory Auditors.			

<b>Financial Information</b>	
Net worth (in Lakh)	
Note: Financial Information shall be certified by the Statutory Auditors.	

### 3.6 Details of past assignments

Name of the assignment	
Month, year of commencement	
Month, year of completion	
Client name	

Client address including liaison and contact number & e-mail	
Contract value	
Objective of assignment	
[State the desired expectations of the Client and the ground conditions at the time of being commissioned.]	
Scope of work	
[List the activities to perform as part of the contract; refer to the activities that qualify as 'similar services' above.]	
Results achieved	
[List the results achieved as a result of the activities performed. A before/after approach may be used to illustrate this.]	

For each assignment, please furnish a copy of work order/ contract/ completion/ on-going certificate.

## Annexure 4

### Format for Declaration by the Bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Chief Executive Officer

Moradabad Smart City Limited

PeeliKothi, Water Works Compound

Civil Lines, Moradabad, Uttar Pradesh 244001

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

RFP Reference No: XXXX

Dear Sir/ Ma'am,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that \_\_\_\_\_ (" Company") is not debarred/ black-listed by the Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MSCL reserves the right to reject the bid or terminate the Contract without any compensation to the Successful Bidder.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

## Annexure 5

### Format of sending pre-bid queries

RFP Reference No: XXXX

Bidder's Request For Clarification				
Name and complete official address of the Bidder submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
S.No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1.				
2.				

Signature:

Name of the Authorized signatory:

Seal:

Date and Stamped:

Note: Bidder(s) are requested to send the queries in PDF with Sign and Seal and also in MS Excel for making consolidation process easy.

**PERFORMANCE SECURITY BOND FORM**

(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)

To

The \_\_\_\_\_

WHEREAS.....(name and address of the supplier) (hereinafter called "the designer") has undertaken, in pursuance of contract no.....dated.....to supply (description of goods and services)(herein after called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of.....20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

**Annexure 7**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject: Authorization for attending bid opening on ----- (date) in the tender no. -  
----- of MSCL.

Shri/ Ms. ....of .....is hereby  
authorised to attend the bid opening for the tender mentioned above on behalf of  
.....(Bidder) / in order of preference given below.

\_\_\_\_\_  
\_\_\_\_\_

Specimen Signature of person  
authorized to attend the bid opening

Signatures of bidder

Or

Officer authorized to sign the bid  
documents on behalf of the bidder.

- Note: 1. Only one representative will be permitted to attend bid opening.  
2. Permission for entry to the hall where bids are opened may be refused in case  
authorization letter as above is not produced before the bid opening committee.

**AGREEMENT FOR EXECUTION WARRANTY AND MAINTENANCE**

**This Agreement** made this \_\_\_\_ day of 20\_\_ between Moradabad Smart City Limited (MSCL), represented by CEO, MSCL (hereinafter called the Buyer) of the first part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Contractor/ Designer) as the second part.

**Whereas** the Buyer desires that the Construction and Warranty & Maintenance of the Works known as "**Request for Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Operations & Maintenance of Off Grid Rooftop Solar Power Plants on Government Buildings and Public Spaces in Moradabad Smart City**", should be executed by the Contractor, and has accepted a Bid by the Contractor.

**MSCL and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Letter of Acceptance
  - (b) The said Bid;
  - (c) The Contract Data;
  - (d) The Annexures;
  - (f) The Priced Bill of Quantities;
3. In consideration of the payments to be made by MSCL or his legal successors to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the MSCL to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract and also operate and maintain the Works at its rated capacity, including maintaining the plant and equipment in good operating condition, normal wear and tear excepted, and remedying any defects therein in conformity in all respects with the provisions of the Contract.

4. MSCL hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects and operation and maintenance of the Works and the remedying of defects therein, the Contract Price or such other sum as RFP Package No: \_\_\_\_\_ may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common seal of \_\_\_\_\_ was hereunto affixed in the presence of:

or

Signed, Sealed and Delivered by the said \_\_\_\_\_ in the presence of:  
Binding Signature of CEO,MSCL

Binding Signature of Contractor \_\_\_\_\_



**Contract Form**

1.This agreement is made this day.....between  
....., herein after called " name of company" the first party which  
expression shall include his heirs, executors and administrators/their successors and  
Moradabad Smart City Limited, herein after called "MSCL", the second party, through  
Chairman, MSCL, Moradabad herein after include his successors and assignees, shown  
as under :-

2.That WHEREAS the first party shall and will deliver goods and services of related  
Items for MSCL, Moradabad details of which are given in annexure –I to this office  
tender notice .....dated .....at the rated quoted by  
.....vide their tender..... dated ..... and as per all the  
terms and conditions given in notice Inviting Tender (NIT) and the aforesaid tender  
notice dated.....which shall become part and parcel of this agreement.

3. That the first party would raise demand and the payment shall be done in  
accordance with Clause 31, Section II of aforesaid tender document.

4. The Performance Security Bond would be encashed by second party in case first  
party fails to deliver items and/or breaches terms & condition of the aforesaid tender  
document.

5. In accordance with the Tender document NO. .... this agreement is made for a  
period of five and a half years from ....., as decided upon to do so by the second  
party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES  
ON THIS .....DAY OF.....20

(Signature) Name_____	(Signature) Name_____
Name of the Company (Supplier) _____	Moradabad Smart City Limited

Witness for Contractor

Witness for MSCL

**BID FORM**

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver ..... in conformity with said conditions of contract and specifications for sum of Rs. \_\_\_\_\_(Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within ( ) months and to complete delivery of all the items specified in the contract within ( ) months calculated from the date of issue of your purchase order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....day of .....20

(Signature)

Witness..... Signature of.....

Signature..... in capacity of.....

Address..... Duly authorised to sign the bid for and on behalf

of.....

Tele No.(s):-

FAX No.(s)

E-Mail Address:-

## Annexure-11

The main price bid must be submitted online in the provided .xls format only.

### PRICE SCHEDULE

Sr. No.	Description	Unit	Capacity	Rate (Rs. per kWp)	Total Project cost (Rs.)
<b>1</b>	Request for Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Operations & Maintenance of Off Grid Rooftop Solar Power Plants on Government Buildings and Public Spaces in Moradabad Smart City	<b>Kw</b>	<b>600</b>		
	<b>Total</b>				

Note: Project cost shall be inclusive of all duties, taxes and statutory payments

Instructions:

- a) MORADABAD SMART CITY LIMITED does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may vary. The payment shall be made based on unit cost quoted for the particular item on actual work/ item is undertaken/ supplied.
- b) All items provided should be under Insurance. The Insurance should be for entire duration of the Project including operation and maintenance period and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc as per clause 32.
- c) All the prices are to be entered in Indian Rupees ONLY
- d) MORADABAD SMART CITY LIMITED reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- e) Rates to be quoted in considering that all the items and services to be provided at the location provided by MORADABAD SMART CITY LIMITED.
- f) MORADABAD SMART CITY LIMITED shall take into account all Taxes, Duties and Levies for the purpose of evaluation
- g) The bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by MORADABAD SMART CITY LIMITED whatsoever.
- i) The bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.

j) Any component/ fixtures/ ancillary/ adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.

## **Annexure-12**

### **CONSORTIUM AGREEMENT**

#### **DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM**

*[On Non-judicial stamp paper duly attested by notary public]*

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2018 at [Place] among \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], India, as Party of the First Part and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address ], as Party of the Second Part and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS MORADABAD SMART CITY LIMITED, has issued a Request for Proposal dated [Date] (RFP) from the applicants interested in "Request for Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Operations & Maintenance of Off Grid Rooftop Solar Power Plants on Government Buildings and Public Spaces in Moradabad Smart City"

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to each of the Parties' rights and obligations towards each other and their working relationship.

BASIS THE MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to bid for the "Request for Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Operations & Maintenance of Off Grid Rooftop Solar Power Plants on Government Buildings and Public Spaces in Moradabad Smart City" as a Consortium.
  - b. Sign Contract in case of award.
  - c. Provide and perform the supplies and services which would be ordered by the Authority pursuant to the Contract.
  
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Authority for "Request for Bid for Design, Engineering, Supply, Installation, Testing, Commissioning and Operations & Maintenance of Off Grid Rooftop Solar Power Plants on Government Buildings and Public Spaces in Moradabad Smart City" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

- iii. The Parties shall be jointly and severally responsible and bound towards the Authority for the performance of the works in accordance with the terms and conditions of the RFP document, and Contract.
- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
  - a. To ensure the technical, commercial and administrative co-ordination of the work package
  - b. To lead the contract negotiations of the work package with the Authority.
  - c. The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
  - d. In case of an award, act as channel of communication between the Authority and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party as per each member's field of expertise at each stage of the bidding shall be as below:  
 Party A: \_\_\_\_\_  
 Party B: \_\_\_\_\_
- vii. That the proposed administrative arrangements (organization chart) for the management and execution of the Project shall be as follows:
- viii. That the profit and loss sharing ratio shall be \_\_\_\_\_
- ix. That the Parties agree that all the members of the Consortium shall be jointly and severally liable for all obligations in relation to the Contract until the completion of the Project in accordance with the Contract;
- x. Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- xi. That this MoU shall be governed in accordance with the laws of India and courts in Himachal Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

i. \_\_\_\_\_

ii. \_\_\_\_\_

**FORMAT FOR OEM AUTHORIZATION**

(This form has to be provided by the OEMs of the products proposed)

Date:

To,

**The CEO**

**Moradabad Smart City Limited**

**Moradabad**

RFP Ref: <--> ("RFP")

Dear Sir/ Ma'am,

We \_\_\_\_\_, (name and address of the manufacturer) are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do

hereby authorize M/s

\_\_\_\_\_ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned RFP for the equipment/ software manufactured/ developed by us in adherence to the requirements of the RFP. We herewith certify that the above mentioned equipment/ software products are not end of the life and we hereby undertake to support these equipment/ software for the minimum duration of 5 years from the date of from Go-Live (as stated in RFP).

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder should provide this authorization along with the certified true copy (by the authorized signatory of the bidder) of the aforesaid power of attorney.

## **SECTION 5**

### **GENERAL CONDITIONS OF THE CONTRACT**

#### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

##### **1. APPLICATION:**

The General Conditions shall apply to all EPCC/EPC Contracts of Moradabad Smart City Limited.

##### **2. STANDARDS:**

The Goods and Services supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I.

##### **3. PATENT RIGHTS:**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

##### **4. PERFORMANCE SECURITY:**

4.1 The Performance Security would be 10% (ten percent) of the total value of contract. The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of the contract within 10 days from the date of issue of Letter of Acceptance by the Purchaser and the remaining performance security would be deducted from each Bill at the rate of 5%.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

4.3 The Performance Security Bond shall be in the form of Bank Guarantee only issued by a Scheduled Bank and in the form provided in 'Annexure-IV' of this Bid Document. The validity of Performance Guarantee shall be 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

4.4 The Performance Security Bond will be discharged by the Purchaser without interest after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

##### **5. INSPECTION, VALIDATION AND TESTS**

5.1 The Purchaser or his representative shall have the right to inspect, validate and test the goods and services rendered as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and



assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors without any charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.

5.4 If any equipment or any part thereof, before it is taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector/ officer appointed by the CEO shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking over Certificate".

5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

## **6. DELIVERY:**

6.1 Delivery of the goods & services and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements

and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6.2 The delivery of the goods and documents shall commence immediately on placement of Purchase Order as per actual requirements and be completed within ONE WEEK thereafter.

## **7. WARRANTY:**

7.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) five years after the stores have been taken over under clause 5.5 above.

7.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of three months, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

## **8. PAYMENT TERMS:**

### **8.1 Deliverables & Payment Schedule**

8.1.1 80 % of Payment will be made location wise on installation and commissioning on per watt basis (capacity installed and commissioned in watts multiplied by the per watt price quoted). Payment shall be made on its receipt by consignee and Certificate of Commissioning from MSCL Representative. For claiming this payment, the following documents are to be submitted to the paying authority.

- (i) Invoice
- (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- (iii) Supplier certificate for dispatch
- (iv) Excise gate pass / invoice or equivalent document in case of manufacturer.
- (v) Consignee receipt
- (vi) Certificate of Commissioning from the MSCL representative

8.1.2 20% of Payment shall be made in equal installments of 4% each for five years on submission of the annual O&M report.

8.1.3 Operation and maintenance will start on successful completion of installation and commissioning certified by the authorized representative of MSCL.

## **8.2 Payment Terms**

8.2.1. DELETED

8.2.2. The successful Bidder shall raise monthly invoices on milestone basis as defined in GCC Cl. 8.1.1., during the project implementation period on or before the 7<sup>th</sup> day of the following month. During the operation & maintenance period, the invoices shall be submitted annually.

8.2.3. Payments shall be made by the AUTHORITY within thirty (30) days after submission of the invoice for the amount certified on satisfactory quality inspection and verification by the AUTHORITY's Official and on the conformity on the Goods/ Products/ Services/ Solutions supplied as per the agreed specifications.

8.2.4. Payment shall be made in Indian Rupees by RTGS/ NEFT on Bank in the name of the Successful bidder.

8.2.5. All remittance charges shall be borne by the Successful Bidder.

8.2.6. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.

8.2.7. Any liquidated damages, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.

8.2.8. Indirect taxes and levies, as applicable, shall be deducted, as per the prevalent rules and regulations.

8.2.9. Price adjustment is not applicable in this contract/RFP.

8.2.10. It is the responsibility of the bidders to quote for and provide all the Hardware and Software for meeting all the requirements of the RFP. In case during evaluation, it is found that certain Hardware or Software which is critical for meeting the requirement of this RFP and has not been quoted as part of financial bid, the bid can be rejected as non-responsive. Additionally, if after the award of contract, it is felt that additional Hardware or Software are required for meeting the RFP requirement and the same has not been quoted by the Successful Bidder, the Successful Bidder shall provide all such additional Hardware or Software at no additional cost to AUTHORITY.

### **8.3 Time of Completion**

8.3.1. The time of completion of the works for the implementation of the project shall be 6 months from the date of signing of contract. The operation and maintenance period shall be 60 months from the date of completion of the entire scope of work on which a completion certificate shall be issued. The contract period shall be from the date of signing the contract to the completion of the Operation and Maintenance of the entire scope of works.

8.3.2. The successful bidder shall submit in two copies a detailed work programme/schedule for the project implementation within 15 days of signing the contract, with respect to each location of building.

8.3.3. Monthly progress reports shall be submitted in two copies to the Authority showing the work executed against the schedule during the implementation of the project and quarterly report during the operation & maintenance period. The reports shall be submitted on or before the 5<sup>th</sup> day of the following month.

8.3.4. If at any time during performance of the Contract, the Successful Bidder encounters condition impeding timely delivery of the Services, the Successful Bidder shall promptly notify AUTHORITY in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Bidder notice, AUTHORITY shall evaluate the situation and may at its discretion extend the Successful Bidder time for performance in writing.

8.3.5. Delay by the Successful Bidder in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids in AUTHORITY and penalty levied unless an extension of time is agreed mutually.

## **9. PRICES**

9.1 (i) (a) Prices charged by the supplier for goods & services delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

(b) In the case of downward revision of Statutory Levies/Taxes during the finalization period of tender, the benefit has to be transferred to the buyer and the Purchaser reserves the right to ask for reduction in the prices.

(ii) (a) Prices once fixed will remain valid during the entire period of contract. Increase of Taxes and other statutory duties will not affect the price during this period.

(b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

**10. Change in Purchase Order:**

10.1 The purchaser may, at any time, by written order given to supplier, make change within the general scope of contract.

**11. SUBCONTRACTS**

The supplier shall not subcontract the work awarded to him under this tender. If it is found at any stage that the supplier has sub-contracted the work, his all pending payments and performance security shall be forfeited and contract will be terminated without any liability to MSCL.

**12. DELAYS IN THE SUPPLIER'S PERFORMANCE:**

12.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order/ LOA, purchaser reserves the right to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

12.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

12.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 14 days) subject to extending performance security by the supplier accordingly.

12.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and the Performance securities shall be forfeited.

**13. LIQUIDATED DAMAGES**

13.1 The date of delivery of goods and services stipulated in the acceptance of the

tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 13.2 below.

13.2 Should the vendor fails to deliver within the period prescribed for delivery, the purchaser shall be entitled to recover 0.2 % of the value of the delivery delayed for each day of delay or part thereof for a period up to 10 (TEN) days and thereafter at the rate of 0.5% of the value of the delivery delayed for each day of delay or part thereof for another six days of delay. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

#### **14. FORCE MAJEURE**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, terrorist activities, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

#### **15. TERMINATION FOR DEFAULT AND INSOLVENCY**

15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a) If the supplier fails on any or all of the delivery within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 12;
- b) If the supplier fails to perform any other obligation(s) under the Contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

15.2 In the event the purchaser terminates the contract in part pursuant to Para 15.1

the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

15.3 If the Successful Bidder fails to provide the quality services as envisaged under this Contract, AUTHORITY may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. AUTHORITY may decide to give one chance to the Successful Bidder to improve the quality of the services.

15.4 If AUTHORITY, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

15.5 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **16. Payment upon Termination**

Upon termination of this Contract pursuant to GCC Clauses 15, the AUTHORITY shall make the following payments to the Successful Bidder:

a) If the Contract is terminated pursuant to GCC Clause 15, the AUTHORITY may consider making a payment for the part satisfactorily performed on the basis of quantum meruit as assessed by it, if such part is of economic utility to the AUTHORITY. The AUTHORITY may also impose liquidated damages as per the terms of this RFP. The Successful Bidder will be required to pay any such liquidated damages to AUTHORITY within 30 (thirty) days of termination date.

## **17. ARBITRATION**

17.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chairman, MSCL or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to his own duties or otherwise than the functions of the Chairman, MSCL or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, MSCL, or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chairman, MSCL, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is MSCL Employee

or that he has to deal with the matter to which the agreement relates or that in the course of his duties as MSCL Employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, MSCL or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

17.3 The venue of the arbitration proceeding shall be the Office of the Chairman, MSCL, Moradabad or such other Places as the arbitrator may decide.

If the supplier is dissatisfied with the arbitration proceeding or the Chairman, MSCL decides then then the following procedure for arbitration will be followed

(a) In case of Dispute or difference arising between the Employer and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Supplier and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the State Government.

(b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the State Government.

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the State Government shall appoint the arbitrator. A certified copy of the order of the State Government, making such an appointment shall be furnished to each of the parties.



(d) Arbitration proceedings shall be held in Moradabad, Uttar Pradesh, India, and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in Hindi/English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the supplier by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

## **18. SET OFF**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or MSCL or any other person(s) contracting through the MSCL and set off the same against any claim of the Purchaser or MSCL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or MSCL or such other person(s) contracting through the MSCL

## **19. PRODUCT DETAILS**

The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

## **20. Confidential Information**

a) AUTHORITY and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Successful Bidder shall not use the documents, data, and other information received from AUTHORITY for any purpose other than the services required for the performance of the Contract.

## **21. Change in Laws and Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted,

promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

## 22. Risk Purchase

In case the Successful Bidder fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the CEO, MORADABAD SMART CITY LIMITED reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Successful Bidder.

## 23. Compensation for delay

The successful bidder shall build the Solar Roof top at one location. Only after soliciting approval from MSCL should the successful bidder begin the process for building the remaining Solar Roof Tops at other locations.

The time allowed for carrying out the work as entered in the proposal, shall be strictly observed by the Contractor. If the Contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Performance Security Deposit. Besides, appropriate action may be taken by the Engineer-in- Charge/Competent authority to debar him from taking part in future proposals for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. The Bidder shall complete the project design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 6 months from the date of issue of allocation letter.

If the bidder fails to commission the allocated work within 6 months from date of issue of allocation letter, Penalty on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months allocated work will get cancelled and the PBG amount pro-rata to noncommissioned capacity would be forfeited.

Example: If a project of is delayed by 36 days then the Penalty will be levied as given below.

$$\text{PENALTY} = [\{\text{Performance Security}(X)\}/180 \text{ days}] * \text{delayed days} = (X / 180) * 36$$

## 24. Extension of time

If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-Charge within 5 working days for each location of the date of the hindrance, on account of which he desires such extension as aforesaid, and the Authority Competent to grant extension under the rules / delegations of power or other duly authorized Engineer shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore, authorize such extension

of time, if any, as may, in his opinion, be necessary or proper, if the period of completion of contract expires before the expiry of the period of 5 days provided in this clause, the application for extension shall be made before the expiry of the period stipulated for completion of the contract.

## **25. Definition of Engineer-in-charge**

The term "Engineer-in-charge" means the designated person of MSCL who shall supervise and be in charge of the work on behalf of MSCL

## **26. Contractor to adhere to labour laws/regulation**

26.1. The Contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, here-in-after called the said Act. If such compensation is paid by the State as Principal employer under Sub Section (1) of section 12 of the said Act, on behalf of the Contractor it shall be recoverable by the State from the Contractor under Sub Section (2) of the said section.

26.2. Registration under Tax, Labour Laws, Electrical Laws, etc.

26.3. The Applicant should have a registered number of:

- i. GST;
- ii. Income Tax PAN;
- iii. The ESI & EPF registration as per Labour Laws;
- iv. Registration of other Labour Licenses, as applicable

## **27. Cost of Water connection, execution of work**

The cost of all water connections, necessary for the execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection with the execution of work, shall be paid by the Contractor on commercial rates, except where otherwise specifically indicated.

## **28. Fair Wage Clause**

(a) The Contractor shall pay not less than fair wages/minimum wages to labourers engaged by him on the work as revised from time to time by Authority, but Authority shall not be liable to pay anything extra for it .

Explanation: "Fair Wage" means minimum wages for time or piece work, fixed or revised, , under Minimum Wages Act, 1948 (Amended in 2015).

(b) The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-Contractor in connection with the said work as if the labourers have been immediately or directly employed by him.

(c) In respect of all labourers immediately or directly employed on the work, for the purpose of the Contractor part of this agreement, the Contractor shall comply with or cause to be complied Authorities' Contract's Labour Regulations made, or that may be made by Authority, from time to time, in regard to payment of wages, wages period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication or scale of wages and other

terms of employment, inspection and submission of periodical returns and other matters of a like nature.

(d) The Engineer-in-charge shall have right to deduct from the security money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfilment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non-observance of the aforesaid regulations.

(e) MSCL, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-Contractor.

(f) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the Contract.

### **29. Safety code**

The Contractor shall follow the safety code (s) of Authority and as specified in special conditions of contract.

### **30. Retired Gazetted Officers barred for 2 years**

No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in MSCL or Government of Uttar Pradesh, is allowed to work as a Contractor for a period of 2 years of his retirement from Government service without the previous permission of MSCL /Government of Uttar Pradesh. This contract is liable to be cancelled, if either the Contractor or any of his employee is found, at any time, to be such a person, who had not obtained the requisite permission, as aforesaid, before submission of the proposal or engagement in the Contractor's service, as the case may be.

### **31. Quality Control**

Authority shall have the right to exercise proper Quality Control measures. The Contractor shall provide all assistance to conduct such tests.

### **32. Operation & Maintenance**

a) The Contractor shall operate and maintain the Solar Roof Tops in accordance with the RFP.

b) The Contractor shall, during the Operations Period:

i. Have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project Facilities, to deal with the personnel deployed by MSCL for monitoring proper operations and maintenance of the Project, consistent with requirements of the RFP, and to be responsible for all necessary exchange of information required pursuant to this Agreement;

ii. Provide MSCL access to their application software/platform for ensuring the real time monitoring of Solar Roof Tops.

c) In the event, the Contractor has failed to operate and maintain the Solar Roof Tops in accordance with the RFP, and such failure has not been remedied despite a notice to that effect issued by the MSCL ("Notice to Remedy"), MSCL may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the Solar Roof Tops at the risk and cost of the Contractor. The Contractor shall reimburse one and half times the costs incurred by MSCL on account of such repair and maintenance within 7 days of receipt of MSCL's claim therefor.

d) The Contractor shall be deemed to be in material breach of requirements of the RFP, if MSCL, acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Contractor,

- i. The maintenance of the Solar Roof Tops or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the RFP;
- ii. There has been a serious or persistent breach in adhering to the requirements of the RFP and thereby the Solar Roof Tops or any part thereof is not safe for operations;

e) Upon occurrence of a Material Breach of requirements of the RFP, MSCL shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, be entitled to terminate this Agreement

### **33. Other Conditions**

- **Planning, Designing and Execution of the Works**

The Contractor shall carry out, and be responsible for the design of the Works, including any site surveys, subsoil investigations, materials testing, and all other things necessary for proper planning and design.

With 10 days from Award of work, the Contractor shall start submitting drawings, construction documents etc. for review and approval by Employer's Representative. The Contractor will be fully responsible for ensuring that its designs, drawings, and construction documents satisfy all requirements for constructing Works that are complete and fully functional in all respects

The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as built locations, sizes and details of the works as executed. These records shall be kept on the Site and Two sets of such records shall be submitted to the Employer.

In addition, the Contractor shall supply to the Employer's Representative as built drawings of the Works, showing all Works as executed.

Contractor shall be responsible for Preparing Baseline Programme, upon acceptance of the Programme by MSCL, the Contractor should adhere to it strictly. The contractor shall ensure that preparation, updating and revision of programme of works are carried out by experienced and qualified personnel.

- **Electric Power Supply**

The Contractor shall make all the necessary arrangement for procurement of electric power required for the work. The Contractor shall submit his requirement of Electric Power Supply for carrying out permanent works, operating plants and equipment, labourers camp and field offices etc., as a part of his work plan. If necessary the employer will issue the necessary certificates, letters of recommendation etc., to the

Contractor for obtaining the power supply. However, the employer shall accept no responsibility for any delays in obtaining the power connections. In addition, the Contractor shall maintain standby diesel generators of adequate capacity. Non-availability of electric power will not be considered a reason for delay in progress.

- **Water Supply for Construction, Labour Camps, Offices etc.**

The Contractor shall make all necessary arrangements for the procurement of water required for construction and labour. The employer shall issue on request from contractor, the necessary certificates, letters of recommendation etc., for obtaining the necessary permissions. The employer shall assume no responsibility for delay in progress due to delay in obtaining the permissions. The Contractor may drill bore wells as a source of construction water.

- **Telephone lines/ Wireless Communication Facilities**

These will be arranged by Contractor at his own cost. The employer shall give the necessary certificates and letters of recommendation

- **Land for Temporary Use**

Land for labour camps, storage yards temporary site sheds shall be arranged by the contractor at the site or nearby plot with the consent of MSCL at his own cost.

- **Contractor's Materials, Labour etc.**

The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Notes, and Specifications taken together, whether the same is or is not particularly shown or described therein; provided the same can be reasonably enforced there from. If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to MSCL's Representative. The decision of the MSCL's Representative shall be final and binding on the Contractor. Figured dimensions shall be followed and the drawings shall not be scaled from.

- **Materials:**

1. Steel, cement and other materials necessary for execution of this shall not be supplied by MSCL and same shall be procured by the contractor at his own cost. Procurement of and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers only. The contractor shall submit statement of sources for procurement of materials.
2. Procurement of all constructional materials as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers/ suppliers. The royalty receipts, challans etc. shall have to be submitted to the contractor from time to time to MSCL.
3. The contractor will have to make his own arrangement for plants, equipment, machineries to be used in the execution of this work well in time after award of the contract.
4. The approved makes for various materials to be used in the project shall be as per the table given in tender.

- **Night Work & Work on Sunday and Holiday & Between Sunset and**

## **Sunrise**

No work shall be carried out on Sundays and MSCL Holidays and no work shall be carried out before and after office hours except with special permission of MSCL's Officer-in-charge in writing previously obtained. Withholding such permission shall be no ground of complaint on the part of contractor for cause for compensation of them. Working period shall be maximum eight (8) hours per day. Permission to work beyond 8 hours and to work on Sundays and Holidays will be entirely at the discretion of the Officer-in-Charge and cannot be claimed by the contractor as a matter of right and the refusal to grant such permission will not be set up as a ground for not completing the work within the contract period. Further to above condition, when Engineer in charge feels necessary to give permission to contractor to carry out the work on Sundays, Holidays and more than 8 Hours, extra supervision charges arising due to overtime working of MSCL's staff, shall be borne by the contractor at prevailing rates from time to time.

Such extra supervision charges shall be deducted by MSCL at its discretion from running bills of contract.

## **NIGHT WORK:**

Subject to any provisions to the contrary contained in the contract, no work shall be carried out after office hours without the prior permission of the Officer-in-Charge except when the work is unavoidable or absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Officer-in-Charge or his representative, provided always that the provision of this clause shall not be applicable in case of work which is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention to work at night to the Officer-in-charge after making all requisite arrangements and management of the areas, materials and equipment, required under any emergency etc. The contractor can carry on working after the office hours if so required, subject to provide undertaking in writing, for expediting the works or for any other reasons of technical safety. Adequate lighting and other measures should be taken by the contractor for proper supervision and execution of such works. The contractor shall however will not be entitled for any extra payments for night work. The responsibility of all kind shall be of the contractor.

- **Precautions to avoid any nuisance to the surrounding and neighborhood**

All the necessary precautions to be taken during the development of the project (either during day or night), to avoid any nuisance or any harm causing to the neighborhood/surrounding areas of the proposed construction site.

No complaint should arise from the neighborhood/ society dwellers, during the development work by contractor or any of the persons directly or indirectly related to the site work.

In case of any such conditions the contractor shall be fully responsible for the settlement.

- **Enabling Works**

The Contractor shall supply, fix and maintain at his own cost during the execution of works, all the necessary centering, and scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well

as the necessary equipment for protection of public and safety of any adjacent roads and railway lines. The Contractor shall remove any or all such centering, scaffolding, staging planking and equipment when ordered to do so by the Officer-in-charge or its representative

Representative and make good all matters and things disturbed during the execution of works to the satisfaction of the Officer-in-charge or its representative.

- **Temporary Diversions, Maintenance of same and traffic management**

It will be the responsibility of the contractor.

- **Environmental Safeguard**

The Contractor shall take action of following points and note the stipulations as under environmental safeguards as stipulated by the Ministry of Environment and Forests.

- a) Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.
- b) Borrow pits and other scars created during the road construction shall be properly leveled and treated.
- c) Adequate provision for infrastructures facilities, i.e. water supply, fuel, sanitation, etc. shall be ensured for labourers during construction period in order to avoid damage to the environment
- d) No excavation from or dumping of waste materials into any water body / wetlands shall be done.
- e) Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:
  - No excavation or dumping on private property is carried out without written consent of the owner.
  - No excavation or dumping shall be allowed or wetlands, forests areas or other ecologically valuable or sensitive locations.
  - The excavation work shall be done without consultation with soil conservation and watershed development agencies working in the area
  - Construction spoil/soil including bituminous material and other hazardous material must not be allowed to contaminate water course and the dump sites for such materials must be identified well in advance before construction and lined properly so that they do not leach into the ground water.
- f) Any approvals required for the same shall be arranged by the contractor.

- **SITE OFFICE**

Contractor shall provide and maintain a furnished site office for the supervisory staff of the PMC/TPI/Consultants. It shall have at least 25.00 to 50.00 Sqm floor area, Air-conditioned site office, with approved flooring and shall include electrical lights, fans, computer point including proper wiring, water supply, drainage, toilets, tables, chairs, cupboards, and shall be constructed at location directed by the Officer and shall be maintained for a period upto 6 months /as directed by Officer-In-Charge, beyond date of completion as certified by MSCL. The site office with all services, furniture, fixtures shall be property of the contractor. Land for site office, field laboratory etc. is not available with MSCL and could not be provided by employer. All Electric & Telephone/ Mobile bills will



be paid by the contractor for entire period of contract and up to 6 month beyond completion of works and both the Electric & Telephone connections will be obtained by him.

- **Shifting of Utilities**

- a) Contractor is required to liaison with concerned department for identifying exact location of the utility services. Any damages by the contractor while carrying outwork to the utilities shall be repaired at his own cost.
- b) Deposits / Supervision charges levied by Govt. dept. contractor for the purpose of shifting of utilities shall be reimbursable after due assessment, verification and scrutiny except for street light poles, set of signal poles, road signs/sign boards & consumer connection for water (Domestic/ Commercial)

- **Removal/ Diversion of Utility Services**

If the over ground / underground utility services like electric poles, telephone poles, water supply pipe lines, sewer lines, oil pipe lines, cables, gas ducts etc. owned by various authorities including Public Undertakings and local authorities shall be diverted by the Contractor is included in the cost quoted by the contractor and will not be paid extra. In case in the opinion of the Officer it is not possible to divert the utilities, the Contractor shall make necessary modifications in the structure at no extra cost to the client.

- **Utility Services**

The Bidder shall coordinate with Utility Providers for proper Shifting/ Relocating of the Utilities. The work shall be carried as per approval of Utility Provider. All the Charges required for Shifting / relocating of Utilities shall be included in the Quoted Rate and the Contractor shall not be paid extra for the same.

- **LABOUR EMPLOYMENT**

The Contractor shall furnish to the Officer-in-Charge every week during the progress of the works classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labors shall be given in the prescribed form. The contractor shall have to obtain labor license from concerned Government department and shall have to submit to Employer.

The contractor shall strictly observe all the requirements laid down in the contract labour (Regulation and Abolition) Act,1979 and other acts amended from time to time.

- **Treasure Trove**

In the event of the discovery by the Contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other

articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall be deemed to be the absolute property of client.

The contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof and before removal, acquaint the Officer-In-Charge/ MSCL of such discovery and carry out his orders as to the disposal of the same which will be at the contractor's expense.

- **Additional Conditions**

- (a) Any damage caused to either private or public property, services, Structures etc. shall be made good by the Contractor without any extra cost to the employer
- (b) Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents takes place
- (c) Contractor shall submit Quality Assurance plan based on ISO 9000 series document to form the basis evolving the quality system, applicable for all quality related activities.
- (d) No excavated material shall allowed to be stacked on roadside/ footpaths/ public premises without written permission from competent authority.
- (e) Whenever new drains are constructed, the flow in the old drain will have to be suitably diverted to maintain the continuity of flow.

## **SECTION - VI**

### **SPECIAL CONDITIONS OF CONTRACT**

The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section IV and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section IV.

#### **1. DEFINITIONS**

- i. "MSCL" means the Moradabad Smart City Limited.
- ii. "Materials" means things of all kinds (other than equipment) intended to form or forming part of the permanent works, including the supply of materials to be supplied by the Contractor under the contract.
- iii. "Equipment" means the apparatus, machinery, articles and things of all kinds to be provided under the contract or intended to form or forming part of the permanent works.
- iv. "Contractors documents" means the calculations, drawings, manuals, models, other software, drawings, manuals, models and other documents of the technical nature supplied by the Contractor under the contract.
- v. "Specifications" means the specification according to which the works are to be executed as referred to in the agreement documents and any other specifications agreed thereon.
- vi. "Plant(s)" means Solar Roof Tops wherever referred
- vii. "Authorized Representative" refers to Representative Appointed by MSCL
- viii. "Contract rate(s)" means the item rate quoted in the proposal/or for which acceptance is given later by the Applicant.
- ix. "Scope of Work" means the number of Solar Roof Tops to be installed & their operations and maintenance for 5 years. However the general principals given in the scope of work in Annexure 1 Section 4 and the specifications shall be applicable for all work orders given.
- x. "Contract Period" Means the duration from Commencement Date upto satisfactory Completion of Operation and Maintenance Period.

#### **2. COMMUNICATION BETWEEN MSCL AND THE CONTRACTOR**

##### **2.1. Addresses for notices**

Notices with legal and contractual issues shall be addressed to the CEO,  
Moradabad Smart City Limited, Pili Kothi, Moradabad

All certificates, notices given by the Contractor under terms of the contract shall be sent by post, courier, email, or fax to or left at the office of the CEO, Moradabad Smart City Limited, Pili Kothi, Moradabad only.

All certificates, notices or instructions to be given to the Contractor by the Authority under the terms of the contract shall be sent by post, courier, email, or fax to or left at the Contractors principal address or the addresses as the Contractor shall indicate for this purpose only. It shall be essential for the Contractor to obtain a receipt of authorized officer otherwise the notice shall be treated as "null and void".

### **3. CONTRACT**

#### 3.1. Priority of contract

The documents forming part of the agreement are to be taken as mutually explanatory documents of one another.

In case there is a contradiction between the sections, the below hierarchy of sections in order of precedence:

1. The Contract Agreement (including addenda, clarification, when signed by all parties concerned)
2. The Letter of Acceptance/ Purchase or Work Order
3. Section VI: Special Conditions of Contract
4. Section V: General Conditions of Contract
5. Annexure 1, Section IV: Works Requirement / Technical Specification
6. The Bid (accepted Price Proposal)
7. Bid Drawings
8. Completed Technical Schedules
9. Bidder's Technical Proposal other than Completed Technical Schedules
10. Any other documents issued by the Employer before signing the Contract Agreement and forming the part of the Contract

#### 3.2. Agreement

Successful Bidder shall to execute an agreement in the prescribed form on non-judicial stamp paper of Rs. 100 or as revised by MSCL on the date of agreement, with the any other officer authorized by MSCL within a period of 10 days of the date of issue of letter of acceptance/ work order. The expenses of completing and stamping the agreement shall be paid by Contractor. The successful shall submit following documents with proposal/agreement.

- (i) All pages of the letter of acceptance copy including amendment and terms & conditions of the NIT duly signed.
- (ii) Notarized copy of Article of Associations and Memorandum
- (iii) Notarized copy of power of attorney to authorized signatory to execute agreement and copy of resolution of directors of board (in case of company).
- (iv) Copy of valid G.S.T. clearance certificate attested by notary public valid at the time of opening of first envelope (if not provided with proposal).
- (v) Copies of list of fixed assets and balance sheet duly notarized (if not provided with proposal) for the latest preceding financial year for which returns have been submitted.

### **4. MONTHLY REPORTS AND MEETINGS**

#### 4.1. Monthly reports

Monthly progress reports shall be prepared by the Contractor and submitted to the MSCL. The first report shall cover the period up to the end of the first calendar month following the commencement date. Reports shall be submitted monthly thereafter, each within two working days after the last day of the month to which it related.

Reporting shall continue during both construction and operation period. Each report shall include the following but shall not be limited to:

- A. Installation Reports for the work done in last month;
- B. Proposed locations where the installations are proposed in next month;
- C. Photographs of typical installation in field;
- D. Inspections, tests reports;
- E. Copies of quality assurance documents, test results

F. Comparisons of actual and planned progress, with the details of any events or circumstances which may jeopardize the completion in accordance with the contract, and the measures being (or to be) adopted to overcome delays.

The reporting format shall be developed by the Contractor in consultation with the Engineer-in-charge (and consultants appointed if any) within 10 days of commencement. In consultation with Authority, the report format may evolve as required during the course of execution.

#### 4.2. Meetings

Meetings shall be held in the office of Engineer-in-Charge or at other places as mutually fixed in advance. The proposed agenda for the meetings shall be exchanged at least two days in advance. It is required that a decision-maker of the Contractor is present at the meetings so that binding decisions can be taken about outstanding issues. Generally, the following issues shall be discussed.

I. Progress of the work, difficulties

II. Revision of time schedule

III. Payment issues

IV. Disputes

V. Claims

### **5. Contractor's general obligations**

The Contractor shall be responsible to designing, constructing / installing, operating and maintaining of Solar Roof Tops at Public Places with appropriate arrangements as per the scope of work given in Annexure 1 Section 4 of the proposal.

The Contractor shall build the Solar Roof Tops at one location. Only after soliciting approval from MSCL should the successful bidder begin the process for building the remaining Solar Roof Tops at other locations.

After the successful commissioning at all locations of the Solar Roof Tops, the Contractor is required to take-up the O&M of the Solar Roof Tops as per the scope of work given in Tender document or during the extended period. The work includes monitoring, testing, repairs or replacement, reporting and other activities as detailed in scope of work and as written in the proposal document.

The Contractor is also required to maintain the record of performance and activities for the installed Solar Roof Tops both in paper and electronic formats and provide them to MSCL on paper as well as approved electronic media.

The O&M period for a Solar Roof Top shall start from the date of successful installation of Solar Roof Tops at all locations and shall continue for Five years and for any extended period, as defined in RFP.

The Solar Roof Tops are proposed to be installed as per the list given in this RFP. The final location of installation within the ward/habitation shall be given by the Engineer in-charge or his authorized representative, during the contract.

#### 5.2. Contractor's Representative

The Contractor shall appoint the Contractor's representative in consultation with the MSCL and shall give them all authority necessary to act on the Contractor's behalf under the contract. He shall similarly submit the name and particulars of other persons appointed for the work. The Contractor shall not, without the prior consent of the MSCL, revoke the appointment of the Contractor's representative or appoint a replacement. The Contractor's representative shall, on behalf of the Contractor, receive instructions. The Contractor's representative may delegate any powers, functions, and authority to any person, and may at any time revoke the delegation. Any delegation or revocation shall not to take effect until the MSCL has received prior

notice signed by the Contractor's representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

### 5.3. Setting out

The Contractor shall set up the Solar Roof Tops in relation to original points, lines and levels of reference specified in the RFP or as provided by MSCL.

### 5.4. The Safety Procedures

The Contractor shall:

- i. Comply with all applicable safety regulations,
- ii. Take care for the safety of all person's entitled to be on the site,
- iii. Choose reasonable efforts to keep the site and work clear of unnecessary obstruction so as to avoid danger to these persons,
- iv. Provide any temporary works (including road ways, foot ways, guards and fences) which may be necessary, because of the execution of works, for the use and protection of the public and of owners and occupy a server adjacent land.

### 5.5. Quality Assurance

In addition to the provisions of agreement of general conditions of contract, the Contractor shall institute a quality assurance system to demonstrate compliance with requirements of the RFP. The system shall be in accordance with the details stated in the contract and the quality assurance program will be got approved from the competent authority. MSCL shall be entitled to audit any aspect of the system. Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the contract.

### 5.6. Un-Foreseeable Difficulties

- (a) The Contractor shall be deemed to have obtained all necessary information as to risk, contingencies and other circumstances that may influence or affect the works;
- (b) By signing the contract, the Contractor accepts the total responsibility for having sustained all difficulties and costs of successfully completing the work
- (c) The contract rates shall not be adjusted to take account of any unforeseen difficulties or costs.

### 5.7. Rights of Way and Facilities

The Contractor shall bear all costs and charges for special and/or temporary rights of way, which he may require, including those for access to the site. The Contractor shall also obtain, at risk and costs, any additional facilities outside the side which he may require further purposes of the works.

### 5.8. Avoidance of Interference

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) In the access to and use and occupation of all roads and other land, irrespective of whether they are public or in the possessor, of the MSCL or others. The Contractor shall indemnify and hold the MSCL free against any form of damages, losses and expenses (including legal fees and expenses) resulting from any omission or commission of Contractor during the period of the contract.

### 5.9. Security of the Site

Unless otherwise stated in particular conditions:

- (a) The Contractor shall be responsible for keeping unauthorized persons off the site offices, campus etc. within the scope of work and
- (b) Authorized person's shall be limited to the Contractor personnel and the MSCL's personnel; and to any other personnel notified to the Contractor, by (or on behalf of) the MSCL

#### 5.10. Contractor's operations On-Site

The Contractor shall confine his operations to the site, and to any additional areas which may be obtained by the Contractor and agreed by the MSCL as working areas. The Contractor shall take all necessary precautions to keep Contractor's equipment and Contractor personnel within the site and these additional areas, and to keep them off adjacent land. The Contractor shall keep the site free from all unnecessary obstruction, and shall store or dispose of any Contractor's equipment or surplus materials. The Contractor shall clear away and remove from the site any wreckage, rubbish and temporary works which are no the longer required.

### **6. REFUND OF SECURITY DEPOSIT**

The security deposit submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in the Bid Document

### **7. OPERATION AND MAINTENANCE MANUALS**

Prior to the commencement of the tests on completion, the Contractor shall supply to the MSCL provisional operation & maintenance manuals in sufficient detail as specified in Annexure 1 Section 4 of the RFP. The work shall not be considered to be completed for the purposes of completion of works until the MSCL has received final operation & maintenance manuals in such detail.

### **8. FORFEITURE OF PERFORMANCE SECURITY**

Security amount in full or part may be forfeited in the following cases:-

- a) When any terms and conditions of the contract is breached.
- b) When the Applicant fails to make complete work/ O&M satisfactorily.

### **9. CHANGE IN CONSITUTION OF FIRM**

(a) Any change in the constitution of the firm/company etc. shall be notified forthwith by the firm in writing to the MSCL within a period of 30 days from the date of its occurrence & such changes shall not relive any new member or the member of the firm at the time of proposal from any liability under the contract.

(b) No new partner/partners shall be accepted in the firm/company by the Applicant in respect of the contract unless he/they agree(s) to abide by all its terms and conditions and deposit with the MSCL on a written agreement to this effect. The firm's receipt of acknowledgement or that of any partner(s) subsequently accepted as above shall bind all of them and will be sufficient to discharge any liability under this contract

### **10. REPUDIATION OF CONTRACT**

The contract for the installation & O&M of Solar Roof Tops can be repudiated at any time by the MSCL after giving an opportunity to the Contractor of being heard, if the

work is not completed or maintained to its satisfaction. The reasons for repudiation shall be recorded by the MSCL.

## **11. LEGAL PROCEEDINGS**

All Legal proceedings, if necessary arises to institute may by any of the parties (Government or Contractor) shall have to be lodged in Court situated in Moradabad and not elsewhere.

## **12. FAILURE OR BREACH OF CONTRACT**

In case of breach of the contract, full/part of Performance guarantee can be forfeited and the action against defaulting firms may be taken like Black listing, suspension of business, banning of business etc. along with termination of the contract by MSCL, without any compensation to the Contractor.

## **13. OPERATIONS**

16.1. Variability of output

The MSCL shall not consider any variation in the output quality except for the conditions during Natural Calamity.

## **14. TERMINATION**

14.1. Contractor's default

- a) The MSCL shall be entitled to terminate this Contract for the following reasons attributable to the Bidder, unless arising as a result of a Force Majeure Event,
- b) Non-performance of material obligations or failure to perform material obligations under this Contract.
- c) Not providing timely repairs resulting in non-functioning Solar Roof Tops
- d) Not providing the required lab & testing facilities or if it is established that the intentional false reporting is done by the Contractor
- e) Repeated non-performance even after giving notices.

14.2. Consequences of termination by MSCL

If the MSCL, with reasonable grounds, terminates the contract under Clause 14.1 above, the Performance Security Deposit, and any other sums of the Contractor with the MSCL, shall be forfeited and action shall be taken against him as per General Conditions of Contract, if deemed appropriate.

## **15. INDEMNIFICATION**

The Contractor to indemnify the MSCL against the following:

- (a) The Contractor shall at its own expense make good any physical loss or damage to the units occasioned by it in the course of the performance of its obligations under this Contract if and to the extent such loss or damage is caused by the willful misconduct or failure to follow Good Engineering Practices of the Contractor,
- (b) The Contractor shall indemnify, defend and hold harmless the MSCL and its officers, employees, agents and affiliates against any and all claims of loss, damage and expense of whatever kind and nature, including all related costs and expenses incurred in connection therewith, in respect of personal injury to or death of third



parties and in respect of loss of or damage to any third party to the extent that the same arises out of:

- (ii) Any breach by the Contractor of its obligations here under,
- (iii) Any negligent act or omission on the part of the Contractor, its subcontractors or their respective agents or employees, and
- (iv) Any willful misconduct or breach of statutory duty on the part of the Bidder, its subcontractors or their respective agents and employees.
- (v) Any other event where such indemnification has been expressly mentioned in this Conditions of Contract for Operation and Maintenance.

## **16. OTHER IMPORTANT CONDITIONS**

1. In case where bid security is not submitted in the manner prescribed THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.
2. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
3. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
4. Any clarification issued by MSCL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
5. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply, installation, testing and commissioning shall be completed within the delivery time from the date of placement of purchase order.
6. The Performance Guarantee would be returned after satisfactory execution of the contract and effective recoveries, if any for defective goods etc.
7. Since the quantity given are approximate, may likely to vary. MSCL reserves the right to vary the quantity mentioned by 25%.
8. Payment will be done on the actual quantity of the supplies, Installation, testing and commissioning made at the prices approved by the purchaser.
9. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to MSCL.
10. MSCL reserves the right to:-
  - a) Accept or reject any of the bid and annul the bidding process without assigning any reason what so ever at any time prior to the award of contract,
  - b) Blacklist a bidder for a suitable period in case he fails to honor the terms of this bid without sufficient grounds.
11. The agreement shall be in force for a period of 6 months initially, which may be extendable by a further period of upto twelve months on the same rates, terms and conditions by giving one week's notice in writing to the vendor, if decided upon to do so by MSCL.
12. The bid security/ deposit of the bidder would be forfeited, in case he refuses to honor the / LOA issued by the MSCL for supply of the materials and deposit performance security within the period specified in the tender/ LOA/ letter of intent.
13. Selected bidder has to execute an agreement in the prescribed Performa (Contract Form)-Annexure-V- in a non-judicial bond paper of value not less than Rs.100/- (Hundred Only) for the regular supply of the materials in annexure-I, periodically, as per the indent of the MSCL and also sign integrity pact in Annexure-IX.
14. The Successful Bidder should comply with all applicable laws and rules of

Government of India/ Government of Uttar Pradesh/Municipal Corporation  
Moradabad/ Moradabad Smart City Limited.

15. The support executive(s)/ supervisor(s)/ staffs deployed by the Successful Bidder shall not have right to demand for any type of permanent employment with AUTHORITY or its allied Offices.
16. CEO, MORADABAD SMART CITY LIMITED reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.