

	<b>MADHYA GUJARAT VIJ COMPANY LTD.</b> Corporate Office : Sardar Patel Vidyut Bhavan, 5 <sup>th</sup> Floor, Race Course, Vadodara - 390 007 Phone No. 0265 - 2350783 / 2310583-86/2350783(D) Fax No.: 0265 - 2337918/2338164 e-mail :acepro.mgvcl@gebmail.com CIN No. U40102GJ2003SGC042907	
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**RFP NO.: MGVC/DSM/EOV/SRT/2021-22/2137**

Additional Chief Engineer (Proc.) invites “Empanelment of Vendors (EOV) for Design, supply, erection, testing and commissioning including warranty, Comprehensive operation & maintenance of Grid-Connected Rooftop Solar Plant of various capacities under the Phase-II of Grid Connected Rooftop Solar Scheme of MNRE /SURYA Gujarat Scheme in the State Gujarat during the Year (2021-22) for Residential Consumers in Urban Area. Tender Papers & Specifications etc. may be down loaded from Web site [https:// mgvcl.nprocure.com](https://mgvcl.nprocure.com) (for view, down load and on line submission) and GUVNL / MGVCL web sites [www.gseb.com](http://www.gseb.com) & [www.mgvcl.com](http://www.mgvcl.com) (for view & down load only).

The documents, as mentioned in Schedule-A (given here under), should be submitted in physical form in seal cover under title of “Offline Documents for RFP - Empanelment of vendors for Implementation of Grid connected Roof Top Solar PV System for CAPEX for General/Open Category (Please mention clearly) PART - ..... & ..... kWp capacity”, by Registered Post A.D. or Speed Post only, addressed to ADDITIONAL CHIEF ENGINEER (PROCUREMENT), MADHYA GUJARAT VIJ COMPANY LTD., CORPORATE OFFICE, 5<sup>TH</sup> FLOOR, SARDAR PATEL VIDYUT BHAVAN, RACE COURSE, VADODARA - 390 007. “NO COURIER SERVICE OR HAND DELIVERY” will be allowed.

Sr. No.	Description		
1	RFP No.:	MGVC/DSM/EOV/SRT/2021-22/2137	
2	Bid Item:	Empanelment of Vendors (EOV) for Design, supply, erection, testing and commissioning including warranty, Comprehensive operation & maintenance of Grid-Connected Rooftop Solar Plant of various capacities under the Phase-II of Grid Connected Rooftop Solar Scheme of MNRE /SURYA Gujarat Scheme in the State Gujarat during the Year (2021-22) for Residential Consumers in Urban Area	
3	Processing Fee in Rs. ( non-refundable)	Rs. 15000.0 + Rs.2700.0 (18 % GST) = Rs. 17700.00 (Rs. Seventeen Thousand Seven Hundred Only)	
4	Item wise Earnest Money Deposit amount in Rs.	Part of Bid with capacity Range (in kW)	
		Bid Bond/EMD amount in Rs.	
		Part-A (1 kW)	3.75 Lac
		Part-B (1.01 to 2)	12.0 Lac
		Part-C (2.01 to 3)	35.0 Lac
		Part-D (3.01 to 4)	50.0 Lac

Signature of bidder :	
Date:	
Place:	Company's Round Seal:

	Part-E (4.01 to 5)	35.0 Lac
	Part-F (5.01 to 6)	35.0 Lac
	Part-G (6.01 to 10)	35.0 Lac
	Part-H (10.01 to 25)	11.0 Lac
	Part-I (25.01 to 50)	3.75 Lac
	Part-J (50.01 to 100)	2.50 Lac
	Part-K (100.01 to 500)	2.50 Lac
	<b>TOTAL</b>	<b>225.50 Lac</b>

The EMD amount should be paid either by Demand Draft or Banker's Cheque or through Bank Guarantee.

- Note:**
1. Bank Guarantee of Rs. 50,000/- and above must be signed by Two Bank Official Jointly.
  2. Designation of the officers must be mentioned clearly.
  3. Place and Date of execution must be mentioned.
  4. Official round seal of the bank is mandatory.

5.A	Last Date & time for receipt of query/clarification for Pre-Bid Conference	<p>16.02.2022 (@ 17:00 Hrs)</p> <p>Query / clarification on the SBD if any for pre-offer (pre-bid) meeting to be sent by e-mail only on following email IDs: <a href="mailto:acepro.mgvcl@gebmail.com">acepro.mgvcl@gebmail.com</a>; <a href="mailto:sedsm.mgvcl@gebmail.com">sedsm.mgvcl@gebmail.com</a> on or before 16.02.2022. No query/clarification to be considered which will be received after 16.02.2022.</p>
5.B	Pre-Bid Conference/ clarification meeting	<p>19.02.2022 (@ 14:30 Hrs)</p> <p>Venue: Place of Pre-bid meeting will be announced on Website (The Agency who wants to attend the pre offer meeting is requested to intimate us at least one day in advance prior to the date of the pre-offer meeting through e-mail only)</p>
6	Last date & Time of Online (e-tender) submission of offer (This is mandatory )	<p>02.03.2022 (up to 16.00 hrs)</p>
7	Last Date & Time of physical submission of documents by RPAD or SPEED POST only	<p>05.03.2022 (up to 16.00 hrs.)</p>
8	Date of opening of "Techno-commercial bids" in on - line mode	<p>07.03.2022 (at 11.00 hrs.)</p>
9	Tentative Date of opening of Price bid in online mode / e-tender (if possible)	<p>14.03.2022 (at 11.00 hrs.)</p>
10	Validity of Bid	<p>Minimum 06 months from the date of techno-commercial bid opening date</p>

Signature of bidder :

Date:

Place:

Company's Round Seal:

11	Validity of Price	12 months after the date of issuance of Letter of Allocation (LoA)/ Work Order or 24 months from date of Sanction [i.e.19.1.2022], whichever is earlier
12	Bid Process	Two Part (Techno-Commercial Bid & Price Bid) on <a href="https://mgvcl.nprocure.com">https:// mgvcl.nprocure.com</a>

- Every bidder has to inform their GSTIN No. at the time of payment of applicable fees.

**AS PER THE NOTICE OF THE INVITATION OF TENDER (NEWS PAPER ADVERTISEMENT), THE TENDER IS INVITED BY E-TENDERING (ON- LINE ) MODE, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY AND ANY DEVIATION WILL BE FOUND IN THAT CASE, THE TENDERS / OFFER WILL BE OUTRIGHTLY REJECTED AND NO ANY FURTHER COMMUNICATION IN THE MATTER WILL BE ENTERTAINED.**

[A] All the relevant documents as mentioned in Schedule-A of tender (here under) are required to be submitted in physical form in sealed cover on or before due date and time. All such documents, i.e. “Techno Commercial Document”, should be strictly submitted by R.P.A.D./ Speed post only, otherwise the offer will not be considered and no any further communication in the matter will be entertained.

[B] Required documents as mentioned in clause no. 5.2 & 5.3 of Section-I of SBD / as mentioned in Annexure of online tender should be uploaded in technical stage of online bid. In case of non attachment of mandatory document or attachment of wrong document, bid may be rejected at discretion of MGVCL.

[C] Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Standard Bid documents etc.) of bidder, the online submitted Data / Details / Documents will be considered for evaluation.

[D] Bidders are requested to submit price - bid (Schedule - B) in on-line (e-tendering form) only. **This is mandatory.** If price bid is submitted in physical form, same will not be opened / considered and only on-line submitted price bid will be considered for evaluation.

[E] It is mandatory for all the bidders to submit their tender documents by both forms viz. on-line (e-tendering) and physically in schedule time. If tender documents submitted in only any one form, say either by on line or physically, in that case the same tender will not be considered.

[F] If the physical documents of tender will not reach to this office within mentioned date & time, offer will be out rightly rejected even of successful submission of On Line Tender.

**[G] DELAYED AND LATE TENDERS:-**

No tender shall be accepted / opened in any case which are received after due date and time of the receipt of tender irrespective of delayed due to postal service

Signature of bidder :		Company's Round Seal:
Date:	Place:	

or any other reasons and concern company shall not assume any responsibility for late receipt of tender. Any correspondence in this matter will not be entertained.

**Note:-** Prospective bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the <https://mgvcl.nprocure.com>. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. All the information related to this RFP shall be updated in the website.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the **ADDITIONAL CHIEF ENGINEER (PROC.) MADHYA GUJARAT VIJ COMPANY LTD., 5th FLOOR, CORPORATE OFFICE, SARDAR PATEL VIDYUT BHAVAN, RACE COURSE , VADODARA - 390 007.**

MGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

For and on behalf of MGVCL,

Additional Chief Engineer (Proc.)

Tender Documents in (PDF Format) which consists of:

- ☞ Standard Bid Documents covers NIT, Scope of Work, Bid Information sheet, Definitions & Abbreviations
- ☞ Section I to III of SBD (i.e. Introduction, Bid Detail and instruction to the bidders, Conditions of Contract, Evaluation Criteria & CFA Disbursement & Technical Specification)
- ☞ Section IV of SBD (i.e. Price Bid (to be submitted online mode only)
- ☞ Section V of SBD (i.e. Formats for Submitting RFP & Checklist)
- ☞ Section VI of SBD i.e. Annexure A to Y
- ☞ Schedule “A” (Important condition and tender notice) indicating the quantities, Specifications of tender item/s.

To view the PDF file please use “Acrobat Reader” soft ware which can be downloaded from “Adobe “website.

**NOTE:**

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell

(n) Code solutions-A division of GNFC Ltd.,  
403, GNFC Info tower, S.G. Road, Bodakdev  
Ahmedabad - 380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512,516, 517, 525)

Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Email: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

Other Terms & Conditions as per detailed tender document

Signature of bidder :		Company's Round Seal:
Date:	Place:	

**SCHEDULE-- 'A'**
**RFP NO.: MGVCL/DSM/EOV/SRT/2021-22/2137**

Sr. No.	Category	Capacity range(KW)	Total Aggregate Capacity (KW)	Min Capacity (for which the Bidder can submit its Bid) KW	Max Capacity (for which the Bidder can submit its Bid) KW
1	Part-A	1	3888	12	27
2	Part-B	1.01 to 2	15726	50	111
3	Part-C	2.01 to 3	103844	327	730
4	Part-D	3.01 to 4	291188	917	2047
5	Part-E	4.01 to 5	106656	336	750
6	Part-F	5.01 to 6	99188	312	697
7	Part-G	6.01 to 10	61212	193	430
8	Part-H	10.01 to 25	12548	40	88
9	Part-I	25.01 to 50	3914	25	50
10	Part-J	50.01 to 100	836	50	100
11	Part-K	100.01 to 500	1000	100	500
<b>TOTAL</b>			<b>700000</b>	<b>2362</b>	<b>5530</b>

**NOTE: IMPORTANT**

1.	<p>The MGVCL invites bids for empanelment of firms for Design, supply, erection, testing and commissioning including warranty, comprehensive operation &amp; maintenance for a period of 05 years of Grid connected Rooftop solar plants of various capacities in the State of Gujarat under CAPEX model.</p> <p>Bidder can bid for PART-A or PART-B or Part-C or PART-D ..... Or PART-K as per the eligibility criterion of RFP. Bidders can also bid combination of parts under CAPEX Model and for all Eleven (11) parts subject to meeting the eligibility criterion set forth herewith.</p>
2.	<p>The quantity mentioned above is only indicative. The quantity or total capacity may vary depending upon actual requirement at the time of Scheme implementation and consumers' participation which will be based upon number of beneficiaries applied for this Scheme. No Dispute for non-purchase or purchase of very less quantity shall be entertained and MGVCL's decision in this regards, shall be binding to the Bidders. The MGVCL reserve the right to reduce/enhance the total capacity as per their requirement at the time of finalization of the tender.</p>
3.	<p><b><u>SUBMISSION OF BID-PARTS:</u></b>                  The following <b><u>Mandatory</u></b> documents as stated hereunder are required to be submitted in physical form in <b>offline (in Original) and Online Modes</b> during Technical Bid submission in Sealed cover stated as <b><u>"Offline Documents for RFP - Empanelment of vendors for Implementation of Grid connected Roof Top Solar PV System for CAPEX for General/Open Category (Please mention clearly) PART - ..... &amp; ..... kWp capacity."</u></b></p> <ol style="list-style-type: none"> <li>1. Covering letter as per <b>Format-1</b>.</li> <li>2. General Particulars as per <b>Format-2</b>.</li> <li>3. Original copy of the Bid Bond /EMD as per <b>Format -3</b> in the form of a Bank Guarantee/ DD. Check list as per <b>Format-5</b>. However, MSMEs are required to submit a <b>"Bid Security</b></li> </ol>

Signature of bidder :

Date:

Place:

Company's Round Seal:

**Declaration”** Letter on non-judicial stamp of appropriate value.

4. DD/ Bankers cheque for an amount as per bid document, drawn in favour of MGVCL at against payment of tender processing fee.
5. Original Power of Attorney supplemented with Board resolutions (as per **Format-6**)
6. Financial eligibility criterion (as per **Format -7**).
7. Certificate for certificate of relationship of Parent Company or Affiliate with the Bidding Company (as per **Format -8**), if required.
8. Undertaking from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company (as per **Format -9**), if required.
9. Original copy of the Consortium Agreement, if any (as per **Format-10**)
10. Share Holding certificate, if any (as per **Format -11**).
11. Self-Declaration, as per **Annexure-G**
12. Certificate of incorporation and updated Memorandum of Association (MoA).
13. Scanned copy of MSME/DIPP registration certificate under Renewable Energy sector.
14. Declaration on bidder’s Letterhead for None blacklisting from any Government Departments/ Public Sector Units (PSUs) / Distribution Companies etc.
15. PAN & GST Registration, however State GST Registration is mandatory for MSME Bidders.
16. Technical Eligibility Criterion: scanned copy of the Commissioning certificate and Work order/ Contract/ Agreement/ from the Client/ Owner.
17. Financial Eligibility Criterion: scanned copy Balance showing Average Annual Turnover or Net worth.
18. Acceptance of RFP terms and conditions including amendments & clarification on letter head of the bidder.

**Note: The technical bid will not be opened, if the above mandatory documents i.e. (At Sr. No.: 1 to 18) are not submitted in physical form in sealed Cover Documents.**

Over & above following documents to be submitted in **Online Mode only** for each part.

- i. Certificate of incorporation and updated Memorandum of Association (MoA).
- ii. Scanned copy of MSME/DIPP registration certificate under Renewable Energy sector.
- iii. Declaration on bidder’s Letterhead for Non blacklisting from any Government Departments/ Public Sector Units (PSUs) / Distribution Companies etc.
- iv. PAN & GST Registration, however State GST Registration is mandatory for MSME Bidders.
- v. Technical Eligibility Criterion: scanned copy of the Commissioning certificate and Work order/ Contract/ Agreement/ from the Client/ Owner.
- vi. Financial Eligibility Criterion: scanned copy Balance showing Average Annual Turnover or Net worth.
- vii. Acceptance of RFP terms and conditions including amendments & clarification on letter head of the bidder.

**Note: The Bidder should also upload the scanned copies of all original documents along with other requisite form and formats as Bid Annexure during Online Bid-Submission.**

**BID BOND/EMD (To be submitted in original form offline only):**

The Bidder shall furnish Interest free Bid Bond in the form of Bank Guarantee (BG)/ Demand Draft drawn in favour of “MGVCL”, payable at *Vadodara*. The validity of Bid Bond/EMD shall

Signature of bidder :

Date:

Place:

Company’s Round Seal:

be for a period of one year from the Bid Deadline. Bid bond /EMD shall be submitted separately for each part. The Bid Bond/EMD of unsuccessful bidders shall be returned within 30 days from the date of issue of List of Empanelled Vendors. Bid bond(s) of Empanelled Vendor shall be released after the receipt of PBG in the format prescribed by MGVCL and after the receipt of confirmation of their PBG's from their respective banker.

The capacity wise amount of EMD to be paid by the Bidder is shown in schedule-A of tender documents. The bidders have to pay total amount of EMD for the offered category/s, for which they participate in the tender. Bidder should state the breakup of quoted category/s and EMD paid for the same on letter head and submit the same in EMD Cover as shown here under, **without which, their offer is liable for rejection.**

Sr. No.	Category	Capacity Range (in Kw)	Qty. offered	EMD Amount	MSME (Yes or No)
1					
2					
3					
Total Amount of EMD submitted					

You can pay EMD by RTGS/NEFT also. If EMD amount paid by RTGS or NEFT in that case receipt of payment transfer through RTGS/NEFT should be submitted along with EMD cover documents. Details of RTGS/NEFT are shown below.

**-: Performa of R.T.G.S. Details:-**

Sr.No.	Particulars	Requisite Details
1	Name of Bank	State Bank of India
2	Name of Branch	Industrial Finance Branch, Mid Town Building, Jetalpur Road, Baroda
3	Branch Code	01946
4	MICR Code	390002030
5	IFSC Code	SBIN0001946
6	Name of Account	Madhya Gujarat Vij Company Ltd.
7	Account No.	30047792420

Bidders registered with Small Scale Industries/ National Small Scale Industries Corporation / DIPP /MSME registered under Renewable sector and Govt. Deptt/ PSU shall be exempted from the deposition of Bid Bond /EMD in all parts, provided the quoted value of the tender is within the **monetary limit** for the said unit set by NSIC/ State Director of Industries. Bidders seeking exemption should enclose a photocopy of valid registration certificate giving details such as validity, stores and monetary limits failing which they run the risk of their tenders, as ineligible.

Also valid registration MSME Certificate should indicate related group of item/s as per Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Electric power generation using solar energy).

The Bid Bond shall be denominated in Indian Rupees and shall:

☞ At the Bidder's option, be in the form of either a Bank Guarantee / Demand Draft from

Signature of bidder :

Date:

Place:

Company's Round Seal:

a List of banks as given in **Annexure-B**.

- ☞ Be submitted in its original form, copies will not be accepted, and remain valid for a minimum period of 12 months from the date of Techno Commercial bid opening, or beyond any period of extension subsequently requested under **Clause 10.6.2 of Section-I of SBD**. MSMEs are exempted from submission of Bid Security /EMD / Bid Bond, subject to the condition that the quoted value of the tender is within the monetary limit for the said unit set by NSIC/State Director of Industries. However, MSMEs are required to submit a “Bid Security Declaration Letter” on non-judicial stamp paper of appropriate value as given in **Annexure-V**.
- ☞ Empanelled Vendors shall sign and stamp the Letter of Allocation (LoA) and return the signed & stamped duplicate copy of the same to the address of **MGVCL** within 30 days from the date of its issue.

The Bid Bond /EMD shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to the plant under following circumstances:

- a. Hundred percent (100%) of Bid Bond / EMD amount of the proposed capacity, if a Bidder withdraws/revokes or cancels or unilaterally varies their bid in any manner during the period of Bid Validity specified in the RFP document and in accordance with the **Clause 10.6.2** of Section-I of SBD.
- b. Hundred percent (100%) of Bid Bond /EMD amount of the proposed capacity, if the Empanelled Vendor fails to unconditionally accept the Letter of Intent (LoI)/LOA/Work Order, whoever is issued first, within 15 days from the date of its issue.
- c. Hundred percent (100%) of Bid Bond amount of the proposed capacity, if the Empanelled Vendor fails to furnish the “Performance Bank Guarantee” within 30 days of issuance of Letter of Intent (LoI)/LOA/Work order, whichever is issued first.

**BID BOND/EMD AND PROCESSING FEE SUBMISSION:**

As per **Bid Information Sheet**, Bid bond/EMD shall be submitted separately for the offered capacity in a separate envelop along with processing fee & other details. However, MSMEs are exempted from submission of Bid Security /EMD / Bid Bond and “Bid Security Declaration Letter” on non-judicial stamp paper.

**4. TIME OF COMPLETION OF SANCTIONED CAPACITY:**

4.1 The Empanelled Vendor shall complete the roofs identification, submission of project sanction documents as per the requirement of **DISCOMS**, Design, Engineering, Manufacture, Supply, storage, civil work, erection, testing & commissioning of each project within 12 months from the date of issue of consent letter or 24 Months from date of sanction Order from MNRE to DISCOM i.e. 18.1.2024 (Excluding any Extension any further extension), whichever is earlier.

4.2 The period of execution given in time schedule includes the time required for

Signature of bidder :		
Date:	Place:	
		Company’s Round Seal:



	<p>mobilization as well as testing, rectifications if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in- Charge.</p> <p>4.3 The empanelled vendors shall apprise the implementing agency of the progress made at regular intervals.</p>
<p>5.</p>	<p><b><u>ELIGIBILITY CRITERIA:</u></b>                  To meet the General Conditions of Eligibility Criteria, Bidders must have one of the following credentials: Bidder should have one of the following:</p> <p>a) The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto.</p> <p style="text-align: center;"><b>OR</b></p> <p>b) The Bidders should be a Limited Liability Partnership firm.</p> <p style="text-align: center;"><b>OR</b></p> <p>c) The Bidders should be a Proprietor firm.</p> <p>The Bidder should have valid PAN &amp; GST registration certificate for General Bidder, however <b><u>for MSMEs, State GST Registration is mandatory.</u></b></p> <p>The Bidder should have an Engineer (B.E./B.Tech Electrical or Diploma in Electrical) as proprietor/director/Employee of the Bidder. Brief Bio-Data of the Key personnel is to be given by bidder in online/offline mode.</p> <p>The bidder should have declared, if any relative is working with or employee of <b>GUVNL &amp; its Subsidiaries company with TPLA &amp; TPLS DISCOMs of Gujarat State.</b></p> <p><b><u>5.1 TECHNICAL ELIGIBILITY CRITERIA:</u></b></p> <p>The Bidder should have designed, supplied, installed &amp; commissioned Grid connected Solar PV Power Projects having aggregate capacity not less than <b><u>250 kWp in residential Sector</u></b> which should have been commissioned prior to submission of bids. Vendor must submit scanned copy of the Commissioning certificate and Work order/ Contract/ Agreement/ from the Client/ Owner shall be submitted. The bids of only those bidders who qualify the minimum technical eligibility criterion shall be considered for determination of L-1 price.</p> <p><b>Open Category:</b> The bidders who do not have any prior experience or do not have minimum required prior experience in installation of grid connected solar PV power projects, shall not be allowed to submit price bids. Such bidders will be allowed to implement rooftop solar projects subject to matching of L-1 price. The tendering authority reserves the right to allocate/sanction project capacities to such bidders in batches.</p> <p><b><u>5.2 FINANCIAL ELIGIBILITY CRITERIA:</u></b></p> <p><b>FOR GENERAL BIDDERS:</b></p> <p>The Bidders should have minimum Average Annual Turn Over and Net worth as indicated below to qualify under Financial Eligibility Criteria:</p> <p>The Average Annual turnover: - Average Turnover of the interested bidder for last 3 financial year shall be <b><u>Rs. 150 lakh Also the Bidder must have positive net worth in all last three financial year.</u></b> The last 3 financial years for Turnover and positive net worth for above</p>

Signature of bidder :		Company's Round Seal:
Date:	Place:	

mentioned criteria shall be FY (2018-19, FY (2019-20) & FY (2020-21).

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Bidders shall furnish documentary evidence as per the **Format-7** (online as well as offline), duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial capability.

**FOR STATE REGISTERED MSME:**

The Bidders who are local MSME and registered under the MSME Development Act, 2006 in *Gujarat* as per Section D, Division 35, Group 351 having NIC 5-digit code of 35105 (Electric power generation using solar energy) are exempted from the financial eligibility requirements. The Bidder being a local MSME must submit a valid copy of the certificate of registration issued by an appropriate authority. This is applicable only for the State registered MSMEs.

**OR**

Vendors registered with DIPP under Renewable Energy sector are eligible to participate in the Tender **Part A to Part-G only** in line with Office Order of Department for Industrial Policy & Promotions issued vide no. 12 (11)/2017-SI dated 22.06.2017, which says that Central Ministries/ Departments may relax condition of prior turn over & prior experience in Public procurement subject to meeting of quality & technical specifications by Start-ups.

**6. PERFORMANCE BANK GUARANTEE:**

The bidder has to submit the PBG in the following manner:

**6.1 Performance Bank Guarantee for Installation and Commissioning (I&C):**

The bidder shall furnish the performance bank guarantee for installation and commissioning based on the allocated capacity.

PBG amount = INR [*cost discovered*] Lakhs X 3% X Allocated Capacity in MWp.

The PBG shall be submitted within 30 days from the date of issue of LOI/LOA/Work Order, whichever is issues first, and be valid for 24 months. Bidders should submit Single PBG based on the allocated capacity in each category. The Performance Bank Guarantee shall be released after completion of the empanelment period with the compliance of entire obligations in the contract.

Further, any delay in submission of PBG for I& C period beyond 60 days, **MGVCL** at its sole discretion may cancel the allocated capacity and forfeit 100% of Bid bond. Such Vendors (who have not submitted PBG) shall be debarred from participating in **MGVCL** is future tenders for a period as decided by Competent Authority. Part PBG shall not be accepted.

Signature of bidder :

Date:

Place:

Company's Round Seal:

**6.2 Performance Bank Guarantee for Operation and Maintenance:**

The bidder shall furnish the performance bank guarantee for O&M based on the installed capacity.

PBG amount = INR [*cost discovered*] Lakhs X 3% X Installed Capacity in MWp.

The Empanelled Agency shall require to pay the Performance Guarantee of an amount equivalent to 3% of the value of the total System Cost which shall be recovered from the payment of subsidy claim by respective DISCOMs.

The amount deducted towards performance guarantee shall be release against the PBG shall be submitted of the equivalent amount valid within 30 days from the end of the empanelment period and be valid for 05 year + 3 months. Bidders should submit Single PBG based on the installed capacity in each category. The Performance Bank Guarantee shall be released after completion of the O&M period with the compliance of entire obligations in the contract.

In case, Agency does not want to submit the performance bank guarantee (PBG), the amount deducted towards performance bank guarantee shall remain with DISCOMs for the period of 5 year interest free from the date of the commissioning of the last system installed

The Performance Bank Guarantee shall be denominated in Indian Rupees and shall be in the following forms: Bank guarantee from the List of banks as given in **Annexure-B**.

**The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to the Plant.**

- i. If the Empanelled Vendor is not able to commission the projects to the satisfaction of DISCOMs PBG (for I&C period) amount on pro-rata basis by the empanelled vendor shall be 100% encashed.
- ii. In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.
- iii. If the empanelled vendor is unable to submit the PBG (for O&M period), the PBG (for I&C period) shall be encashed.

Bidders are requested to note the same.

**Note: 1. Bank Guarantee of Rs. 50,000/- and above must be signed by Two Bank Official Jointly.**

**2. Designation of the officers must be mentioned clearly.**

**3. Place and Date of execution must be mentioned.**

**4. Official round seal of the bank is mandatory.**

**“NO STAGewise BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE.”**

**CORPORATE GUARANTEES ARE NOT ALLOWED.**

**7. MINIMUM TENDER QUANTITY:**

The Bidder, who submits their Bid for a minimum quantity, as specified below, for which the firm participated, shall only be considered for price evaluation for particular item.

Signature of bidder :		Company's Round Seal:
Date:	Place:	

SR No.	Category	Minimum Capacity for Project sanction KWp
1.	PART-A	12
2.	PART-B	50
3.	PART-C	327
4.	PART-D	917
5.	PART-E	336
6.	PART-F	312
7.	PART-G	193
8.	PART-H	40
9.	PART-I	25
10.	PART-J	50
11.	PART-K	100

Offer of the Vendors who will quote less than the minimum tendered capacity in respective category will be treated as non-responsive and shall be summarily rejected. However, Offer of the Vendors who have quoted more than the maximum tendered capacity in respective category will be limited to the maximum category wise tendered capacity.

**8. RESPONSIVENESS CHECK OF TECHNO COMMERCIAL BID:**

The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP subject to **Clause 5.5 of Section-I of SBD**. Any of the following may cause the Bid to be considered “Non-responsive”, at the sole discretion of MGVCL

- i. Bids that are incomplete, i.e. Not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, Bid Bond, “Bid Security Declaration Letter” on non-judicial stamp paper. etc.
- ii. Bid not signed by authorized signatory and /or stamped in the manner indicated in this RFP.
- iii. Material inconsistencies in the information /documents submitted by the Bidder, affecting the Eligibility Criteria.
- iv. Information not submitted in the formats specified in this RFP.
- v. Bid being conditional in nature.
- vi. Bid not received by the Bid Deadline.
- vii. Bid having Conflict of Interest.
- viii. More than one Member of a Bidding Company using the credentials of the same Parent Company /Affiliate.
- ix. Bidder delaying in submission of additional information or clarifications sought by **MGVCL** as applicable.
- x. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder’s fulfillment of Eligibility Criteria is taken up. **Clause 5.5 of Section-I of SBD** shall be used to check whether each Bidder meets the stipulated requirement.

**9. EVALUATION OF PRICE BID**

Price Bid (s) of the Qualified Bidders shall be opened online in presence of the representatives of such Qualified Bidders, who wish to be present, on a date as may be

Signature of bidder :

Date:

Place:

Company’s Round Seal:

intimated by **MGVCL** to the Bidders through [www.mgvcl.com](http://www.mgvcl.com) website or Email. The evaluation of Price Bid shall be carried out based on the information furnished in Financial Bid (Price Bid). The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the RFP. Any Bid not meeting any of the requirements of this RFP may cause the Bid to be considered “**Non-responsive**” at the sole decision of the **MGVCL**.

**9.1 PART-A, PART-B, PART-C.....UP To PART K**

- a. The Price bids for the CAPEX **PART-A, PART-B, PART-C....UP to PART K** shall be evaluated separately and lowest quoted bidder in each category shall be declared as L1 and CFA will be determined on the basis of discovered rate and prevailing Benchmark Cost for that respective category, whichever is lower. The Project Cost shall be calculated up to two decimal places. However, in case of a tie, capacity shall be allocated to the bidder having **the maximum proposed capacity as per the covering letter**.
- b. Total Project cost shall be considered during evaluation as mentioned in **formats annexed with this RFP**.

**10. SUCCESSFUL BIDDER(S) SELECTION:**

- i. Bids qualifying in **Clause 5.5 of Section-I of SBD** shall only be evaluated in this stage.
- ii. Project Cost quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest for **PART-A, PART-B, PART-C & PART-D...PART K** separately.
- iii. **Allocation of Capacity and Empanelment of Vendors for CAPEX Part-A, Part-B, Part-C .....PART K.**

**10.1 PART-A, PART-B, PART-C.....UP to PART K:** Based on the price bid quoted by the bidders, **MGVCL** shall arrange the bids in the ascending order i.e. L1, L2, L3, \_ \_ \_ (L1 being the lowest quote).

- i. Lowest bidder will be declared as the L1 against each Part/Category. The L1 bidder’s quoted capacity shall be allocated to the L1 successful bidder subject to the condition that it should not be less than 10% of aggregated capacity for respective part/category. On acceptance, capacity will be allocated to the L1 bidder. In case L-1 bidder did not accept the maximum bid capacity or 10% of L1 aggregated capacity for the respective part/category, then Submitted Bank Guarantee will be encashed, and L-1 bidder shall be blacklisted from all the Government Tenders for 5 Years.
- ii. The bids will be arranged in ascending order Starting from L1, L2, and L3..... The Approved Lowest Rate against each part/category will be the project cost and bidder will be allocated their quoted capacity as on the cover letter. The remaining bidders, i.e. L2, L3, L4....., will be given 14 Days’ time to submit the letter of acceptance of L1 Rate. The bidders, who provide their consent to work on L1 Rate, will be allocated their quoted capacity in the order of merit, till the entire capacity is exhausted. If quantity/capacity is left unallocated in any category, **GUVNL/MGVCL** reserves the right to reallocate the left-over capacity to the bidders’ subject to their consent and the sole discretion of **GUVNL/MGVCL**.
- iii. The selection process shall stand completed once the Tender Capacity has been achieved through the summation of the capacity offered by the Successful Bidders.

Signature of bidder :		
Date:	Place:	
		Company’s Round Seal:

- iv. At any step during the selection of Successful Bidder(s) in accordance with the provision laid down in RFP, the **GVNL/MGVCL** reserves the right to increase/decrease the Tender Capacity of the capacity indicated to achieve the balance Tender Capacity and select the Successful Bidder with the lowest Project Cost/ lowest evaluated price amongst the remaining Bids.
- v. The Letter(s) of Intent (LoI) shall be issued to all such Empanelled Vendors(s) selected as per the provisions laid down in RFP document.
- vi. Each Empanelled Vendor shall acknowledge the LoI and return duplicate copy with signature of the authorized signatory of the Empanelled Vendor to the **MGVCL** within Fifteen (15) days of issue of LoI.
- vii. If the Empanelled Vendor, to whom the LoI has been issued, does not fulfill any of the conditions specified in Bid document, the **MGVCL** reserves the right to annul/cancel the award of the LoI of such Empanelled Vendor.
- viii. The vendors have to submit the Performance Bank Guarantee (PBG) of appropriate value as per **Clause No. 10.10 (As per Format-4)** along with submission of signed copy of LoI for further issuance of Letter of Allocation.
- ix. The **MGVCL** at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion.

**10.2 INCREASE/DECREASE OF BIDDER ALLOCATED CAPACITY**

- i. **GVNL/MGVCL** reserves the right to increase/decrease the Bidder(s) Allocated Capacity at the sole discretion of **GVNL/MGVCL**.
- ii. In case capacity is enhanced by **GVNL/MGVCL** as per **Clause No. 2.4 of Section-II of SBD**, Empanelled Vendor shall submit the equivalent amount of PBG to **MGVCL** within 15 days from the date of issue of LoA, failing which sanctioned capacity shall stand cancelled.

**11. CFA DISBURSEMENT & PAYMENT CLAUSES:**

**11.1 For PART-A, Part-B, Part-C.....UP TO K**

The vendor shall be allowed to charge only balance of the project cost, excluding CFA amount, from the consumer. The proportion of admissible CFA shall be disbursed by respective DISCOMS to the empanelled vendor directly after successful commissioning of the project as per MNRE Operational Guidelines issued vide OM No. 318/ 331/2017- Grid Connected Rooftop Dated 20<sup>th</sup> August 2020 and their amendments. The admissible CFA would be 40% of the benchmark cost or tender cost, whichever is lower, for capacity up to 3 kW. For project capacity above 3 kWp and up to 10 kWp, the admissible CFA would be 20% of project cost or the MNRE benchmark cost, whichever is lower. For CFA calculation, the project capacity would be decided based on PV array capacity or inverter capacity, whichever is lower. The consumers are allowed to install the capacity higher than 10 KW, however, the quantum of CFA would be limited to 10 KW capacity only. The maximum permissible limit for group housing societies would be up to 500 kW

Signature of bidder :

Date:

Place:

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and the admissible CFA would be 20% of the benchmark cost or tender cost, whichever is lower.

The net amount of project cost (i.e. project cost - CFA) shall be paid by the concerned roof top owner to any of the empanelled vendors as per the following methodology:

- 20% payment in advance after signing of agreement.
- 20% payment after installation of structure
- 20% payment after installation of SPV modules and inverters at site
- 20% payment after completing plant installation including net-metering and submission of written inspection request to the implementing agency
- Final 20% payment after commissioning of the plant and injection of power to the grid.

It shall be noted that beneficiary/customer shall be solely responsible for financial transaction with the vendor for the net of CFA (Total cost - Admissible CFA) amount. The beneficiary/customer are advised to thoroughly check the documents/claims of the vendors and shall make only online payments wherever required. GUVNL/MGVCL or MNRE in no way shall be responsible for disputes arising out of payments of agreements between vendor and the beneficiary.

11.2 The CFA as calculated under **Clause No. 5 of Section-II of SBD** for Parts under CAPEX Model will be released on submission of following documents-

- I. Joint Commissioning Report (JCR) as per Annexure-O.
- II. Claim Letter as per the Annexure - M.
- III. Guarantee certificate on Letter Head of the Vendor.
- IV. Geo-coordinates and photos of the site

11.3 The CFA shall be released by respective DISCOMS, only after receipt of the same from MNRE, within a specified time (an indicative schedule for disbursement of CFA to the vendor shall be mentioned by the implementing agency)

11.4 The CFA shall be released to the Vendor only after the completion and successful commissioning of the Project(s) as per terms & conditions vide **Clause No. 5 of Section-II of SBD**.

11.5 The whole or part of the CFA shall be recovered from the Vendor's PBG or future Payments (to be released), in case of violation of any Terms & Conditions of **MNRE/ GUVNL/MGVCL**.

**OTHER CONDITIONS**

Bidder has to obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity. **GUVNL/MGVCL** shall not have any responsibility in this regard.

Signature of bidder :		
Date:	Place:	
		Company's Round Seal:

	<p><b>TAX EXEMPTIONS:</b> Price bids are invited exclusive of GST. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Department of Govt. of India/ State of Gujarat by the bidder. <b>MGVCL</b> in no case will be responsible for providing any tax exemptions to the bidder.</p>
<p><b>12.</b></p>	<p><b><u>PENALTY PROVISIONS :</u></b> Penalty will be imposed on bidder by GUVNL/MGVCL/DISCOMs if following conditions are encountered.</p> <p>12.1 In case of delay in completion of work of installation of any Solar roof top system, penalty @ 1/2% per week or part thereof plus applicable GST and Cess on the total system cost subject to a maximum of 10% of total system cost plus applicable GST and Cess would be levied.”</p> <p>12.2 The Bank Guarantee of bidder will be encashed and he/she blacklisted for 5 years from all Government tender in following conditions.</p> <ol style="list-style-type: none"> <li>i. If L1 bidder fails to execute 10% of the total allocated capacity under this tender,</li> <li>ii. If bidders demand for additional amount/remuneration against the installation of work on and above the discovered L1 rate for the identified package. This shall however not be applicable for cases of customized installations such as raised structure etc, as indicated in earlier para.</li> <li>iii. If bidders are defaulting in submission of Bank Guarantee/Required Relevant Documents during the bidding/empanelment process.</li> <li>iv. If bidders denied implementing projects allocated capacity of etc.</li> <li>v. Non- performance of the RTS plant based on PR as mentioned in the <b>clause No. 2.14 of Section-I of SBD.</b></li> <li>vi. If bidders are failed to comply with DCR, ALMM and other mandatory requirements of Phase-II Guidelines and issued Amendments.</li> <li>vii. Penalties may lead to withholding CFA amount or encashment of Partial/full Performance Bank Guarantee and subsequently debarring or blacklisting from the future State/Central Government Tender.</li> <li>viii. Unethical marketing by successful bidder with consumers will lead to blacklisting.</li> </ol> <p>This excludes delay in the completion of the work due to unforeseen reasons beyond the control and without fault and negligence of the EOV applicant including (but not restricted to) act of God or public anomie action of Government in its sovereign capacity, floods, epidemics, strikes, lockouts, fires and accidents. In the event of any of the aforesaid contingencies concerned DISCOM may be promptly kept informed by the EOV applicant by e-mail / followed by confirmation in writing with documentary proof within fifteen days of commencement and cessation of Force Majeure circumstances. Under such circumstances reasonable extension of time shall be granted by DISCOM. Application for such extension must be made after completion of work as per agreement. In the event of termination of the agreement, Concern DISCOM shall be at liberty to get the remaining part of the work done through any other agency / EOV applicant at the risk and cost of successful EOV applicant and in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the EOV applicant, and the EOV applicant fails to make good the deficiency, DISCOM may recover it from the EOV applicant in any lawful manner.</p>

Signature of bidder :		Company's Round Seal:
Date:	Place:	



13.	<p><b><u>WARRANTIES AND GUARANTEES:</u></b>                  The Empanelled Vendor shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 5 years from the date of commissioning for projects.</p>
14.	<p><b><u>INSURANCE:</u></b></p> <p>14.1 The Empanelled Vendor in its own interest shall be responsible to take an insurance policy, if required, for all the materials to cover all risks and liabilities for supply and storage of materials at site, installation, testing and commissioning. However, this shall not include any insurance of commissioned plant after handing over to the beneficiary.</p> <p>14.2 The implementing agency or beneficiary shall not be in any case liable for any third party damages covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the contract/work. The Empanelled Vendor will be solely responsible for against any damage, loss, injury or death of its employees and representatives arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder. The empanelled vendors for its own interest are advised to take any insurance for any unforeseen circumstances.</p>
15.	<p><b><u>TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP:</u></b></p> <p>15.1 The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards as detailed in the <b>Section- III (Technical specifications)</b> of the Standard bid document.</p> <p>15.2 The specifications of the components should meet the technical specifications mentioned in <b>Section III of SBD</b>.</p> <p>15.3 Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply &amp; performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.</p>
16.	<p><b><u>OPERATION &amp; MAINTENANCE (O&amp;M) GUIDELINES TO BE MANDATORILY FOLLOWED BY BIDDERS.</u></b></p> <p>16.1 The bidder shall be responsible for all the required activities for successful operation and maintenance of the Rooftop Solar PV system for a period of 5 years from the date of commissioning of the plant.</p> <p>16.2 Below mentioned guidelines, shall be followed for O&amp;M practices, which is not limited to <b>Annexure-D</b>.</p> <ol style="list-style-type: none"> <li>i. O&amp;M of Solar Power Plant shall be compliant with grid requirements to achieve committed energy generation.</li> <li>ii. Deputation of qualified and experienced personnel till the O&amp;M period at project site as &amp; when required.</li> <li>iii. Quarterly checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and breakdown maintenance.</li> </ol>

Signature of bidder :		Company's Round Seal:
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	<p>iv. Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required.</p> <p>v. Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for all associated equipment and materials as per manufacturer/ supplier's recommendations.</p> <p>vi. All the equipment testing instrument required for Testing, Commissioning and O&amp;M for the healthy operation of the Plant shall be maintained by the Bidder. The testing equipment must be calibrated once every 2 years from NABL accredited labs and the certificate of calibration must be kept for reference as required.</p> <p>vii. If negligence/ mal-operation on part of the Bidder's operator results in failure of equipment, such equipment should be repaired/ replaced by the Bidder free of cost.</p> <p>16.3 If any jobs covered in O&amp;M Scope as per RFP are not carried out by the contractor/ Bidders during the O&amp;M period, the designated Official shall take appropriate action as deemed fit. <b>MGVCL/DISCOMs</b> reserves the right to make surprise checks/ inspection visits at its own or through authorized representative to verify the O&amp;M activities being carried out by the Bidder. <b><i>Failure to adhere to above guidelines will result in penal action including debarring from participation in next tender.</i></b></p> <p>16.4 The Bidders should have one no. of Service centre with necessary spare parts and technicians in their service network or in each DISOCMs. The Service Centre should have adequately trained staff available for repair and maintenance of Solar PV System, Inverters supplied and installed. The service centre should be open for at least 8 hours per day and 6 days a week excluding bank holidays. The bidders should have a dedicated mobile number which should be readily available during its office hours and an e-mail ID for correspondence and shall provide address of service centre in O&amp;M manual. A copy of the same shall also be provided to the Respective DISCOMs.</p> <p>16.5 The bidder shall use the original parts in case of any fault in the PCU/Inverter during the AMC period of 5 years. In case the original part/parts are not available with the manufacturer of the PCU/Inverter (Based on certificate from the manufacturer), the bidder shall use the new parts of other standard brands available in the market or will use the repaired parts.</p> <p>16.6 <b><i>If Bidders are fail to comply with the O&amp;M guidelines, it may lead to the encashment of Performance Bank Guarantee and subsequently debarring or blacklisting from the future State/Central Government Tender.</i></b></p>
17.	<p><b><u>PROJECT INSPECTION:</u></b></p> <p>17.1 All project progress will be monitored by respective DISCOMs and the projects can be inspected for quality at any time during commissioning or after the completion of the project by officer(s) from MNRE and/or respective DISCOMs and/or any agency/ experts designated / authorized by MNRE and/or respective DISCOMs from time to time. Respective DISCOMs shall depute a technical person from its office or from list of empanelled experts/ agencies updated from time to time for inspection, third party verification, monitoring of system installed to oversee the implementation as per required standards. The cost of inspection at the time of commissioning shall be borne by the implementing agency. However, if the project is not found to be installed in an appropriate manner, all arrangement for the next visit of the authorized</p>

Signature of bidder :		Company's Round Seal:
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representative of the implementing agency shall be made by the vendor. There shall be no separate charges/fees for the inspections. The inspection shall be broadly governed by the following mechanism:

- 17.1.1. After complete installation of the system, the Bidders shall immediately intimate to respective in writing for such inspections. The DISCOMS will complete the inspection of the PV system within 7 days of the receipt of the intimation. Visual inspection shall be carried for 100% of SPV systems. All cost pertaining to this inspection shall be borne by the implementing agency.
- 17.1.2. The material/installation found sub-standard or faulty is to be replaced by the bidder with new material as per the specifications. The systems shall be offered for inspection again after necessary rectification. Expenses for such re-inspection shall be borne by the Bidders. DISCOM at its discretion may also pick up samples from the lot of systems being supplied by the vendor at random from the warehouse for quality check only. The samples picked up will be tested for acceptance test as decided by DISCOM at MNRE/ Government approved laboratory in presence of representatives of supplier and DISCOM as per relevant IEC/IS/BIS/ DISCOM specifications.
- 17.1.3. The test results will be binding on the suppliers and DISCOM, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, those components that fail the test shall be rejected, and the Bidder shall have to supply and install the new component as per the specifications. The loss of generation during such time when the system is taken away for testing shall be at the cost of the Bidder, who shall compensate the Beneficiary for such loss of generation as per the pro-rata PR as per RFP.
- 17.1.4. The Bidders will offer Solar PV Systems for inspection at their site/warehouse by MNRE or DISCOMS or its authorized quality inspection agency. MNRE/DISCOMS may carry out random testing/inspection of SPV systems at the site. However, all costs towards such inspection shall be borne by MNRE/implementing agency.
- 17.1.5. DISCOM reserves the right to inspect any number of SPV systems, at the addresses of the beneficiaries given by the Bidders. Pre-dispatch inspection of the components is not mandatory as 100% visual inspection is being carried out by the implementing agencies and declaration for DCR modules is being furnished by the bidder. However, pre-dispatch inspection may be carried out by the DISCOMS at the works of OEM (Original Equipment Manufacturer), where SPV (Solar Photovoltaic) panels are being manufactured.

**Pre-Delivery Inspection:**

Empanelled Vendor shall submit the details of the site (City) of the Module Manufacturing unit from where they have planned to purchase the SPV Modules as per the specification of EO, to the concerned DISCOM.

- DISCOMS will submit the Name of OEM at which the PDI of PV Module is offered to GUVNL on daily basis. On receipt of the same, GUVNL shall

Signature of bidder :		
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nominate DISCOM to carry out the testing of the PV Modules for the total lot offered on behalf of all DISCOMs at the OEM works.

- Empanelled agency shall inform DISCOM for such inspection at least 07 (Seven) days in advance before the probable date of dispatch.
- DISCOM shall carry out the PV Module Inspection within seven days of the receipt of the Inspection call.
- DISCOM shall carry out post-dispatch Inspection of Balance of System (BoS) on beneficiaries' site.

**Inspection call for the PV Module shall be submitted to the concerned DISCOMs for the lot as under:**

- 1) Empanelled Vendor can submit Pre- Dispatch Inspection (PDI) call of SPV Modules at OEM in advance for the Solar PV Capacity (KW) of Applications submitted by them without waiting for payment of deposit/ Estimate.
- 2) There is no prior requirement of submitting Consumer no. along with PDI Call letter.
- 3) The Empanelled Vendor can utilize the modules inspected by the nominated DISCOM in the PV System/s installed by him under the SURYA-Gujarat Scheme in any DISCOM.
- 4) Necessary Documents with details of inspected modules (Make, Type, Watt, Sr. No.) will be uploaded on Portal by the inspected DISCOM and Empanelled Vendor shall have to select the module Sr. No. used by him from portal uploaded list only at stage no. 6. 'Work Execution'.

The Bidders will offer Solar PV Systems for inspection at their works by DISCOMS or its authorized quality inspection agency. Inspection can also be offered at one place in Gujarat, where equivalent requisite inspection and testing facilities are available.

Visual inspection shall be carried for 100% of SPV systems.

Bidders will intimate to DISCOM in writing in advance for such inspections.

If during the inspection the percentage of rejections exceeds 10% then the whole lot would be rejected. The rejected material is to be replaced with new material as per the specifications. The systems shall be offered for inspection again after necessary rectification. Expenses for such re-inspection shall be borne by the Bidders.

DISCOM at its discretion may also pick up samples from the systems supplied & Installed at beneficiaries' site at random for quality check only. The samples picked up will be tested for acceptance test as decided by DISCOM at MNRE/ Government approved laboratory in presence of representatives of supplier and DISCOM as per relevant IEC/ISS/BIS/ DISCOM specifications. The test results will be binding on the suppliers and DISCOM, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, those components that fail the test shall be rejected, and the Bidder shall have to supply and install the new component as per the specifications. The loss of generation during such time when the system is taken away for testing shall be at the cost of the Bidder, who shall compensate the

Signature of bidder :		
Date:	Place:	
		Company's Round Seal:

	<p>Beneficiary for such loss of generation as per the prorata P.R. as specified elsewhere in this EOV, at the retail tariff of the DISCOM.</p> <p>DISCOM reserves the right to inspect any number of SPV systems, any number of times at the addresses of the beneficiaries given by the Bidders.</p> <p>PV Modules dispatched without DISCOM's approval shall not be accepted and the DISCOM shall have right to reject it and to recover the cost so incurred, from the empanelled agency.</p> <p>DISCOM may undertake random inspection of material prior to dispatch to ensure quality.</p> <p>The inspection as mentioned above by DISCOM's representative shall not relieve the Bidders from full responsibility of completing the work confirming to the requirement of this contract.</p> <p><b>17.1.6. Cost of inspection:</b> All the expenses related to inspection team like lodging, boarding, travelling, and air tickets to be borne by the respective DISCOMS. The Empanelled vendor will provide necessary inspection &amp; testing facility at his cost.</p> <p>However, if the material is not kept ready for inspection after intimation of the offered quantity on the schedule date for inspection then all consequences will be to suppliers account and DISCOMS will recover the actual expenses of To &amp; Fro travelling fares, if any , plus Rs. 3500/-per day per employee plus applicable GST.</p>
<p><b>18.</b></p>	<p><b><u>REQUIREMENT OF APPROVALS ON MAKES OF THE COMPONENTS:</u></b></p> <p>The Modules and Cells should be manufactured in India and should be complied with the prevailing Approved List of Models and Manufacturers of Solar Photovoltaic Modules (<i>Requirement for Compulsory Registration</i>) Order 2019 - Implementation issued vide OM NO. 283/54/2018-GRID SOLAR -Part (I) Dated 10<sup>th</sup> March 2021 and subsequent amendments Rest of the components can be procured from any source. However, these items should meet the Technical specification and standards mentioned in RFP.</p>
<p><b>19.</b></p>	<p><b><u>LIQUIDATED DAMAGES (LD) FOR DELAY IN PROJECT IMPLEMENTATION:</u></b></p> <p>19.1 MGVCL will issue the consent letter(s) for the Project (s) indicating the CFA amount(s) which will be disbursed in line with the provisions of the RFP document. The Bidder shall complete Design, Engineering, Manufacture, Supply, storage, civil work, erection, testing &amp; commissioning of each project within stipulated timeline. (Excluding any Extension any further extension), whichever is earlier.</p> <p>19.2 If the bidder fails to commission the sanctioned project within specified time, the project will get cancelled and CFA will not be disbursed by MGVCL.</p>
<p><b>20.</b></p>	<p><b><u>COMMISSIONING /COMPLETION CERTIFICATE:</u></b></p> <p>Application for completion/commissioning certificate:</p> <p>When the Empanelled Vendor fulfils his obligation under the Contract, he shall be eligible to</p>

Signature of bidder :		Company's Round Seal:
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	<p>apply for Completion/Commissioning Certificate. The Engineer- in-Charge shall normally issue the Completion Certificate to the Empanelled Vendor within one month after receiving any application therefore from the Empanelled Vendor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in Contract documents. The Empanelled Vendor, after obtaining the Completion Certificate, is eligible to avail the CFA as per the <b>Clause No. 5 of Section-II of SBD</b>.</p>
21.	<p><b><u>DEDUCTIONS FROM THE CONTRACT PRICE:</u></b>                  All costs, damages or expenses which <b>MGVCL</b> may have paid or incurred, which under the provisions of the Contract, the Empanelled Vendor is liable/will be liable, will be claimed by the <b>MGVCL</b>. All such claims shall be billed by the <b>MGVCL</b> to the Contractor within 15 (fifteen) days of the receipt of the payment request and if not paid by the Empanelled Vendor within the said period, the <b>MGVCL</b> may, then, deduct the amount from any moneys due i.e., PBG or becoming due to the contractor or Empanelled Vendor under the contract or may be recovered by actions of law or otherwise, if the Empanelled Vendor fails to satisfy the <b>MGVCL</b> of such claims.</p>
22.	<p><b><u>DEBARRED FROM PARTICIPATING IN GUVNL/MGVCL'S TENDER:</u></b>  <b>GUVNL/MGVCL</b> reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidders may be debarred from participating in <b>GUVNL/MGVCL's</b> any future tender for a period as decided by <b>GUVNL/MGVCL</b>.</p>
23.	<p><b><u>RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID:</u></b></p> <p>23.1 This RFP may be withdrawn or cancelled by the <b>MGVCL</b> at any time without assigning any reasons thereof. The <b>MGVCL</b> further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account. However, if the RFP is withdrawn, the tender fees shall be returned to the participating vendors.</p> <p>23.2 The <b>MGVCL</b> reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the <b>MGVCL</b> shall have no liability towards any Bidder and no Bidder shall have any recourse to the <b>MGVCL</b> with respect to the selection process. <b>MGVCL</b> shall evaluate the Bids using the evaluation process specified in Section -I, at its sole discretion. <b>MGVCL</b> decision in this regard shall be final and binding on the Bidders.</p> <p>23.3 <b>MGVCL</b> reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance of bid by <b>MGVCL</b> will be full and final.</p>
24.	<p><b><u>ZERO DEVIATION:</u></b>                  This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.</p>
25.	<p>The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and/ or documents as required may render the bid technically nonresponsive.</p>

Signature of bidder :		Company's Round Seal:
Date:	Place:	

26.	<p>The bidder shall be deemed to have examined the bid document and MNRE scheme/SURYA-Gujarat Scheme, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the level of sufficiency. The bidder shall be deemed to be in knowledge of the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works, he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.</p>
27.	<p><b><u>SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS:</u></b></p> <p>Security related functionality has been rigorously implemented in n-procure portal in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.</p> <p>If variation is noted between the information contained in the Electronic Form and the 'Hard Copy', the contents of the Electronic Forms and details shall prevail. In such cases, if the information/declaration/details contained in the electronic forms is found to be false, forged, incomplete or in-eligible, the bid shall be summarily rejected and the tendering authority may initiate blacklisting/criminal/legal proceedings depending on the severity of the case.</p> <p>In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words shall prevail.</p> <p><b>Other Instructions</b></p> <ol style="list-style-type: none"> <li>1. It shall be the sole responsibility of the bidders to regularly visit the website/tender portal for any amendment or update on the tender process of project.</li> <li>2. Out state agency must be having one office registered in Gujarat.</li> </ol>
28.	<p><b><u>SETTLEMENT OF DISPUTE</u></b></p> <p>28.1 All disputes and differences arising out of or under the contract including, however, without prejudice to the generality of the aforesaid, any question regarding the existence, validity or termination, in respect thereof, the parties at the first instance shall endeavour to resolve such dispute or differences amicably by mutual consultation.</p> <p>28.2 If the parties fail to resolve, the disputes or differences amicably by mutual consent, within 45 days of its arising, the disputes or differences shall be referred to arbitration either party may refer the disputes or differences to arbitration as provided hereinafter, by giving notice in writing to the other party of its intention to refer the disputes or differences to arbitration and such arbitration proceedings shall commence with the receipt of the aforesaid notice by the other party. Any dispute in respect of which a notice of intention to refer the same to arbitration has been given in terms of sub Clause No. 2.22 of Section-I of SBD, shall be finally settled by arbitration.</p> <p>28.3 IN CASE THE CONTRACTOR IS A PUBLIC SECTOR ENTERPRISE OR A GOVERNMENT</p>

Signature of bidder :		Company's Round Seal:
Date:	Place:	

**DEPARTMENT:**

In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred by either party for Arbitration to the sole Arbitrator to be nominated by the **Secretary (Power)**, of the State of Gujarat.

**28.4 IN ALL OTHER CASES:**

All questions, disputes, or difference whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation thereto and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the MD of MGVCL. For that purpose, who shall be a retired High-Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act, 1996 as amended from time to time and the rules made there.

**JURISDICTION:-**

All questions, disputes arising out of or in connection with the tender/contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. Vadodara.

**TERMINATION OF CONTRACT**

In case, the agency/bidder fails to execute the project within contractual period or project is not in accordance with the prescribed specification, MGVCL shall exercise its discretionary power either,

a) To recover, from the agency/bidder as agreed, by way of penalty clause above for any loss,

&

b) To execute the project from elsewhere after giving due notice to the bidder/agency at the risk of the bidder/agency without cancelling the contract delivery.

&

c) To cancel the contract, in the event of the execution of project at the risk of bidder/agency, the opinion of MGVCL shall be final, In the event of action taken under clause (a) or (b) above, the bidder/agency shall liable to pay for any loss which MGVCL may sustain on that account but the bidder/agency shall not be entitled to any saving on such execution of project made against default. The decision of MGVCL shall be final as regards the execution of project executed by agency/bidder and MGVCL shall not be required to give any reason in writing or otherwise at any time for the same.

28.5 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

28.6 Cost of arbitration shall be equally shared between the Parties.

**29. OTHER CONDITIONS**

29.1 The Empanelled Vendor shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of **MGVCL/DISCOMS** in writing.

Signature of bidder :

Date:

Place:

Company's Round Seal:



	<p>29.2 The Empanelled Vendor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of consumer.</p> <p>29.3 The Empanelled Vendor shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.</p> <p>29.4 <b>MGVCL</b> will not be bound by any Power of Attorney granted/ issued by the Empanelled Vendor or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by <b>MGVCL</b> after obtaining proper legal advice, the cost of which will be chargeable to the Empanelled Vendor concerned.</p>
<p>30.</p>	<p>All pages of the offline documents, except for the Bid Bond/EMD/ Bid Security Declaration on non-judicial stamp papers (in case of MSMEs), and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the bidder and acceptance of same by the MGVCL.</p>
<p>31.</p>	<p>Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder then scanned and uploaded in the Techno- Commercial Bid Part.</p>
<p>32.</p>	<p>The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in the RFP. Bidder shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditor's report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last three (3) financial years immediately preceding the Bid Deadline which are used by the bidder for the purpose of calculation of Annual Turnover and positive Net Worth in all last three financial year.</p>
<p>33.</p>	<p>If the envelope (Covering Envelope) is not enclosed and not super scribed as per the specified requirement, <b>MGVCL</b> will assume no responsibility for the Bid's misplacement or premature opening.</p> <p><b>The sealed envelope shall be addressed to:</b></p> <p><b>The Addl. Chief Engineer (Procurement)</b>  <b>Madhya Gujarat Vij Company Ltd Corporate Office,</b>  <b>Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390 007</b></p> <p>i. [Insert the EoV Number].</p> <p>ii. Offer for installation of Solar Power Plant under “<i>Grid Connected Rooftop Solar Power Plant Scheme</i>” under RFP for Empanelment of Vendors.</p> <p>iii. Validity of the offer: 12 months from the date of issuance of Letter of Allocation (LoA).</p>

Signature of bidder :		Company's Round Seal:
Date:	Place:	

	iv. Name and Address of the Firm. v. Bid Bond and Bid Processing Fee details. vi. Bid Capacity Quoted: ..... kWp vii. Bid Quoted for Part: A/B/C/D/E/F...../K.
34.	The bid (Sealed Cover Document) which is not opened due to any reason/s in that case the physical bid may not be returned to the bidder (at discretion of MGVCL).
35.	The bidders are requested to submit their bids by on line through our service provider M/s (n) Code Solutions before one day of the due date to avoid complication / dispute at later stage.
36.	Bidders are informed that their employee authorized in writing will only be allowed as their "Authorized Representative" for all purpose to deal with MGVCL in respect of this Tender. Non employee cannot deal/should not be allowed to deal with the Company.
37.	<b><u>VALIDITY OF THE OFFERS:</u></b> The offers will have to be kept valid for a period of <b>Minimum 06 months from the date of techno-commercial bid opening date.</b> It is mandatory.
38.	It is proposed to have integrity pact, to have best business practices in an atmosphere of trust to provide goods & services for the ultimate benefit of the society and Nation. MGVCL management desires to have an integrity pact attached herewith to be confirmed by bidder. However this document is voluntarily and does not have any legal binding.
39.	<b><u>Applicability of Stop Deal / Banned for business dealing / blacklisting:</u></b> 39.1. The firm, stop deal and/ or banned for business dealing and/ or blacklist by GUVNL or any subsidiary Companies of GUVNL and blacklisted from any of the agency with direct or indirect control of Central Government Ministries/ Departments/ Public Sector Units (PSUs)/ Institutions, State Government Departments/ Organizations /Institutions etc shall be considered as a stop deal and/ or banned for business dealing and/ or blacklisting for all Companies. 39.2. The list of indicative reasons for placing the firm in a Stop deal / banned for business dealing / blacklist are as under_ A Firm will be placed in a Stop deal / banned for business dealing / blacklist, if the Firm 39.2.1. Has submitted fake, false or forged documents/certificates, 39.2.2. Has revised/ withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for, 39.2.3. Has tampered with the stipulated tendering procedure. 39.2.4. Has refused to accept Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions, 39.2.5. Has committed breach of contract or has failed to perform a contract or has abandoned the contract, 39.2.6. Has failed to provide suitable expertise for the work as per pre-scheduled program. 39.2.7. Has failed to submit all the necessary tests reports / documents within time schedule / as per Company's time limit, as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports /

Signature of bidder :		Company's Round Seal:
Date:	Place:	

documents to the firm.

- 39.2.8. Has indulged in construction and erection of defective works.
- 39.2.9. Has supplied inferior quality/ defective materials and refused to replace with stipulated time frame, as specified by the Company,
- 39.2.10. Has substituted materials in lieu of materials supplied by the Company or has not returned or has short returned or has unauthorisely disposed of materials/ documents/ drawings/ tools or plants or equipment supplied by the Company,
- 39.2.11. Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,
- 39.2.12. Has unauthorisely obtained official company information or copies of documents, in relation to the Tender/ Contract.
- 39.2.13. Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
- 39.2.14. Has parted with, leaked or provided confidential/ proprietary information of the Company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company,
- 39.2.15. Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and
- 39.2.16. In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing/ blacklisting.
- 39.3. Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.
  - 39.3.1. The proprietor / all the partners / directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist.
    - Once the name of the firm and/ or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing / blacklist in any Company of GUVNL and its Subsidiary Companies,
      - a. No enquiry shall be issued to a firm.
      - b. No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.
  - 39.3.2. Action to be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing/ blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-
    - a. Before opening Technical bids, the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Preliminary / Technical Bid.
    - b. After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Technical Bid.

Signature of bidder :

Date:

Place:

Company's Round Seal:

	<p>c. After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.</p> <p>d. The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.</p> <p>39.3.3. If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.</p> <p>39.3.4. The amount of EMD/ SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.</p> <p>39.3.5. The Stop dealing/ Banned for business dealing/ blacklist shall be Firm-specific and when a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the manufacturing works of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies &amp; for all Services of the Firm.</p> <p>39.3.6. If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing/ blacklist.</p> <p>39.3.7. The Board of Directors of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply from any supplier for that Company only.</p> <p>Every bidder should, at the time of submission of bid, give a declaration that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies.</p>
<p>40.</p>	<p><b>Bidders are requested to submit price - bid (Schedule - B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.</b></p>
<p>41.</p>	<p><b><u>CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:-</u></b></p> <p>A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:</p> <ul style="list-style-type: none"> <li>a) they have proprietor/ partner(s)/ Director(s) in common; or</li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c) they have the same legal representative/ agent for purposes of this bid; or</li> <li>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or</li> </ul>

Signature of bidder :		Company's Round Seal:
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	<p>e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.</p> <p>f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/ foreign agent on behalf of only one principal.</li> </ol> <p>g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;</p> <p>h) In case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p> <p>i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.</p> <p>Every bidder should, at the time of submission of bid, give a declaration in <b>Online Annexure as well as in physical form with technical bid cover as per Annexure-C</b>, that bidder do not have conflict of interest with other bidders for particular quoted item, as above.</p> <p>Declaration duly notarized on Rs. 300/- non judicial stamp paper as per attached <b>Annexure-C</b> with fill up complete details regarding <b>Authorized representative as Employee of firm</b> as per Cl No: 40 of this tender notice i.e. <b>Conflict of Interest amongst the Bidder/Agents</b>.</p>
42.	The Bidder shall be required to obtain the certified electrical contractor certificate in the name of the bidder from the Chief Electrical Inspector, Govt. of Gujarat and shall have adequate number/s of certified electrical supervisor certified by the Chief Electrical Inspector. Such certificate is not mandatory at the time of bidding. However, the successful bidder shall have to produce the same prior to empanelment letter. i.e. the successful bidder shall not be Empanelled until he submits the certified electrical contractor certificate.
43.	Prevailing Labour Laws shall be applicable to the successful bidder
44.	If any discrepancy found in the particular clause of Standard Bid documents and Schedule -A of the tender then clause of Standard Bid documents (SBD) will be considered as final.
45.	A Check List related to Offline and an online document as per Annexure-R & S respectively is to be prepared & submitted by the bidder in bid cover. <b>This is mandatory.</b>

Signature of bidder :		Company's Round Seal:
Date:	Place:	

**INTGRITY PACT OUR ENDEAVOUR**
**Date:**

<b>MGVCL's COMMITMENT</b>		<b>PARTY's COMMITMENT</b>	
•	To maintain the highest ethical standards in business and professional	•	Not to bring pressure recommendations from outside MGVCL to influence its decision
•	Ensure maximum transparency to the satisfaction of stakeholders	•	Not to use intimidation, threat, inducement or pressure of any kind on MGVCL or any of its employees under any circumstances
•	To ensure to fulfill the terms of agreement/contract and to consider objectively the viewpoint of parties	•	To be prompt and reasonable in fulfilling the contract, agreement, legal obligations
•	To ensure regular and timely release of payment on due dates for work done	•	To provide goods and/or services timely as per agreed quality and specification at minimum cost to MGVCL
•	To ensure that no improper demand is made by employees or by anyone on our behalf	•	To abide by the general discipline to be maintained in our dealings
•	To give maximum possible assistance to all the vendors / Suppliers / Service Providers and other to enable them to complete the contract in time	•	To be true and honest in furnishing information
•	To provide all information to supplier/contractors relating to contract/job which facilitate him to complete the contract/job successfully in time	•	Not to divulge any information, business details available during the course of business relationship to others without written consent of MGVCL
•	To ensure minimum hurdles to vendors /suppliers / contractors in completion of agreement /contract/work order	•	Not to enter into carter/syndicate/understanding whether formal/non formal so as to influence the price

Signature of bidder :		Company's Round Seal:
Date:	Place:	

**Annexure- C**
**Declaration**

(Duly Notarized) on Rs. 300/- Non-Judicial Stamp Paper  
(As per tender condition no: 41)

I \_\_\_\_\_ authorized signatory of  
M/s \_\_\_\_\_ for Tender No. \_\_\_\_\_,  
certify that Mr./ Mrs./ Ms. \_\_\_\_\_ is our  
Company's authorized representative and he/ she is employee of our Company/  
Firm. It is further declared that he/ she is not representative/ employee of any  
other Company/ Firm.

He/ She is authorized for coordination/ follow up relating to this tender.

Details of Authorized Representative

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Office Address: \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Accepted and confirmed the above facts

Specimen Signature: \_\_\_\_\_

It is certified that signed made by above authorized representative in my presence.

Signature of Authorized signatory: \_\_\_\_\_

Full Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Office Address: \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of bidder :		Company's Round Seal:
Date:	Place:	