

STANDARD BIDDING DOCUMENT (SBD) FOR CM SOLAR MISSION GOVERNMENT OF MEGHALAYA



Tender Reference No: MNREDA/2000/2023/9

Meghalaya New and Renewable Energy Development Agency
Near BSF Camp, PO-Nongmynsong,

Shillong, Meghalaya – 793019

E-mail: mnreda.dir@gmail.com | Website: www.mnreda.gov.in

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1 Notice Inviting Bids

Government of Meghalaya

CM Solar Mission

Tender Reference Number: MNREDA/2000/2023/9

MNREDA, Government of Meghalaya invites online open bids in Three (3) bid/cover system for Supply, Installation, Testing, Commissioning and Comprehensive maintenance of 0.85 KVA and 1.7 KVA Solar Hybrid Inverter Systems at East Garo Hills District and North Garo Hills District in the state of Meghalaya

The closing date and time for submission of bids is 16/10/2024, 03:00 PM. For details log on to <https://mnreda.gov.in/> or on the e-procurement portal www.meghalayatenders.gov.in.

Inviting Authority

2 Definitions and Abbreviations

2.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this SBD and Agreement have the following meanings:

- 2.1.1 “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- 2.1.2 “Standard Bidding Documents” means Standard Bidding Document submitted by respondents in response to the SBD issued by Meghalaya Renewable Energy Development Agency (MNREDA), on behalf of Government of Meghalaya for selection of successful bidder.
- 2.1.3 “Competent Authority” means the Commissioner & Secretary, Power Department, Government of Meghalaya.
- 2.1.4 “Committee” means Tender Evaluation committee constituted for evaluation of Technical Standard Bidding Documents.
- 2.1.5 “Bidder” means a person who:
 - a. has obtained the Tender Documents in accordance with the Tender Notice; and
 - b. submits a Bid in accordance with the Tender Documents; and the term Bidders shall be construed accordingly.
- 2.1.6 “Agreement” means the Agreement signed by the parties for engagement along with the entire documentation specified in the SBD.
- 2.1.7 “Day” means Calendar Day.
- 2.1.8 “Effective date” means the date on which the agreement comes into force and effect.
- 2.1.9 “ITB” means Instructions to Bidders, specified in Section II of SBD
- 2.1.10 “SBD means Standard Bidding Documents
- 2.1.11 “Government” means the Government of Meghalaya.
- 2.1.12 “Member” means any of the entities that make up the joint venture / consortium /association, in relation to responding to this SBD.
- 2.1.13 “MNREDA” means Meghalaya Renewable Energy Development Agency
- 2.1.14 “SOW” means Scope of Work for the Respondents, specified in Section III of SBD. “
- 2.1.15 “Scheme” shall mean the CM Solar Mission of the Government of Meghalaya.
- 2.1.16 “Selection Committee” means District Level Selection committee comprising of Deputy Commissioner, District Project Officer and District level Branch Manager of the concerned or nominated bank.

3 Fact Sheet

| Sl.No. | Particulars | Details |
|--------|--|---|
| 1. | Tender reference no. | MNREDA/2000/2023/9 |
| 2. | Name of the work | Supply, Installation, Testing and Commissioning and Comprehensive maintenance of 0.85 KVA and 1.7 KVA Solar Hybrid Inverter Systems at East Garo Hills and North Garo Hills District of Meghalaya. |
| 3. | Date of publication of NIT on website www.meghalayatenders.gov.in | 26/09/2024 |
| 4. | Period of downloading of bidding documents | Start date & Time: 26/09/2024, 6.00 P.M End date and Time: 17/10/2024, 03.00 P.M |
| 5. | Pre-bid queries submission date | Start date & Time: 26/09/2024, 6.00 P.M End date and Time: 05/10/2024, 3.00 P.M. Email Id:- mnreda.dir@gmail.com |
| 6. | Date & time of Pre-bid meeting | 07/10/2024, Time: 11.00 A.M. |
| 7. | Bid online submission | Start date: 10/10/2024, Time: 10.00 AM End date: 16/10/2024, Time: 03.00 PM |
| 8. | Opening of Bid and Bid Application Letters | Date: 17/10/2024, Time: 03.30 PM |
| 9. | Submission of original copies of Bid fee & EMD (Offline) | Date:16/10/2024, Time: 03:00 PM |
| 10. | Tender fee | Rs. 5,000/- |
| 11. | Earnest Money Deposit | INR 6,25,000/- |
| 12. | Contract Period | 5 (five) years from date of LOA till end of Comprehensive Maintenance period or Warranty |
| 13. | No. Of Covers | Three (3) cover system: 1) Pre-Qualification Cover (Document as per PQ Criteria, along with scanned copy of tender Fee, EMD and cover letter along with power of attorney). 2) Technical Qualification Cover (Document as per Technical Criteria). 3) Financial Bid Cover (BOQ in the form of .xls files) |
| 14. | Name & address of office inviting tender | Director, Meghalaya New & Renewable Energy Development Agency, Near BSF Camp, PO-Nongmynsong, Shillong, Meghalaya – 793019. E-mail: mnreda.dir@gmail.com |
| 15. | Contact no. of procurement officer | 0364-2953755 |
| 16. | Helpline no. of e-procurement | 0364-2953755 |
| 17. | Authority inviting bids | Director, Meghalaya Renewable Energy Development Agency (MNREDA) |
| 18. | Address | Director, Meghalaya New & Renewable Energy Development Agency, Near BSF Camp, PO-Nongmynsong, Shillong, Meghalaya – 793019 E-mail: mnreda.dir@gmail.com |

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|-----|------------------------------|---|
| 19. | Method of Selection | Least Cost Selection (L1) |
| 20. | Pre-Bid Meeting Link | https://meet.google.com/bbm-jawd-aoa |
| 21. | Mode of submission of tender | Online through www.meghalayatenders.gov.in |

Note: The tender fee and Earnest Money Deposit (EMD) in original must be submitted on any working day before the last date and time of submission of bids. If tender fee and EMD are not received before mentioned date and time, tender shall not be accepted

Place for receiving of tender fee & EMD with cover letter:

Director-cum-Member Secretary,
Meghalaya New & Renewable Energy Development Agency,
Near BSF Camp, PO-Nongmynsong, Shillong, Meghalaya – 793019
E-mail: mnreda.dir@gmail.com.

A copy of the tender fee and EMD as well as cover letter will need to be uploaded on the e-tender portal.

4 Introduction

Meghalaya, in the North-eastern part of India, has an area of 22,429 sq. km and a population of 29,66,889 as per the 2011 census. The projected population in 2021 is approximately 38 lakhs at a decadal growth rate of 27.9%. A majority (over 80%) of the state's population lives in rural areas, with the exception of the East Khasi district, where only 58% lives in rural areas. The state has a highly mountainous terrain with 12 hill districts tucked away in the hills. The population density in the state is only 132 persons/ sq. km. far less than the national average. The state is mainly characterized by remote rural settlements and villages. This, when combined with the mountainous terrain, makes accessibility of facilities such as laying power distribution lines difficult and expensive.

Grid connectivity and access to electricity is a problem that impacts a majority of the predominantly rural population in state. Frequent power outages are also a cause of concern which impacts the population even when connected to the grid. The rough terrain and prevalence of rainfall in the state also makes operation and maintenance of power distribution lines difficult. Meghalaya is a highly resource rich state and is projected to grow at 11.52% as per the State Budget FY 2023-2024. However, access to electricity is a critical factor which will impact the economic growth. The state's power generation capacity has been insufficient to meet its growing demand, leading to frequent power outages in some areas. To compound the matter the vagaries of monsoon put the state power sector under great strain during the lean season when the water discharge in the rivers and reservoirs are all time low.

It is a cause of grave concern that the prevalent power poverty is a serious issue across the state. There is an urgent need to address this issue given its direct impact on social development parameters such as health, education, and livelihood. Renewable energy can address the issues of availability and accessibility of power to a significant extent. Meghalaya lies in an ecologically sensitive region, hence the sources of electricity, and power distribution should be such that it does not cause any adverse impacts on the ecology of the state. In order to promote clean and sustainable growth and access to power, the focus should thus be on renewable energy sources to cater to the energy needs of the state. Due to the hilly nature of the state's terrain and remote nature of villages and settlements, feasibility of Solar Power, is high and suitable for the energy needs of homes providing clean and affordable energy for a large section of Meghalaya's population. This would result in energy security, improved access to services and greater productivity for the majority of the state's population. Keeping these factors in mind, the state government has decided to launch the CM Solar Mission to provide energy security to the people.

The scheme aims to provide standalone power systems to beneficiaries with hybrid solar inverters and solar water heaters. A hybrid solar inverter combines the capabilities of a conventional inverter, a battery charger, and a solar charge controller in a single device. This kind of inverter functions with grid electricity and solar panels, making it possible to easily incorporate renewable energy into a household's power system. The inverter can convert to backup battery mode in the case of a power failure to keep vital loads powered. The CM Solar Mission offers a range of capacities to cater to diverse needs. For small households with lower electricity requirements and PMAY beneficiaries, 850 VA inverters are being offered. Also, 1.7 kVA system will be available for small households and PMAY beneficiaries. Medium- sized households can benefit from the 3 kVA systems, while 5 kVA systems are being provided to large households. 25 kVA systems are being offered for schools, MSMEs, poultry farms, Khadi industries, hospitals, PM Employment Generation Programme (PMEGP) beneficiaries, and CSCs. 40 kVA systems are being provided to hospitals, hotels, clubs, large scale factories, offices, colleges. By providing this range of options, it is being ensured that every individual and institution can benefit from this sustainable solution. Additionally, 1.1 kVA and 2.2 kVA systems with fans and lighting are being provided to L.P. Schools.

Access to clean and affordable energy has direct correlation with MPI (Multi -Dimensional Poverty Index). The scheme is expected to have a multiplier effect on society as a whole. It will enable the state towards green transition and is in alignment with Sustainable Development Goal-7(Access to affordable and clean energy).

The SBD includes the following documents:

- a. Section I: Invitation for Standard Bidding Documents
- b. Section II: Instruction to bidder (ITB)
- c. Section III: Scope of Work (SOW)
- d. Section IV: Technical Standard Bidding Document (TP)
- e. Section V: Opening and Evaluation of Bids
- f. Section VI: Award of Contract

5 Section-I: Invitation for Standard Bidding Documents (SBD)

Meghalaya New and Renewable Development Agency (MNREDA) is a state nodal Agency under the administrative control of the Power Department, Government of Meghalaya. Meghalaya New and Renewable Energy Development Agency was set-up on 14.09.87 as a State Nodal Agency for the Ministry of New and Renewable Energy Sources, Govt. of India. The Agency was registered under the Meghalaya Societies Registration Act 12 of 1983. The aims and objective of the Agency is to formulate and implement demonstration, experimental, promotional and extension projects and programs related to New and Renewable Energy. MNREDA invites Standard Bidding Documents for Design, Supply, Installation, Testing, Commissioning and Maintenance for Solar Hybrid Inverter Systems at East Garo Hills District and North Garo Hills District in the state of Meghalaya on a Turnkey basis.

Firms having experience in execution of similar projects are eligible to participate in this tender process. The firm should have financial capability to undertake the assignment and key personnel should have experience in executing eligible assignments as specified in SBD document.

The “Standard Bidding Document” is available on the website: www.meghalayatender.gov.in and www.mnreda.gov.in for downloading. Bidder shall submit Earnest Money Deposit (EMD) along with bid document fee amount in the form of Demand Draft/Bank Guarantee in favour of Member Secretary cum Director, MNREDA payable at Shillong. Standard Bidding Documents should be submitted on or before the last date of submission as mentioned in the Fact Sheet. The Competent Authority reserves the right to reject any or all the Standard Bidding Documents in whole or part without assigning any reasons.

MNREDA intends to select in accordance with the selection procedure given in this SBD Time, Date and Place for opening of Standard Bidding Documents as mentioned in the SBD.

Address for Communication:

Director, Meghalaya New and Renewable Energy Development Agency (MNREDA), Near BSF Camp, PO-Nongmynsong, Shillong, Meghalaya – 793019

E-mail: mnreda.dir@gmail.com | Website: www.mnreda.gov.in

6 Section-II: Instructions to Bidders (ITB)

6.1 Detailed Instructions

- 6.1.1 The guidelines to submit bid online can be downloaded from website www.meghalayatenders.gov.in.
- 6.1.2 The interested bidders can download the bid from the website www.meghalayatenders.gov.in.
- 6.1.3 To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mention digital signature certificate from any approved s (CCA). Bidders, who already possess valid Digital Certificates, need not to procure new Digital Certificate.
- 6.1.4 The bidders have to submit their bids online in electronic format with digital Signature. The bids without digital signature will not be accepted. No Standard Bidding Document will be accepted in physical form.
- 6.1.5 Bids will be opened online as per time schedule mentioned above.
- 6.1.6 Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender document. Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
- 6.1.7 Bidders have to produce the original Demand Draft towards Tender fee & EMD in approved form to the authority in favor of the "Member Secretary cum Director, MNREDA payable at Shillong.
- 6.1.8 On the date & time as mentioned in the NIT failing which bidder will be disqualified. The details of cost of documents, EMD specified in the tender documents should be the same as submitted online (scanned copies) otherwise tender will summarily be rejected.
- 6.1.9 Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority.
- 6.1.10 The department will not be responsible for delay in online submission due to any reason.
- 6.1.11 All the required information for bid must be filled and submitted online.
- 6.1.12 Other details can be seen in the bidding documents.

6.2 Security Deposit/performance

- 6.2.1 The Successful bidders must submit Security Deposit in the form of Bank Guarantee one week from the date of receipt of LOA of an amount of INR 15,55,000/-.
- 6.2.2 The BG should be valid for a period of one month beyond the project completion date from the date of signing agreement and shall be extended up to:
- a. The period of comprehensive maintenance period of solar hybrid inverter systems
 - b. The BG must be renewed before the expiry date for a further period of one year and if not renewed prior to expiry, it will be forfeited. The BG shall be valid till the end of comprehensive maintenance contract.

6.3 Period of Bid Validity

- 6.3.1 Bids shall remain valid for 6 months from the date of opening of financial bid. A bid valid for a shorter period shall be rejected by MNREDA as non- responsive.
- 6.3.2 In exceptional circumstances, MNREDA may solicit the Bidder's consent to extend the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify its bid.

6.4 Details of documents to be furnished for online bidding

- 6.4.1 Scanned copies of the following documents to be up-loaded in pdf format on the website www.meghalayatenders.gov.in:
- a. DD towards Tender fee
 - b. Duly pledged EMD
 - c. GST certificate.
 - d. PAN Card
 - e. Audited Balance sheet of last three years with Income Tax Return (ITR)
 - f. Notarized Power of Attorney/Authorization Letter
- 6.4.2 Scanned Copies of the Annexure as per the enclosed formats should be uploaded after converting the same to .pdf format:
- a. Annexure 1: Covering letter
 - b. Annexure 2: Agreement of engagement
 - c. Annexure 3: Details of the bidder
 - d. Annexure 4: Format of financial bid
 - e. Annexure 5: General technical particulars and technical specifications
 - f. Annexure 6: Declaration of insolvency
 - g. Annexure 7: Declaration regarding blacklisting
- 6.4.3 Duly filled in & digitally signed Price Bid.
- 6.4.4 Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post.
- #### **6.5 Carbon credit**
- 6.5.1 The successful bidders cannot claim carbon credits for implementation of the project. MNREDA and Government of Meghalaya reserves the exclusive right to claim carbon credits from this project.

6.6 Conflict of interest

MNREDA requires that the successful bidder should provide professional, objective, and impartial advice purely based on standard and accepted technical norms and at all times hold the MNREDA's interest's paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. The norms should be based on sound engineering principles guided by all connected codes and guidelines issued from time to time by central and state authorities.

6.7 Validity of Standard Bidding Documents

Standard Bidding Documents shall remain valid for the period of engagement as prescribed in SBD. A Standard Bidding Document valid for shorter period may be rejected as non-responsive.

6.8 Right to accept Standard Bidding Document

MNREDA reserves the right to accept or reject any Standard Bidding Document, and to annul the Engagement process and reject all Standard Bidding Documents at any time prior to the signing of the agreement, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.

6.9 Fraud and Corruption

- 6.9.1 MNREDA requires that the successful bidder through this SBD must observe the highest standards of ethics during the performance and execution of such agreement. In pursuance of this policy, defines, for the purposes of this provision, the terms set forth as follows:
- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MNREDA or any personnel of Successful bidder(s) in contract executions.
 - b. "Fraudulent practice" means a miss-presentation of facts, in order to influence a procurement process or the execution of a contract, to MNREDA, and includes collusive practice among Respondents (prior to or after Standard Bidding Document submission) designed to establish Standard Bidding Document prices at artificially high or non-competitive levels and to deprive MNREDA of the benefits of free and open competition.
 - c. "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was given by the MNREDA in Section III.
 - d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- 6.9.2 MNREDA shall reject a Standard Bidding Document for award, if it determines that the respondent recommended for award, has been determined by MNREDA to having been engaged in corrupt, fraudulent or unfair trade practices.
- 6.9.3 MNREDA shall declare a bidder ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Successful bidder has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

6.10 Other Conditions

- 6.10.1 The successful bidder would be responsible for Design, Supply, Installation, Testing, Commissioning and Maintenance for Solar Off grid Inverter Systems, Solar Hybrid Inverter Systems in Meghalaya during the contract period. No additional claims would be made by the successful bidder for logistics, freight, insurance etc.
- 6.10.2 The scheme envisions providing an end-to-end solution including supply, installation, maintenance, and effective grievance redressal.

6.11 Beneficiary break-up details

| Sl. No | Component name | Number of beneficiaries |
|--------|--|-------------------------|
| 1. | 0.85 KVA Solar Hybrid Inverter Systems | 253 |
| 2. | 1.7 KVA Solar Hybrid Inverter Systems | 101 |

6.12 Clarifications and amendments of SBD Document

During technical evaluation of the Standard Bidding Documents, MNREDA may, at its discretion, ask Respondents for clarifications on their Standard Bidding Document. The Respondents are required to respond within the time frame prescribed by MNREDA.

6.13 Amendments in SBD

At any time prior to deadline for submission of Standard Bidding Document, MNREDA may for any reason, modify the SBD. The prospective Respondents having received the SBD shall be notified of the amendments through website and such amendments shall be binding on them.

6.14 Process for Engagement of Respondents

MNREDA intends to engage successful bidder for supply, installation, commissioning, and maintenance of 0.85 KVA and 1.7 KVA solar hybrid inverter systems under the CM Solar Mission in East Garo Hills District and North Garo Hills District in the state of Meghalaya. The scope of work is indicated in Section III.

6.15 Pre-qualification/Eligibility Criteria

| Sl.No. | Criteria | Eligibility | Supporting documents |
|--------|---|---|--|
| 1. | Certificate of Incorporation/Registration | <p>A company in corporate in India under the Companies Act, 1956 or 2013 including any amendment thereto.</p> <p>OR</p> <p>Partnership firm registered under Indian Partnership Act 1932.</p> <p>OR</p> <p>Limited Liability Partnership registered under LLP Act 2008.</p> <p>OR</p> <p>Proprietorship Firm Registered under Shop and Establishment Act.</p> <p>OR</p> <p>A Joint Venture should be a company incorporated under the Companies Act. (Shareholders can be a combination of companies/ LLPs/ partnership-firms/ Proprietorships (individuals)). The person with the maximum shareholding should be designated as the leader. In case of equal share holding, the JV members shall nominate one of the members as the leader.</p> <p>The firm should be in the business form last 3 financial years</p> | <p>A copy of certificate of incorporation shall be furnished along with the bid in support of above in case of company/LLP/JV and partnership deed/ agreement in Case of partnership/ LLP. Copy of Registration certificate firm Copy of PAN.</p> <p>Copy of GST Last 3 Years Audited Accounts, copies of ITRs (All the tender documents should be signed by the authorized person nominated in the Power of Attorney in case of company/ LLP/ Partnership Firm/ JV and Proprietor in Case of Proprietorship firm)</p> |
| 2. | Annual Turnover | <p>Average annual financial turnover should be Rs.93.10 Lakhs during last 3 financial years (2021-22, 2022-2023, 2023-24)</p> | <p>CA certificate clearly stating Annual Turnover & audited balance sheet</p> |

STANDARD BIDDING DOCUMENT (SBD) FOR CM SOLAR MISSION
GOVERNMENT OF MEGHALAYA

| | | | |
|----|---|---|--|
| | | ended on 31st March 2024 | |
| 3. | Past Experience | a) In the last 7 years (2017-18 to 2023-24) Bidder should have ongoing or completed minimum one similar & relevant project of minimum value of Rs.2.48 Crores for supply, installation & commissioning of solar inverter chargers, Solar Home Lighting Systems, Solar Pump, Solar Stand-alone Street Lighting system and Solar Power Plants in State Govt. organization or Central Govt. organization or any Govt. undertaking or any local bodies or any aided organizations or Govt. Universities or Corporations or autonomous bodies | Copy of work order /Completion certificate |
| 4. | Valid Certificate | The Bidder must be in possession of the valid test certificates from MNRE/ BIS/ NABL authorized test laboratories only for the major components like, SPV Module, Inverter, Solar charge controller, cables, Earthing, LA etc. Such test certificates must have the IEC and IS / BIS standards from any valid MNRE/ BIS/ NABL accredited test labs | Submit component wise data sheets and test certificates/reports in the name of OEM along with the authorization letter from Original Equipment Manufacturer (OEM). |
| 5. | Non-blacklisting self-declaration | The Bidder should have not been debarred/blacklisted by any Govt. Depts/ organization/ PSUs / Institutions/agencies/ autonomous Organizations. | As per Format provided |
| 6. | No pending litigation in any court of law | The Bidder/Firm should not have any pending litigation on the subject matter in any court of law and a declaration to that effect has to be furnished for Pre-Qualification. | Declaration deed duly Notarized |

Note: Cover Letter, Tender Fee, EMD along with Power of attorney needs to be uploaded on e-tendering website together with the above Pre-Qualification documents.

6.16 Technical Qualification Criteria

| Sl. No. | Criteria | Marks | Marks Obtained | Supporting Documents |
|---------|---|-------|----------------|---|
| 1. | <p>Similar work experience of the bidders, quantified in terms of number of completed/Ongoing projects during last 7 years (till last day of month before the one in which applications are invited)</p> <p>(a) Completed/ongoing One (1) similar works with value of Rs. 2.48 Crore or more. (30 marks for 1 such project)</p> <p style="text-align: center;">Or</p> <p>(b) Completed/ongoing Two (2) similar works each with value not less than Rs.1.55 Crores (15 marks for each project capped at a maximum of 2 such projects)</p> <p style="text-align: center;">Or</p> <p>(c) Completed/ongoing similar Three (3) works each with value not less than 1.24 Crores (10 marks for each project capped at a maximum of 3 such projects)</p> | 30 | | Work order/Completion Certificate/CA Certificate |
| 2. | <p>Prior work experience of the bidders in similar works in similar geographies (i.e., Northeast India, or other Himalayan States during last 7 years (till last day of month before the one in which applications are invited).</p> <p>Completed One (1) similar works with value of Rs.2.48 Crores or more. (20 marks capped at maximum of such project).</p> | 20 | | Work order/Completion Certificate/Part Completion certificate |
| 3. | <p>Bidder must have ongoing or completed projects having comprehensive Annual Maintenance Contract (AMC) component. Such project should be of value not less than Rs.31.03 Lakhs. The following marking scheme will be applicable: -</p> <p>-AMC duration up to 2 Years – 2.5 marks -AMC duration above 2 Years -5 marks</p> | 5 | | Work order/Completion Certificate |

| | | | | |
|----|---|------------|--|-------------------------------|
| | | | | |
| 4. | Average Annual Turnover of the firm for Last 3 financial years ending on 31st March of the previous year. a) Rs.3.72 Crore and above: 15 marks b) Rs.3.10 Crore to Rs.3.71 Crore: 10 marks c) Rs. 2.48 Crores to Rs.3.09 Crore: 5 marks | 15 | | CA certificate, P&L Statement |
| 5. | Detailed implementation plan -Site survey demonstration & plan, digital system for approval and monitoring. | 30 | | Work Plan |
| | Total | 100 | | |

Bidders who score a minimum of 75 marks shall be considered for financial bid evaluation.

6.17 Assignments Of Similar Nature During Last 5 Years

| Sl.No. | Name of the assignment and brief Scope | Name of the Project | Client of Project assignment | Assignment Awarded By | Cost of the Assignment | Date of Commencement | Date of completion | Assignment satisfactorily completed |
|--------|--|---------------------|------------------------------|-----------------------|------------------------|----------------------|--------------------|-------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

The firm also has to give details of the On-going similar assignment in the above format. The above- mentioned work experience must be supported by documentary evidence.

6.18 Disqualifications

MNREDA may at its sole discretion and at any time during the evaluation of Standard Bidding Document, disqualify any Respondent, if the Respondent has:

- 6.18.1 Submitted the Standard Bidding Document documents after the response deadline.
- 6.18.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 6.18.3 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding two years;
- 6.18.4 Submitted a Standard Bidding Document that is not accompanied by required

- documentation or is non-responsive;
- 6.18.5 Failed to provide clarifications related there to, when sought;
 - 6.18.6 Submitted more than one Standard Bidding Document;
 - 6.18.7 Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
 - 6.18.8 Submitted a Standard Bidding Document with price adjustment/variation provision.

6.19 Standard Bidding Document

The Respondent is expected to examine all the instructions, guidelines, terms and condition and formats in the SBD. Failure to furnish all the necessary information as required by the SBD on submission of a Standard Bidding Document not substantially responsive to all the aspects of the SBD shall be at Respondent's own risk and may be liable for rejection. The entire set of SBD is available for download at: www.mnreda.gov.in and www.meghalayatenders.gov.in

6.20 Pre-Standard Bidding Document Queries

- 6.20.1 The prospective Respondent, requiring any clarification on SBD may notify the same in the form of query to MNREDA latest by the date as mentioned in the SBD on **mnreda.dir@gmail.com**. MNREDA's response as well as the clarifications sought (including an explanation of the query but without identifying the source of inquiry) will be uploaded to the website for all the prospective Respondents interested in submitting the SBD.
- 6.20.2 Preparation of Standard Bidding Document the Respondents shall comply with the following related information during preparation of the Standard Bidding Document-
 - a. The Standard Bidding Document and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Standard Bidding Document.
 - b. The Standard Bidding Document shall be typed and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent. The letter of authorization shall be indicated by authenticated Power of Attorney and shall accompany the Standard Bidding Document.
 - c. In addition to the identification, the covering letter (Annexure - 1) shall indicate the name and address of the Respondent to enable the Standard Bidding Document to be returned in the case it is declared late, and for other purposes.
 - d. Standard Bidding Documents received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete Standard Bidding Documents in the form indicated above received prior to the closing time and date of the Standard Bidding Documents shall be taken as valid.
 - e. Respondents are not permitted to modify, substitute, or withdraw Standard Bidding Documents after its submission.
 - f. Submission, Receipts and Opening of Standard Bidding Documents
 - g. The Respondent shall submit the Standard Bidding Document in which the covering letter (Annexure:1) shall be in hard copy. However, during the course of evaluation of Standard Bidding Document, as well as during the period of agreement, the competent authority has the right to carry out a due diligence in a fashion relevant to understand the facts.

6.21 List of documents to be submitted as part of Standard Bidding Document

6.21.1 Standard Bidding Document Form

Covering letter for engagement of Successful bidders in Annexure:1

6.21.2 Technical Standard Bidding Document – details

a. Applicants shall submit the technical Standard Bidding Document in the formats specified. While submitting the Technical Standard Bidding Document, the Applicant shall, in particular, ensure that:

- i.** A brief description of the firm and an outline of the relevant past experience on project and highlighting at least two experiences on solar projects in the format given in Form.
- ii.** Any comments or suggestions of the bidders on the Terms of reference as given in Format.
- iii.** The Technical Standard Bidding Document shall not include any financial information relating to the Financial Standard Bidding Document.
- iv.** MNREDA reserves the right to verify all Statements, information and documents, submitted by the Applicant in response to the SBD. Failure of MNREDA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of MNREDA there under. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the successful bidder either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this SBD, be liable to be terminated, by a communication in writing by MNREDA without MNREDA being liable in any manner whatsoever to the Applicant, as the case may be.

In such an event, MNREDA shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to MNREDA for, inter alia, time, cost and effort of MNREDA, without prejudice to any other right or remedy that may be available to MNREDA.

6.21.3 Financial Standard Bidding Document – details

- a.** Applicants shall submit the financial Standard Bidding Document in the formats at Annexure- 4 clearly indicating the total cost of the work in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Standard Bidding Document, the lower of the two shall be taken into account.
- b.** While submitting the Financial Standard Bidding Document, the Applicant shall ensure the following:
 - i.** All the costs associated with the assignment shall be included in the Financial Standard Bidding Document. The total amount indicated in the Financial Standard Bidding Document shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Standard Bidding Document, it shall be considered non-responsive and liable to be rejected.

- ii. The Financial Standard Bidding Document shall take into account all expenses and tax liabilities including the GST. For the avoidance of doubt, it is clarified that all taxes as are applicable or may become applicable shall be deemed to be included in the costs shown under different items of the Financial Standard Bidding Document. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- iii. Costs (including break down of costs) shall be expressed in INR.
 - The Bidders are required to quote the price up to two decimal points.
 - Submission of Standard Bidding Documents by Respondents
 - Respondent shall submit responses (referred to as 'Standard Bidding Documents' herein) only to the contact person mentioned in this SBD.

6.22 Standard Bidding Document Opening

Standard Bidding Documents will be opened through online on the date and time as mentioned in the Fact sheet of this SBD. The summary of the evaluated bids shall be uploaded to the online portal only.

6.23 Evaluation Criteria and Evaluation of Standard Bidding Documents

6.23.1 MNREDA will evaluate the Standard Bidding Document receipt through MNREDA Tender Evaluation Committee for a detailed scrutiny. During evaluation of Standard Bidding Documents, MNREDA, may, at its discretion, ask the Respondents for clarification of their Standard Bidding Documents. The evaluation method will be as follows:

a. Least Cost Selection

***Abnormally high and low bids shall be rejected.**

6.23.2 The process for evaluation of Standard Bidding Documents is as given below:

- a. Technical Evaluation: If a Technical Standard Bidding Document is determined as not substantially responsive, MNREDA will reject it. Technical Standard Bidding Documents conforming to eligibility criteria will be taken up for detailed technical evaluation. The Evaluation shall be done on Least Cost Selection method. The respondents would be required to make presentation before the Tender Evaluation Committee during Technical evaluation.
- b. The technical evaluation of bids will be carried out in two stages:
 - i. The first stage will involve the evaluation of the responsiveness of the Bid Application Letters as per the eligibility criteria outlined in this SBD. And only the eligible/qualified bidders shall be considered for further technical evaluation which is the 1st stage of the bidding evaluation process. Least Cost Based shall be followed for financial evaluation. In the technical evaluation stage, bidders will be evaluated as per the criteria laid out in this SBD.
 - ii. Only those bidders who score 75 marks out of 100 will be selected for financial evaluation.
 - iii. The final selection will be based on Lowest Quote i.e. L1 basis.

6.24 Evaluation Method

6.24.1 It will be Least Cost Selection (LCS). Bids of all Bidders shall be evaluated based on the above-mentioned criteria to arrive at a Technical Score for Each Bidder. Only bids having a Technical Score greater than 75 marks shall be qualified for the next stage: i.e. opening of the financial bid. The bidder having the lowest quote L-1 shall be awarded the work.

6.24.2 If in case, there exists two bidders quoting the same L-1 price, then the bidder having higher technical score shall be declared winning bidder.

6.25 Engagement

The successful bidder would be engaged for 5 years with MNREDA from the date of commissioning. However, the remaining assignments/ projects in hand at the time of completion of 5-year period would have to be completed by the successful bidder within time period as may be mutually agreed but the final decision lies with MNREDA.

6.26 Timelines and Penalties

6.26.1 Timelines for implementation of the project:

| Sl No. | Particulars | Time Period | Days |
|--------|--|-------------|------|
| 1. | NOA/LOA issued to successful bidder | | |
| 2. | Kick-off meeting between stakeholders | T0 | |
| 3. | Distribution of sites and survey from DC/MNREDA/Power Department to be completed | T0+30 | 30 |
| 4. | Survey/Inspection done in batches and completion report submitted | T0+60 | 30 |
| 5. | Concurrence with MNREDA | T0+67 | 7 |
| 6. | Report Submission (BOM details site wise) and approval | T0+74 | 7 |
| 7. | Certification and Billing for supply part | T0+134 | 60 |
| 8. | Installation/ Testing/ Commissioning complete in all aspects | T0+194 | 60 |

6.26.2 Penalties

| S.No. | Parameter | Deliverable | Penalty |
|-------|---|--|---|
| 1. | $\% \text{ System Availability per unit/plant} = 100\% * \{Y - (GF + FM + NOR + S + U)\} / \{Y - (GF + FM + NOR)\}$ <p>GF = Grid Failure FM = Force Majeure NOR = Non-Operational Y = Total available Hours in a year S = Scheduled Breakdown Hours U = Unscheduled Breakdown Hours</p> | System Availability shall be at least 95%. | For every dip in percentage of MA below 95%, 0.5% of O&M charges shall be deducted from PBG and shall be limited upto a maximum of 2.5% of O&M charges for the year (O&M here is the CMC) |
| 2. | Grievance redressal mechanism | The vendor will have a representative in all the districts to address maintenance related grievances from the beneficiaries. All written grievances should be responded in three days and resolved in 10 days. | Rs. 500/- per pending grievance from the Performance guarantee beyond the deliverable. |

| | | |
|----|--------------------|---|
| 3. | Liquidated Damages | Shall be imposed @0.5% of the value of the delayed installation or of the unexecuted portion of the work for each week of the delay and part thereof subject to a maximum of 5% of the total value of the contract if the contractor does not successfully implement the project as per the implementation schedule and tender scope. |
|----|--------------------|---|

Maximum penalty under the contract shall be 10% of the monthly/annual billing at any point of time. In case where the maximum penalty is breached, the authority can take action including legal action against the bidder.

6.27 Confidentiality

Information relating to the examination, clarification and comparison of the Standard Bidding Documents shall not be disclosed to any Respondents or any other persons not officially concerned with such process until the engagement process is over. The undue use by any Respondent of confidential information related to the process may result in rejection of its Standard Bidding Document. During the execution of the project except with the prior written consent of MNREDA, the successful bidder and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Agreement.

6.28 Amicable Resolution

- a. In the event of any dispute between the Parties, either Party may require such dispute to be referred to the Director-cum-Member Secretary, MNREDA and the Chairman of the Board of Directors/governing body/competent authority of the successful bidder for amicable settlement. Upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute.
- b. If the dispute is not amicably settled within 15 (fifteen) days of the meeting for amicable resolution between the parties; either Party may refer the Dispute to arbitration in accordance with the provisions of subsequent clause.

6.29 Arbitration

- a. Any dispute which is not resolved amicably shall be finally decided by reference to arbitration by a Board of Arbitrators
- b. The provisions of the Arbitration and Conciliation Act, 1996 and Rules thereunder will be applicable, and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of such Arbitration proceedings will be held at Shillong, Meghalaya, India. Any legal dispute will come under the sole and exclusive jurisdiction of Shillong (Meghalaya), India. The language of arbitration proceedings shall be English.
- c. The Board of arbitrators shall consist of 3 arbitrators, with each Party appointing one arbitrator and the third arbitrator being appointed by the two arbitrators so appointed. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then

the Arbitrator shall be appointed by the High Court of Meghalaya, Shillong.

- d. The Arbitrator shall make a reasoned award (the "Award"). Such award shall be implemented by the parties concerned within such time as directed by the Arbitrator in such Award.
- e. The Successful Bidder and the State Nodal Agency (MNREDA) agree that an Award may be enforced against the Successful Bidder and/or the State Nodal Agency and their respective assets wherever situated as stated in Arbitration Award. Both the Parties to bear their own cost pertaining to the Arbitration Proceedings.

6.30 Exclusive Jurisdiction

The Courts of Meghalaya situated at Shillong shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

7 Section III: Scope of Work (SoW)

The scope of work includes end to end service comprising of the supply, installation, testing, commissioning and maintenance of solar hybrid inverters of 0.85KVA and 1.7KVA solar hybrid inverter systems at East Garo Hills District and North Garo Hills District, at various locations as per the technical specifications and terms and conditions of the tender document. The bidder shall also provide comprehensive maintenance for 5 years from the date of commissioning.

7.1 Scope of Work

- 7.1.1 Supply, installation, commissioning and maintenance of 0.85KVA and 1.7KVA solar hybrid inverter systems at East Garo Hills District and North Garo Hills District.
- 7.1.2 Delivery of all material to last mile shall be in the scope of the vendor without any additional claims.
- 7.1.3 The successful bidder shall have to make site survey in close coordination with MNREDA to identify a suitable location within the premises for the installation of the Solar Hybrid Inverter Systems, PCU, DCDB, ACDB, AJB, Earthing, LA including cable routing of PV Systems, cable routing for grid connectivity etc. The Scope of Work includes AC/DC cabling as per actual site requirement.
- 7.1.4 The successful bidder shall submit SITE SURVEY REPORT comprising of Single Line Diagram showing the position of components SPV Power Plant such as PV Module, PCU, DCDB, ACDB, AJB, Earthing, LA etc.) of each plant along with BOM.
- 7.1.5 The SITE SURVEY REPORT should be duly signed by the representative of successful bidder, User and representative of MNREDA and should get approved by MNREDA before execution of work.
- 7.1.6 The Scope of Work includes Warranty/ Guarantee of the Solar Power Plant and Annual Maintenance Contract as detailed in the SBD.
- 7.1.7 All components and works shall adhere to relevant Indian Standards, State and Central policies and regulations and all statutory provisions under the Indian Law.
- 7.1.8 The successful bidder shall be entirely responsible for the execution of scope of work in accordance to this SBD including but not limited to its specifications, schedule and annexure. The successful bidder shall further provide guarantee and be responsible for the quality and workmanship of all materials and completed works, survey, correct designs and drawings, correct delivery of materials, erection, testing, commissioning and mandatory maintenance.
- 7.1.9 Any other works which is not mentioned but necessary for successful commissioning, Guarantee / Warranty and Annual Maintenance Contract for 5 (five) years would be in the scope of bidder. All approvals required for successful commissioning of the systems shall be in the scope of successful bidder.
- 7.1.10 The successful bidder shall repair at its own cost any damages caused to premises of installation during implementation of the work. MNREDA will not be liable for any such damages caused.
- 7.1.11 The successful bidder shall maintain an active local office cum service center in each region where work is carried out under this tender to rectify faults within the stipulated timeframe described in the tender document.
- 7.1.12 Systems installed under this scheme shall meet technical specifications and construction standards as specified by MNRE/BIS/ISI/NABL/ISO/IEC/IS from time to time and standards specified in the SBD. Non-compliance will be taken seriously to the extent of blacklisting of successful bidder apart from taking action under any other law in force.

- 7.1.13 In line with maintenance and servicing report requirement, quarterly cleaning of dust from SPV panel shall be in the scope of successful bidder.
- 7.1.14 All final specifications (In line with MNRE specifications), bill of materials, quality assurance plan etc. shall be inspected, vetted and approved by MNREDA.
- 7.1.15 The successful bidder shall submit technical details of module, Inverter etc. and its test report, testing and commissioning report & handing over/taking over certificate of Plant, installed system photographs, and bill of material to MNREDA for future reference.
- 7.1.16 Operation manual containing the details of operation & maintenance practices, precautions etc. and the details of service centers, particulars of service personals shall be provided to each user / beneficiary and MNREDA.
- 7.1.17 MePDCL may be consulted before finalization of voltage level and specification is made accordingly. The successful bidder will ensure the appropriate voltage connections before installation of the inverter. MNREDA will not be responsible for any damage caused due to voltage fluctuations or faulty installations by the vendor.
- 7.1.18 The system shall be deemed to be successfully installed & commissioned after 72 (seventy-two) hours of trouble-free operation of the system in compliance with IEC/BIS/MNRE standards.
- 7.1.19 Any kind of co-ordination including those regarding clearance, permits etc needed with various departments and authorities must be taken up by successful bidder itself and same shall be discussed with MNREDA beforehand.
- 7.1.20 After successful installation, commissioning, testing with User Acceptance Test (UAT) of complete systems, the asset is to be jointly handed over to the User. The Commissioning Certificate and Handing over Certificate covering the details of all the materials used and total work executed must be signed jointly by the authorized representative of User, representative of successful bidder and MNREDA District Project Officer. The format for commissioning certificate & handing over certificate will be provided by MNREDA.
- 7.1.21 User Acceptance Test (UAT) shall comprise of measurement and reporting of all technical parameters of the system jointly signed by successful bidder, representative of MNREDA and User. All BIS/MNRE technical standards shall be applicable for such UAT including inspection of support structures, modules, mounting, cabling, equipment levels, markings, placards, manufacturer identification, specifications and ratings. Relevant IEC/BIS/MNRE standards shall be guiding standards for such tests or inspections.
- 7.1.22 Taking over certificate & Operational Acceptance Certificate as well as completion certificates (As per approved formats of MNREDA) shall be issued accordingly on completion of requisite works and completion of Contract Period, if the complete scope of work is completed.
- 7.1.23 Commissioning and Handing over Certificate duly signed by User, MNREDA District Project Officer & the successful bidder.
- 7.1.24 Layout and as built drawings of the plant including distribution network.
- 7.1.25 Site test reports and operational parameters of the Plants.
- 7.1.26 Levelled photographs of installed systems, minimum 10 (ten) levelled photographs of PV Modules etc. along with 3 (three) leveled photographs of sites (i) before installation, (ii) during installation and (iii) during imparting training to the user. The successful bidder shall not display the photograph of the work and shall not take advantage through publicity of the works without written permission of MNREDA.
- 7.1.27 Performance report for 3 (three) days after commissioning.
- 7.1.28 An undertaking by successful bidder certifying that the civil work will withstand the wind speed of 200-250 km/hr. in all weather conditions.
- 7.1.29 Two sets of engineering, electrical drawings, Installation & O&M manuals are to be submitted by the successful bidder to MNREDA.

7.1.30 Successful bidder shall provide complete technical data sheets for each equipment giving details of technical specifications along with make / makes, basic design of the PV Installation setup along with protection equipment.

7.2 Terms of Payment

MNREDA will release payment to the successful bidder as per the following schedule:

| Installments | Fee Payable | Amount |
|-----------------------------|---|--------|
| 1 st Installment | Mobilization Advance | 10% |
| 2 nd Installment | On successful supply of the equipment complete in all aspects from supply point of view as per BOM approved by MNREDA in the designated on a good condition project site. This shall be subject to certification by the district project officer of MNREDA. | 30% |
| 3 rd Installment | On successful installation, testing and commissioning of the equipment complete in all aspects and submission of all documents certified (installation certificate) duly by district project officer MNREDA and users in the designated project area. (Acceptance of UAT reports, SLD, Completion Certificate, Commissioning Certificate, and all other applicable documents) | 50% |
| 4 th Installment | 10% of the remaining payment shall be released as retention payment @2% per year for the next 5 years from the date of commissioning. | 10% |

The beneficiary list may be provided in single lot or in multiple batches.

7.3 Force Majeure

The contractor shall not be considered default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot. Only those clauses which have duration of more than seven days shall be considered cause of force/calendar majeure. A notification to this effect duly certified by concerned statutory or competent authority shall be given by the contractor to MNREDA by registered/speed post later. In the event of delay due to such causes, the delivery schedule will be extended for the length of time equal to period of force majeure or at the option of MNREDA, the order may be cancelled. Such cancellations would be without any liability whatsoever on the part of MNREDA. In the event of such cancellation, the contractor shall refund any amount advanced/paid to it by MNREDA and deliver back any materials issued to it by the purchaser and release facilities if any provided by the purchaser.

7.4 Termination for Insolvency

MNREDA may at any instance/time may terminate the vendor/successful bidder from the contract by giving written notice if the vendor/successful bidder become bankrupt or otherwise insolvent. In this event, termination will be without compensation, provided that such termination will not prejudice or affect any right of action/remedy which has accrued or will accrue thereafter to MNREDA.

7.5 Completion Period

There shall be a completion period of 195 days as mentioned below in the clause 6.26.1.

8 Section IV: Technical Standard Bidding Document

The following are the response formats to be used by bidders for Standard Bidding Document related to selection of bidders.

8.1 Standard Bidding Document Form

Covering Letter for selection of bidders. The Respondents are required to submit the covering letter in the Annexure-1. This Form should be in the letter head of the Respondents, who are submitting the Standard Bidding Document.

8.2 Technical Standard Bidding Document formats

The Respondents are required to submit their Technical Standard Bidding Documents in the formats given in this SBD.

8.3 Substitution And Withdrawal of Bids

- 8.3.1 A Bidder may substitute or withdraw its Bids after submission but prior to specified time on the Bid Due Date, provided that a written notice of the substitution or withdrawal is submitted to MNREDA.
- 8.3.2 If MNREDA receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute his original Bid, which shall be returned unopened.
- 8.3.3 If MNREDA receives a withdrawal notice before the specified time on the Bid Due Date, then MNREDA shall return the Bid to such Bidder unopened.
- 8.3.4 No Bid may be substituted or withdrawn after the specified time on the Bid Due Date.

9 Section V: Opening and Evaluation of Bids

9.1 Opening of Bids

- 9.1.1 MNREDA shall only open those Bids that are submitted on or before the specified time and place on the Bid Due Date.
- 9.1.2 MNREDA shall open the Bids at the time and on the date specified in the Bid Schedule and at the address set out below or any other address communicated to the Bidders:
Additional Secretariat, Shillong-793001
Office of Commissioner and Planning, Room No. -315
The Bids shall be opened in the presence of the Bidders whose designated representatives choose to be present.
- 9.1.3 The names of all Bidders who have submitted Bids will be listed out with details as per MNREDA guidelines/ procedures, at its sole discretion, may consider appropriate, will be announced and uploaded through online / any other mode as suitable.
- 9.1.4 The outer envelopes of the offline submitted documents will be opened to evaluate the cover letter as well as tender fee & EMD. Other details shall be opened / evaluated as submitted online portal only.
- 9.1.5 Once all the Bid Application Letters have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified Bidders. The procedure for evaluation of the responsiveness of the Bid Application Letters and the eligibility of Bidders is set out in this SBD.
- 9.1.6 The qualified Bidders will be informed of a date, time and place (if required) for the opening and evaluation of their Financial Bids.
- 9.1.7 Bids of only the qualified Bidders will be considered for opening and evaluation on the intimated date. All qualified bidders will have their financial bid opened on the following day. The Financial Bids will be evaluated as per the condition mentioned in the SBD and MNREDA Committee acceptable norms only. The procedure for evaluation of the Financial Bids is set out in this SBD.
- 9.1.8 Bidders are advised that the qualification of Bidders and evaluation of the Bids will be entirely at the discretion of MNREDA. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 9.1.9 Any information contained in a Bid will not in any manner be construed as binding on MNREDA, its agents, successors, or assigns; but will be binding on the Bidder, in the event that the Contract is subsequently awarded to it on the basis of such information.

9.2 Responsiveness of the Bid Application Letters and Qualification of Bidders

- 9.2.1 The Bid Application Letters will first be evaluated for responsiveness to the SBD. If any Bid is found:
- a. not to be complete in all respects; or
 - b. not duly signed by the authorized signatory of the Bidder; or
 - c. not to be in the prescribed formats; or
 - d. to contain material deviations or reservations,
- then such Bid will be deemed to be substantially non-responsive.

- 9.2.2 For the avoidance of doubt, a "material deviation or reservation" is one that:
- a. affects in any substantial way, the scope or the terms and conditions of implementation of the contract; or
 - b. limits in any substantial way that is inconsistent with the Tender Documents, MNREDA's rights; or
 - c. Would affect unfairly the competitive position of other Bidders submitting substantially responsive bids.
- 9.2.3 A substantially non-responsive Bid Application Letter shall be liable to be rejected, unless MNREDA opts to seek clarifications from the Bidder or to construe information submitted by the Bidder in the manner that MNREDA deems fit.
- 9.2.4 MNREDA will evaluate only those Bid Application Letters that are found to be substantially responsive and to determine whether such Bidders satisfy the Eligibility Criteria.
- 9.2.5 In order to determine whether the Bidder satisfies the Eligibility Criteria, MNREDA will examine the documentary evidence of the Bidder's eligibility submitted by the Bidder and any additional information which MNREDA receives from the Bidder upon request by MNREDA.
- 9.2.6 After completion of the evaluation of the responsiveness of the Bid Application Letters and the eligibility of the Bidders, the subsequent stages of the bid evaluation process as outlined in this SBD shall take place as mentioned in the NIT (MNREDA reserves the right to change date or time if need arises)
- 9.2.7 The Technical Bids and the Financial Bids of those Bidders who are not declared as Qualified Bidders will be returned to them unopened.

9.3 Financial Bid Evaluation

- 9.3.1 Upon opening of the Financial Bids of the Bidders, they will first be evaluated for responsiveness to the SBD. If any Financial Bid is found:
- a. not to be complete in all respects; or
 - b. not duly signed by the authorized signatory of the Bidder; or
 - c. not to be in the prescribed format; or
 - d. to contain any material deviations or reservations,
- then such Technical and Financial Bid shall be deemed to be substantially non-responsive.
- 9.3.2 A substantially non-responsive Financial Bid shall be rejected outright. MNREDA will only evaluate Financial Bids of those Qualified Bidders that have been found to be substantially responsive.
- 9.3.3 Once the Financial Bids of the Qualified Bidders have been opened and evaluated for substantial responsiveness:
- a. MNREDA shall notify (through online portal / appropriate mode) the qualified bidder whose Bid has been found to be at par as per the stated bid evaluation methodology as outlined in this SBD and invite such Bidder to be present at the Selection Meeting.
 - b. MNREDA shall notify a Qualified Bidder (from technical stage) whose Financial Bid is found to be substantially non-responsive, that their Bid shall not be evaluated further
- 9.3.4 For selecting the Bidder for award of the Contract, the objectives of MNREDA are two-fold:
- a. to select a Successful Bidder for implementation CM SOLAR MISSION in the State of Meghalaya; and
 - b. To select Bidder that:
 - i. is a Qualified Bidder.
 - ii. has submitted a substantially responsive Technical and Financial Bid; and
 - iii. is the successful bidder as per the methodology outlined in this SBD.
 - iv. Bidder meeting these criteria shall be awarded the Contract.

- c. MNREDA will follow the procedure set out below for selecting the Successful Bidder:
- i. MNREDA shall announce the bidders who have qualified the technical bid/bid application letter responsiveness as notified. MNREDA shall also notify the unqualified bidders that their financial bid shall not be evaluated further.
 - ii. On the day of opening the Financial Bid, MNREDA shall evaluate and tabulate the price quoted by each qualified Bidder that has submitted substantially responsive Financial Bid.
 - iii. During tabulation, MNREDA shall check for arithmetical errors in each Financial Bid being evaluated. If any arithmetical errors are found, then they shall be rectified as follows:
 - If there is a discrepancy between words and figures in any or all the price quoted, then the amount in words shall prevail.
 - If there is a discrepancy between words and figures quoted for the total price, the amount in words shall prevail.
 - d. Once the Total Price quoted by each qualified Bidder in a substantially responsive Financial Bid has been opened, MNREDA shall rank the qualified bidders as per the methodology and criteria set out in this SBD.

9.4 Clarifications On Bids

- 9.4.1 In evaluating the Bid Application Letters, MNREDA may seek clarifications from the Bidders regarding the information in the Bid Application Letter by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to MNREDA within the time specified by MNREDA for this purpose. If a Bidder does not provide clarifications sought by MNREDA within the prescribed time, MNREDA may elect to reject its Bid. In the event that MNREDA elects not to reject the Bid, MNREDA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by MNREDA.
- 9.4.2 MNREDA may not seek any clarifications from the Bidders regarding the information in the Financial Bids. No change in the prices quoted by the Bidder or any material change to the substance of any Financial Bid shall be sought, offered or permitted.

STANDARD BIDDING DOCUMENT (SBD) FOR CM SOLAR MISSION
GOVERNMENT OF MEGHALAYA

10 Section VI: Award of Contract

10.1 Notification of Award

- 10.1.1 Upon selecting the Successful Bidder in accordance with the terms of this SBD, MNREDA shall send the proposal to Tender evaluation committee for its approval. After obtaining the approval of Tender evaluation committee, MNREDA shall issue 2 original copies of a notification of award (the NOA) to the Successful Bidder:
- a. declaring it as the Successful Bidder;
 - b. requesting it to fulfill the conditions specified in this SBD; and
 - c. Subject to fulfillment of the conditions specified in this SBD, requesting it to execute the Contract and to fulfill the conditions precedent to execution in accordance with terms of this SBD and the contract.
- 10.1.2 Within 3 days of receiving the NOA, the Bidder declared as the Successful Bidder shall: Sign and return 1 original copy of the NOA to MNREDA as acceptance thereof and in acceptance of the terms of the draft Contract issued by MNREDA in accordance with the terms of this SBD and it will be required to notify its acceptance of the terms of such further draft Contract; and
- 10.1.3 If the Bidder that is issued the NOA does not comply with the condition set out in the preceding clause, MNREDA may elect to grant such Bidders an extension of time for the completion of such condition(s) or to disqualify the Bidders selected as the Successful Bidder.
- 10.1.4 If MNREDA elects to disqualify such Bidder, then MNREDA may:
- a. Evaluate the bids of the Qualified Bidders received in accordance with the procedure as set out in this SBD.
 - b. MNREDA may exercise this option only during the validity period of the Bids, as extended from time to time, and not thereafter.

10.2 Execution Of the Contract

- 10.2.1 The Successful Bidder shall execute the Contract in the draft form published by MNREDA as set out in this SBD or in the further draft form issued by MNREDA, with minimal changes or amendments being made to reflect facts or to correct minor errors. MNREDA shall, before the date specified in the Bid Schedule for the execution of the Contract, provide the Successful Bidder with the final execution draft of the Contract.
- 10.2.2 MNREDA shall not entertain any request from the Successful Bidder for negotiations of or deviations to the final execution draft of the Contract provided by MNREDA under the preceding clause.
- 10.2.3 If the Successful Bidder seeks to materially negotiate or seeks any material deviations from the final execution draft of the Contract, MNREDA may elect to disqualify the Successful Bidder and revoke the NOA issued to the Successful Bidder. If MNREDA elects to disqualify such Bidder and revoke the NOA, then the consequences set out in this SBD shall follow.
- 10.2.4 Subject to the Successful Bidder complying with the terms set in this SBD, MNREDA and the Successful Bidder shall execute the Contract on the date specified in the Bid Schedule or such other date notified by MNREDA. The Contract shall be executed in the form of the final execution draft provided by MNREDA as set out in this SBD.
- 10.2.5 If MNREDA is ready and willing to execute the Contract, but the Successful Bidder does not agree to execute the Contract within the time period specified in the preceding clause or to fulfill the conditions precedent to the execution of the Contract that are specified in this SBD, MNREDA may elect to grant the Successful Bidder an extension of time for the execution of the Contract or to disqualify the Successful Bidder and revoke the NOA. If MNREDA elects to disqualify such Bidder and revoke the NOA, then the consequences shall follow.

11 Annexures

11.1 Annexure 1: Covering letter

Covering Letter (on Bidder's letter head)

Date:

To,

Director,
Meghalaya New and Renewable Energy Development Agency,
Near BSF Camp, PO-Nongmynsong,
Shillong, Meghalaya – 793019

Sub: Standard Bidding Document for selection of bidders for CM Solar Mission in the state of Meghalaya

Dear Sir,

1. Having examined the SBD, we, the undersigned, offer to propose for the selection of bidders with MNREDA, in full conformity with the said SBD.
2. We have read the provisions of SBD and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Standard Bidding Document shall not be given effect to.
3. We agree to abide by this Standard Bidding Document, consisting of this letter, the Pre-qualification and Technical Standard Bidding Document, the duly notarized written power of attorney, and all attachments including the presentation to be made to the evaluation Committee, if required, it shall remain binding upon us and at any time before the expiration of the period of engagement.
4. Until the formal final Contract is prepared and executed between us, this Standard Bidding Document, together with your written acceptance of the Standard Bidding Document and your notification of award, shall constitute a binding contract between us.
5. We hereby declare that all the information and statements made in this Standard Bidding Document are true and accept that any misinterpretation contained in it may lead to our disqualification.
6. We understand you are not bound to accept any Standard Bidding Document you receive.

Signature.....

In the capacity of.....

Duly Authorized to sign Standard Bidding

Document for and on behalf of.....

Date.....

Place.....

11.2 Annexure 2: Agreement for Engagement (Draft)

This AGREEMENT is made on theday of [year] between Meghalaya New and Renewable Energy Development Agency (hereinafter called " MNREDA") on one part and (herein after called "the Bidders") of the other part:

WHEREAS

1. The MNREDA is desirous that the successful Bidders should provide services as per the Scope of work
2. The Bidders, having represented to the MNREDA that he has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this contract;

Now this agreement WITNESSETH AS follows:

1. Background
 - 1.1. The agreement shall begin from the date of signing of the agreement. Standard Bidding Document for specific assignment/ activity would be issued to adequate number of category specific Bidders for submission of Techno-Commercial Standard Bidding Document to the specific project.
 - 1.2. These conditions shall apply to the extent that provisions in other parts of the agreement do not supersede them. For interpretation words and expressions shall have the same meanings as are respectively assigned to them in the SBD
 - 1.3. The following documents in relation with SBD issued for selection of bidders. shall be deemed to form and be read and construed as part of this Agreement viz:
 - 1.3.1. Invitation for Standard Bidding Documents
 - 1.3.2. Instructions to Bidders (ITB)
 - 1.3.3. Scope of Work (SOW)
 - 1.3.4. Technical Standard Bidding Document (TP)
 - 1.3.5. Presentation made to the Technical Evaluation Committee.

2. Relationship between the parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'MNREDA' and 'the Bidders'. The Bidders subject to this agreement for engagement has complete charge of its personnel in performing the services under the Project executed by MNREDA from time to time. The Bidders shall be fully responsible for the services performed by them or on their behalf here under.

3. Standards of performance

- 3.1. The Bidders shall perform the services and carry out their obligations under the Agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidders shall always act in respect of any matter relating to this agreement as faithful advisor to MNREDA. The Bidders shall always support and safeguard the legitimate interests of MNREDA, in any dealings with the third party. The Bidders shall abide by all related the provisions/Acts/Rules etc. prevalent in the country. The Bidders shall conform to the standards laid down in the SBD in totality.
- 3.2. MNREDA requires that Bidders must provide professional, objective, and impartial advice and at all times hold the MNREDA interest's paramount, strictly avoid conflicts with other assignments/jobs, downstream projects or their own corporate interests and act without any consideration for future work. The Bidders is also required to furnish a Statement of Non-Conflict along with their technical bids. It is also advised that the Bidders should also refrain from responding to requests (EOI / SBD), related with MNREDA Projects, where such Conflict of interests exists.

4. Bidders Personnel: The Bidders shall employ and provide such qualified and experienced

personnel as may be required to perform the services under the SOW assigned by MNREDA.

5. **Applicable Law:** Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The Agreement shall be interpreted in accordance with the laws of India and the State of Meghalaya.
6. **Intellectual Property Rights:** No services covered under the Agreement shall be sold or disposed by the Bidders in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Bidders shall indemnify the MNREDA from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Bidders, MNREDA shall be defended in the defense of any proceedings which may be brought in that connection.
7. **Governing Language:** The Agreement shall be written in English Language. English version of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the agreement, which are exchanged between the parties, shall be written in the English Language.
8. **Performance Assessment:** If the bidders fail to execute the assignment taking into consideration the job requirements, then MNREDA may rescind the Agreement and shall be free to get it done from other Bidders at the risk and costs of the appointed Bidders. MNREDA may debar the Bidders for applying in the future also.
9. **Period:** The bidders would be selected for 5 years with MNREDA from the date of signing of the agreement or till the completion of the project assigned to him, whichever is later.
10. **Termination of association with MNREDA:** The successful Bidders association with MNREDA will terminate in following two ways:
 - 10.1. The term of Agreement expires.
 - 10.2. Termination of Agreement by MNREDA due to non-performance during the execution of Project:
 - a. Performance is below expected level.
 - b. Non-adherence to the timelines of the Project
 - c. Quality of work is not satisfactory.
11. **Resolution of Disputes:** If any dispute arises between parties, at first it shall be attempted to be resolved amicably , otherwise the dispute shall be referred for Arbitration as per the clauses set out in the SBD.
12. **Legal Jurisdiction.:** All legal disputes between the parties shall be subject to the jurisdiction of Meghalaya High Court, Shillong only.
13. **General:** The mutual rights and obligations of MNREDA and the Bidders shall be as set forth in the Agreement, in particular, the Bidders shall carry out the services in accordance with the provisions of the Agreement IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year written above.

| | |
|---|--|
| For and on behalf of MNREDA [Authorized Representative] (Director MNREDA) | For and on behalf of _____ [Authorized Representative] (_____) |
|---|--|

Note: If the Bidders consists of more than one entity, all these entities should appear as signatories.

SUBMISSION OF OFFLINE / HARDCOPY DOCUMENTS

Bidder needs to submit only following documents / details in original to the office specified in the SBD:

1. Cover letter and Power of Attorney
2. Original Demand Draft against Tender Fee
3. Original Demand Draft / Bank Guarantee against EMD

No other documents need to be submitted offline. Mention the following details on each envelope of hardcopy documents:

A. For cover letter:

"CM SOLAR MISSION"

TENDER REFERENCE NO:.....

COVER LETTER & POWER OF ATTORNEY FOR EAST GARO HILLS & NORTH GARO HILLS DISTRICT.

DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE"

B. For Tender Fee:

"CM SOLAR MISSION"

TENDER REFERENCE NO:.....

TENDER FEE FOR EAST GARO HILLS & NORTH GARO HILLS DISTRICT.

DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE"

C. For EMD:

"CM SOLAR MISSION"

TENDER REFERENCE NO:.....

EMD FOR EAST GARO HILLS & NORTH GARO HILLS DISTRICT.

DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE"

The sealed envelopes containing the Cover letter, Tender Fee and EMD shall be placed in a sealed outer envelope that shall be super-scribed as follows:

"CM SOLAR MISSION"

TENDER REFERENCE NO:.....

COVERING LETTER,POA TENDER FEE AND EMD FOR EAST GARO HILLS & NORTH GARO HILLS DISTRICT.

LAST DATE AND TIME OF BID SUBMISSION:.....

DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE

BIDDERS NAME

ADDRESS

CONTACT DETAILS WITH EMAIL ID

1. Each of the sealed envelopes shall clearly indicate the name, address, and contact details of the Bidder.
2. If the envelopes are not sealed, marked, and submitted as instructed above, MNREDA assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
3. The OFFLINE / HARDCOPY DOCUMENTS properly sealed in envelope as described above shall either be hand delivered or sent by registered post acknowledgement due or courier

to the address below:

**Director,
Meghalaya New and Renewable Energy Development Agency,
PO- Nongmynsong, Mawpat, Near BSF Camp,
Shillong, 793019, Meghalaya
Email: mnreda.dir@gmail.com Phone: 0364-2953755**

(Bids submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected).

4. MNREDA shall not be responsible for any delays, loss, or non-receipt of Bids.
5. The bidder shall follow all the instructions of the e-tender portal for other online bidding and shall upload all the relevant documents as outlined on this SBD.

11.3 Annexure 3: Details of the Bidder

1. Details Of the Bidder
 - a. Name:
 - b. Address of the corporate headquarters and its branch office(s), if any:
 - c. Date of incorporation and/or commencement of business:
 - d. Corporation Identification Number:
 - e. PAN:
 - f. Name and contact details of Branch Head in the State.
 - g. Address and contact number of its branch office in the State, if any.

2. Details of authorized signatory who will serve as the point of contact/communication for MNREDA:
 - a. Designation: Assistant Director (Solar - I), MNREDA
 - b. Department: Meghalaya New and Renewable Energy Development Agency,
 - c. Department of Power, Government of Meghalaya
 - d. Address: Meghalaya New and Renewable Energy Development Agency, Government of Meghalaya, PO-Nongmynsong, Mawpat, Near BSF Camp, Shillong, 793019,
 - e. Telephone Number: 0364-2953755
 - f. E-mail Address: mnreda.dir@gmail.com

3. Particulars of the Authorized Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-mail Address:

4. A statement by the Bidder disclosing whether it has been blacklisted by any other government entity and declared ineligible to bid for government sponsored schemes.
5. If the Bidder has been black-listed by any government entity, please provide brief details of such blacklisting, including the date on which the Bidder was black-listed, the term for which it was black-listed and the reasons for its black-listing (Attach extra sheets, if necessary):
[*Note. If this is not applicable, please state "Not applicable".*]
6. A statement by the Bidder disclosing whether it has:
 - g. failed to perform any contract for the implementation of a government sponsored scheme, as evidenced by the imposition of a penalty by an arbitral or judicial authority or an arbitral award or judicial pronouncement against it; or
 - h. been expelled from a contract for the implementation of a government sponsored scheme by any government or government instrumentality; or
 - i. had any contract for the implementation of a government sponsored scheme terminated by any government or government instrumentality for breach by it, In the 3 years immediately prior to the Bid Due Date.

If any of these Eligibility Criteria are breached by the Bidder, please provide brief details of such failure to perform, termination or its being expelled along with details of such contract(s) and the counterparties to such contract(s) (Attach extra sheets, if necessary): [*Note. If this is not applicable, please state "Not applicable".*]

11.4 Annexure 4: Format of Financial Bid

[On letterhead of the Bidder]

From

[insert name of Bidder]

[Insert address of Bidder]

Date: [insert date] 2024

To,

Dr. Joram Beda, IAS,

Member Secretary cum Director, MNREDA Commissioner and Secretary, Government of Meghalaya

Meghalaya New and Renewable Energy Development Agency, Government of Meghalaya,
PO-Nongmynsong, Mawpat, Near BSF Camp, Shillong – 793019

Email: mnreda.dir@gmail.com, Phone: 0364-2953755

Sub: Financial Bid for the implementation of CM Solar Mission in the State of Meghalaya for East Garo Hills District and North Garo Hills District

Dear Sir,

With reference to your Request for Proposals dated _____ we, [insert name of Bidder], wish to submit our Financial Bid for the award of the Contract for the implementation of CM Solar Mission in the State of Meghalaya.

We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Addenda.

We hereby acknowledge and confirm that all the undertakings and declarations made by us in our Qualification Bid are true, correct and accurate as on the date of opening of our Financial Bid.

We are quoting the following prices as follows:

| Sl.No | Item Description | Quantity | Unit rate in INR | Total amount in Figures to be entered by Bidder in INR | GST Amount in INR | Total Amount with Taxes in INR |
|-------|--|----------|------------------|--|-------------------|--------------------------------|
| 1 | Design, supply, installation, testing and commissioning of 0.85 kVA Hybrid Solar Inverters on Turn-Key Basis. | 253 | | | | |
| 2 | Comprehensive Maintenance Charges | 253 | | | | |

| | | | | | | |
|---|--|-----|--|--|--|--|
| | of 0.85 kVA Hybrid Solar Inverters for 5 years from the date of commissioning. | | | | | |
| 3 | Design, supply, installation, testing and commissioning of 1.7 kVA Hybrid Solar Inverters on Turn-Key Basis. | 101 | | | | |
| 4 | Comprehensive Maintenance Charges of 1.7 kVA Hybrid Solar Inverters for 5 years from the date of commissioning. | 101 | | | | |

[Note to Bidders: The Bidders are required to quote the price up to two decimal points.]

7. We acknowledge, confirm and undertake that:
- a. All of our representations, warranties and undertakings made in our Bid Application Letter are hereby reiterated and apply to this Financial Bid.
 - b. The Price quoted by us, is inclusive of all costs, expenses, service charges, taxes, overheads.
 - c. The Price quoted by us shall apply across all locations for the State of Meghalaya.
 - d. The terms and conditions of the Tender Documents and the Price being quoted by us for the implementation of the Scheme are determined on a technically sound basis, are financially viable and in accordance with our underwriting policy and is sustainable on the basis of information and experience available in our records.
 - e. MNREDA shall select the Successful Bidder based on the L1 method as set out in the SBD and that MNREDA may also decide to annul the Bidding Process.
 - f. If we are declared as the Successful Bidder, we will be required to provide the goods and services in all the districts of the State of Meghalaya as per the terms of the SBD. Accordingly, the Price quoted by us by us shall apply across all locations in the State of Meghalaya for each system during the Term of the Contract. We shall not be entitled to seek or claim any change in the Prices for any district except in accordance with the express terms of the contract.

In witness thereof, we submit this Financial Bid under and in accordance with the terms of the Tender Documents.

Dated this [insert] day of [insert month] 2024

[signature]

11.5 Annexure 5: General Technical Particulars and Technical Specifications

11.5.1 Requirements for Solar Inverter System

The proposed project shall be commissioned as per the technical specifications given below. Any shortcomings will lead to the cancellation of the Letter of Award & the Competent Authority's decision will be final and binding on the bidder.

a. Solar PV Module

The PV modules used must qualify to the latest edition of the IEC PV module qualification test.

- i. The total solar PV array capacity should not be less than the allocated capacity and should comprise of solar crystalline modules of minimum Wp mentioned in the bill of materials/ above wattage. Module capacity less than minimum the mentioned Wp shall not be accepted.
- ii. PV modules must be tested and approved by one of the IEC authorized test centers. The module frame shall be made of corrosion-resistant materials, preferably having anodized aluminum.
- iii. The following information must be mentioned in the ID used on each module (This can be inside or outside the laminate but must be able to withstand harsh environmental conditions).
 - Name of the manufacturer of the PV module.
 - I-V curve for the module Wattage, I_{max} , V_{max} , and FF (Fill Factor) for the module
 - Unique Serial No and Model No of the module Materials Warranty
 - Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (5) years from the date of sale to the original customer ("Customer")
 - Defects and/or failures due to manufacturing.
 - Defects and/or failures due to quality of materials
 - Non-conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owner's sole option.
- iv. Performance Warranty: The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25-year period and not more than 10% after first ten years period of the full rated original output
- v. Preferred Make: MNRE Approved

b. Mounting Structure

- i. Hot dip galvanized MS / GI / Anodized aluminum of size not less than 40 mm x 40 mm x 5mm size shall be used for mounting the modules/ panels/arrays. Each structure should have an angle of inclination as per the site conditions to take maximum irradiation.
- ii. 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. Installation of solar structures should not damage the roof in any way. If any concrete or foundation is required, it should be precast type.
- iii. South facing with 22 degree inclined towards north should be followed despite whatever roofing type is. The structure also should be able to withstand wind speed of 200 - 250 km/h.

c. DC Combiner Box/Array Junction Box

- i. The junction boxes are to be provided in the PV array for termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminum /cast aluminum alloy with full dust, water & vermin proof arrangement. 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
- ii. 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.

d. Battery

- i. Solar tubular Lead acid
- ii. All the batteries should have a C/10 rate of discharge. The voltage of each battery should be of 12V, 200AH.
- iii. Battery should conform to the latest BIS/ International standards. A copy of the relevant test certificate for the battery should be furnished.
- iv. The battery should be warranted for a minimum of 5 years.
- v. The battery should be installed inside the premises of consumers on a Battery rack of acid resistant material to bear the required battery load. The non-reactive acid proof mat should be provided around the floor space of the battery bank.
- vi. Preferred Make: MNRE Approved

e. PCU/ Inverter

- i. The power conditioning unit should be provided to convert DC power produced by SPV modules, into AC power. The power conditioning unit/inverter should be Hybrid type. Typical technical features of the inverter shall be as follows:
- ii. Power conditioning unit with inbuilt charge controller of capacity & ratings as specified in the below for various capacity of Solar Power Plants should convert DC power into AC power.
- iii. The PCU will have the following features:
 - Output voltage 230V, +/-3% Modified/ Pure sine wave for Single Phase.
 - Output frequency: 50 Hz, +/- 0.5 Hz.
 - Capacity of PCU/ Inverter is specified at 0.8 lagging power factor.
 - THD: less than 3% Efficiency: >85% at full load.
 - Ambient Temp 50 degree Celsius (max.)
 - Operating humidity 95% maximum Protections:
 - Over voltage (automatic shutdown)
 - Under voltage (automatic shutdown)
 - Overload - Short circuit (circuit breaker & electronics protection against sustained fault)
 - Over Temperature
 - Battery, PV reverse polarity
- iv. Indicators
 - Solar Charging ON
 - Battery connected, charging
 - Inverter ON
 - Load on solar/ battery
 - Grid charger on
 - Load on Grid
 - Grid on
 - Fault
- v. Display Parameters

- Charging current
 - Charging voltage
 - Voltage of PV panels
 - Output voltage
 - Grid voltage
 - Inverter loading (kW)
 - Output frequency
 - Fault / fault code Cooling: Air Cooled
- vi. The PCU/ inverters should be tested from the MNRE approved test centers / NABL /BIS accredited testing- calibration laboratories. In the case of imported power conditioning units, these should be approved by international test houses.

f. Remote Monitoring System

- i. Remote monitoring is the ability to visualize, track, and control assets and facilities without having to be on- premise.
- ii. The system should be able to monitor the Following Parameters
 - Solar, Battery, Grid, Inverter voltages
 - Battery Charging and Discharging, Solar, Grid and Load Current Recharge and Server charges for 1 year should be provided.

g. Protections

The system should be provided with all necessary protections like Earthing, Lightning, and grid islanding as follows:

- i. Lightning 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 the required number of Lightning Arresters.

h. Cables

- i. Cable size as mentioned in the bill of materials to be used in the Project shall have the following characteristics:
 - Temp. Range: -10 degC to +80 degC
 - 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 selected to keep the voltage drop (power loss) of the entire Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
 - The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e., twenty-five (25) Operational Years.
- ii. Preferred Make: Any Reputed Make

Technical requirements for 0.85 KVA Hybrid Solar Inverter System:

| | |
|--|---|
| System Type | 0.85kVA |
| PV Array | |
| Solar Panel Capacity | 510Wp |
| Solar Panel Size | 170W X 3 |
| Solar module type | 12V 170W Solar Panel (Poly) |
| Battery | |
| Battery Capacity | 150Ah 12V Lead acid |
| Battery Sizing | 150Ah X 1 |
| Inverter | |
| Inverter | 800VA - 900VA |
| Inverter Type | PWM |
| Inverter Character | Pure Sine Wave |
| Comprehensive Maintenance Contract | 5 years |
| Transportation and installation | Last mile delivery and installation at site |
| Accessories and installation fittings | |
| Module Mounting Structure (GI) | The components and accessories (including additional requirement) will be provided as per the system and site requirements. |
| DC and AC cables | |
| Conduit Pipe | |
| Connectors | |
| Earthing Equipment | |
| Earthing Cable | |
| Lighting Arrestor Spike type | |
| ACDB and DCDB | |

*Note: Any extra material/equipment/accessories consumed/required during the project implementation shall be in the scope of the buyer. The same shall follow the terms outlined in this SBD. No extra payment shall be made for such items bought.

Technical requirements for 1.7 KVA Hybrid Solar Inverter System:

| | |
|--|---|
| System Type | 1.7kVA |
| PV Array | |
| Solar Panel Capacity | 1050Wp |
| Solar Panel Size | 350W X 3 |
| Solar module type | 24V 350W Solar Panel (Poly) |
| Battery | |
| Battery Capacity | 150Ah 12V Lead Acid |
| Battery Sizing | 150 Ah X 2 |
| Inverter | |
| Inverter | 1700 VA – 1800 VA |
| Inverter Type | PWM |
| Inverter Character | Pure Sine Wave |
| Comprehensive Maintenance Contract | 5 years |
| Transportation and installation | Last mile delivery and installation at site |
| Accessories and installation fittings | |
| Module Mounting Structure (GI) | The components and accessories (including additional requirement) will be provided as per the system and site requirements. |
| DC and AC cables | |
| Conduit Pipe | |
| Connectors | |
| Earthing Equipment | |
| Earthing Cable | |
| Lighting Arrestor Spike type | |
| ACDB and DCDB | |

*Note: Any extra material/equipment/accessories consumed/required during the project implementation shall be in the scope of the buyer. The same shall follow the terms outlined in this SBD. No extra payment shall be made for such items bought.

| FORMAT FOR BILL OF MATERIALS | | | | | | |
|------------------------------|--|---------------|-----------------------------|-----------------------|----------|-----------------|
| Sl No. | Item | Make (if any) | Model & Individual Capacity | Unit of Measure (UOM) | Quantity | Rating/Capacity |
| 1 | PV Module | | | | | |
| 2 | PCU/Inverter | | | | | |
| 3 | DC Cables | | | | | |
| 4 | AC Cables | | | | | |
| 5 | AJB/SCB | | | | | |
| 6 | Module Mounting Structures | | | | | |
| 7 | DCDB | | | | | |
| 8 | ACDB | | | | | |
| 9 | Lightning Arrester | | | | | |
| 10 | Earthing System Details(No.of Earth Pits, Lightning Arrestor, Earthing Cable 10 Sq.mm) | | | | | |
| 11 | Battery Bank | | | | | |
| | Nos of Battery in the battery bank | | | | | |
| 12 | Hardware Materials (Connectors, Conduit Pipe etc.) | | | | | |
| 13 | Consumables and other accessories: C-Clamps, Tape, Screws etc. (As per Site Requirement) | | | | | |

Important Points:

1. When the project is awarded, the vendor/Contractor should provide the bill of material mentioning the quantity of each of the item consisting in each system, for the projects they are undertaking.
2. Breakup for materials which generally appears in Bill of Quantities in form of Lots/Meters/LS etc must be furnished and the same should be shown in the Bill of Materials (BOM) and approval must be taken from MNREDA beforehand.
3. The BOM must be furnished for all the systems with respect to the tender as applicable for the successful bidder and same shall be submitted to MNREDA for approval.
4. Any other material/item/equipment/accessory deemed necessary for work completion which has not been mentioned on the above table shall be added by

the vendor/contractor and same shall be in the scope of the contract without any extra cost implication. Such materials must be furnished in the BOM and approval for the same must be taken from MNREDA. The same shall follow all the applicable clauses of this SBD.

5. All relevant guidelines issued by MNRE must be adhered to.

11.6 Annexure 6 - Declaration of Insolvency

Project: [Project Name]

To: [Client Name and Address]

From: [Your Company Name and Address]

Date: [Date]

Subject: Declaration of Insolvency.

We, [Your Company Name], do hereby declare that we are not insolvent and that we have not been the subject of any insolvency proceedings under the Insolvency and Bankruptcy Code, 2016 (IBC) or any other law relating to insolvency in India, during the past [Number] years/since our incorporation.

We further declare that:

- I. We are not currently in any financial distress that could materially affect our ability to fulfill our obligations under the CM Solar Mission in Meghalaya.
- II. We have not defaulted on any material financial obligations, including dues to the Government, financial institutions, or operational creditors, in the past [Number] years/ since our incorporation.
- III. We are not aware of any pending or threatened legal proceedings under the IBC or any other law relating to insolvency that could materially affect our solvency or our ability to perform under the proposed project.
- IV. We understand that any misrepresentation or omission of material information in this declaration may constitute grounds for disqualification from the bidding process or termination of any contract awarded to us.
- V. We have made this declaration to the best of our knowledge and belief based on the information available to us as of the date hereof.
- VI. We are prepared to provide any further information or clarification that you may require in support of this declaration, including audited financial statements, board resolutions, or certificates from insolvency professionals.

Authorized Signatory: [Name] [Designation]

[Company Seal]

11.7 Annexure 7 - Declaration Regarding Blacklisting

Project: [Project Name]

To: [Client Name and Address]

From: [Your Company Name and Address]

Date: [Date]

Subject: Declaration of Blacklisting.

Dear Sir,

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for SBD No [] dated DD/MM/2024 for providing goods and services for East Garo Hills District and North Garo Hills District under CM solar mission in. In accordance with the above we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

Authorized Signatory: [Name] [Designation]

[Company Seal]

11.8 Annexure 8 – Bank Guarantee for EMD

(Format of Bank Guarantee for EMD)

{To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.}

Reference No.

Dated:

Bank Guarantee No.....

To:

Director,

Meghalaya New and Renewable Energy Development Agency (MNREDA),

Near BSF Camp, PO-Nongmynsong, Shillong, Meghalaya – 793019

Dear Sir/ Madam,

WHEREAS M/s “ _____ ” with address”,(Hereinafter, the “Bidder”) wishes to participate in Tender No “ _____ ” (the “SBD”) issued by MNREDA (hereinafter, the “Employer” for “ _____ ”

And WHEREAS a Bank Guarantee for “ _____ ” valid till _____ is required to be submitted by the Bidder along with the SBD.

We,[Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our Registered office at...[Insert address of the registered office of the Bank] here by give this Bank Guarantee No.[Insert Bank Guarantee number][Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Employer any officer authorized by it in this behalf any amount not exceeding [Amount] to the said Employer on behalf of the Bidder.

We..... [Insert name of the Bank] also agree that withdrawal of the Bid or part hereof by the Bidder within its validity or not signing the Contract Agreement or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the SBD would constitute default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Employer in case of any occurrence of a default on the part of the Bidder and that the amount is liable to be forfeited by the Employer.

This Guarantee shall be valid and binding on this Bank up to and inclusive of “ _____ ”and shall not be terminable by notice or by Guarantor for the reason of change in the constitution of the Bank or the firm of the Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Employer., conceded with or without our knowledge or consent by or between the Bidder and the Employer.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to _____ Our Guarantee shall remain in force till _____ Unless demands or claims under this Bank Guarantee are made to us in writing on or before

STANDARD BIDDING DOCUMENT (SBD) FOR CM SOLAR MISSION
GOVERNMENT OF MEGHALAYA

“ _____ all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

| | |
|---|---|
| [Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the bank] | [Insert signature of the Bank’s Authorized Signatory] |
| | |
| Attested | |
| [Signature] (Notary Public) | |
| Place:..... | Date: - |

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE:

- Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
- The Bank Guarantee by Bidder shall be given from any Scheduled Commercial Bank.
- The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

11.9 Annexure 9 - Power of Attorney

(Form for Power of Attorney)

To,
Director,
Meghalaya New and Renewable Energy Development Agency (MNREDA),
Near BSF Camp, PO-Nongmynsong, Shillong, Meghalaya - 793019

Date:

SBD / Tender No:
Name of Work:

Know all these present that the undersigned _____ of M/s _____ a company organized and existing under the laws of India and having its principal place of business at {Company Address} does hereby make constitute and appoint Shri _____ of M/s _____ a Corporation organized and existing under the laws of India and having its principal place of business at {Company Address} its true and lawful attorney and to offer and submit bid to _____(tender name & no.) to make sign and deliver documents necessary for or incidental to the offering and submitting of such a quotation to negotiate, enter into, sign and deliver a contract with the said office based upon the said bid; and to do any and all other acts necessary for or incidental to the performance and execution of the powers herein expressly granted. Whereas the undersigned is fully authorized to deliver such power of attorney to above named person/company _____ in witness whereof, this power of attorney is duly signed on _____.

Yours faithfully,
Authorized Signatory (not below Director level)
{Company Name}

Attested

Signature of Executant

Accepted

Signature of the Acceptor

Notarized by appropriate authority.